



Tender

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

CONTRACT NO: ES/DATA/02/20/Z1A

**CONSTRUCTION OF A DATA CENTRE FACILITY IN
ZONE 1A OF THE ELIDZ**

ENVELOPE A: TECHNICAL PROPOSAL

VOLUME 1 OF 2

East London IDZ
Contact Person: G Whittaker
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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/DATA/02/20/Z1A

**CONSTRUCTION OF A DATA CENTRE FACILITY IN
ZONE 1A OF THE ELIDZ**

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T.1.1: TENDER NOTICE AND INVITATION TO TENDER

INVITATION: FOR THE CONSTRUCTION A DATA CENTRE FACILITY IN ZONE 1A OF THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

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 East London Industrial Development Zone SOC Ltd from suitably qualified and experienced Building Contractors to undertake the Design and Construction of a Data Centre Facility in Zone 1A of the East London Industrial Development Zone, 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 (**FIDIC Silver Book**) to undertake the **design and construction (EPC)** of a Data Centre Facility at the East London Industrial Development Zone.

Tender Reference No.	Tender Description / Name	Closing Date / Time
ES/DATA/02/20/Z1A	Construction of a Data Centre Facility in Zone 1A of the ELIDZ	17 April 2020 at 12h00

The scope of the works includes the construction of a data centre facility comprising of the following:

- Data Centres 750 m²
- Utilities Area 580 m²
- Office Area 660 m²
- Staging and Meet-me Area 100 m²
- Circulation Corridor 270 m²
- Stores and Receiving Area 130 m²
- Gate House 15 m²

External Earth Works, Bulk Services (Sewer, Stormwater, Water Supply), Gatehouse, Perimeter Fencing and Landscaping, Waste Disposal Area, Roadways and Parking, Reception/Security, Administration Offices, General Facilities (Storage Areas, Boardrooms, Bathrooms, Kitchens), Access Control/CCTV, Fire Detection, Suppression and Smoke Extraction, Building Management (Lighting, Fire Detection & Prevention), Renewable Ready Design (Solar, Cooling, Water, Power Storage) and Cable Routes/Trunking.

BRIEFING MEETING:

Note: A compulsory Briefing or Site Clarification Meeting with representatives of the Employer will take place at the offices of East London Industrial Development Zone Corporate Head Office, Lower Chester Road, East London, EAST LONDON on **16 March 2020 starting at 11h00**. 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.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- ❑ 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.
- ❑ 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.
- ❑ 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.
- ❑ The tenderer has a bank rating equal to and or better than a C. (Note letter from Bank to exclude tendered amount).
- ❑ The Tenderer has not abused the Employer's Supply Chain Management System.
- ❑ The Tenderer has failed to perform on any previous contract and has been given a written notice to this effect.
- ❑ The Tenderer complies with the legal requirements, stated in the Tender Data.
- ❑ 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 Tenderer.
- ❑ Inclusion of Price Offer and / or any other price related details in "Envelope A - Technical Proposal" will result in the disqualification of the Tenderer.
- ❑ 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 **8 GB** is compulsory for companies wishing to submit tenders
- ❑ All returnable documents and schedules as listed in T2.1 of Volume 2 of 2: List of Returnable Documents.
- ❑ A registered operational office within the Buffalo City Metropolitan Municipality boundaries and the Eastern Cape Province will be given preference.
- ❑ Proof of registration on CSD – MAAA number.
- ❑ Submit signed declaration of 100% Local content and production, for Steel and Steel components.
- ❑ The successful tenderer must **sub-contract a minimum of 30%** of the value of the contract to designated SMME from within the BCMM area. SMME profile must meet **51% Black ownership**. Database for selection provided by ELIDZ.
- ❑ Submit signed declaration to **sub-contract a minimum of 30%** of the value of the contract to designated SMME from within the BCMM area. SMME profile must meet **51% Black ownership**.
- ❑ ELIDZ encourages contractors to joint venture between registered contractors or to those tenderers that particularly have lower contractor grading designations and are registered as potentially emerging contractors.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

EVALUATION:

Two envelope procedure:

Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.
- 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.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points.

The evaluation will be guided by the ELIDZ Procurement Policy. Points will be awarded on the basis of Price and BBEE.

Score breakdown:

- ☐ 90 Points for Price
- ☐ 10 Points for BBEE

All tenders not providing compulsory responsive documentation and with functionality scoring less than 75 points, 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 **09 March 2020 at 12h00** from the East London Industrial Development Zone website: **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 Tender Box at the offices of East London Industrial Development Zone SOC Ltd Corporate Head Office, Lower Chester Road, East London on or before **12h00 on 17 April 2020**. Late or incomplete tenders will not be considered. ELIDZ will not be responsible for tenders placed in an incorrect tender box.

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.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T1.2: TENDER DATA

Project title:	CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ		
Contract No:	ES/DATA/02/20/Z1A		
Advertising date:	09 March 2020	Closing date:	17 April 2020
Closing time:	12h00	Validity period:	120 Days
Clause number			
	<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>Envelope "A"</p> <p>Volume 1 of 2: TECHNICAL PROPOSAL</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>T1.3 Functionality Scoring Criteria</p> <p>F Standard Conditions of Tender</p> <p>Part C3: Scope of work</p> <p>C3.1 Scope of Work</p> <p>C3.2 Design Specifications and Criteria</p> <p>C3.3 Health and Safety Specifications</p> <p>C3.4 Construction Environment Management Plan</p> <p>C3.5 HIV/AIDS Specification</p> <p>C3.6 National Treasury Designated Sectors Minimum Local Content Specification</p> <p>C3.7 SMME Specifications</p> <p>Part C4: Site information</p> <p>C4. Site Information</p> <p>Part C5: Geotechnical report</p> <p>C5. Geotechnical report</p> <p>Part D1: DRAWINGS</p> <p>D1. List of drawings included in the tender document</p> <p>Envelope "A"</p> <p>Volume 2 of 2: TECHNICAL PROPOSAL: RETURNABLE SCHEDULES</p> <p>Part T2: Returnable documents</p>		

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

	<p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Documents (Compulsory Submissions)</p> <p>T2.3 Returnable Documents (Forms – Submissions for Evaluation)</p> <p>T2.4 Returnable Documents (For Functionality Scoring)</p> <p>Envelope "B" FINANCIAL PROPOSAL</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Contract Data</p> <p>C1.2 Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Provisional Bills of Quantities</p> <p>C2.3 Schedule for Imported Material and Equipment</p> <p>C2.4 Guarantor Proforma Letter of Intent</p> <p>C2.5 Form of Offer and Acceptance</p> <p>C2.6 Declaration Certificate for Local Production and Content for Designated Sectors</p>	
F.1.4	The Employer's Agent is	
	Name:	Louis Fourie
	Address:	17 St Andrews Road Selborne 5201
	Tel:	043 722 5864
	Fax:	086 520 6942
	E-mail:	Email: louis@newground.co.za
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 8 GB 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 : Offices of the ELIDZ Admin 1 Building Lower Chester Road Sunnyridge East London</p> <p>Date : 16 March 2020</p> <p>Starting time : 11h00</p>
F.2.10.5	<p>Add the following Clause:</p> <p>Tenderers are to submit a fully completed schedule of rates with their tender, 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"> <input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender or SARS PIN number. <input type="checkbox"/> 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. <input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate <input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner. <input type="checkbox"/> 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. <input type="checkbox"/> Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender. <input type="checkbox"/> Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal "will result in the disqualification of the tender. <input type="checkbox"/> Proof of Registration with the <u>CIDB</u> in the category 8 GB. <input type="checkbox"/> Proof of registration on CSD – MAAA number. <input type="checkbox"/> The tenderer must submit a bank rating equal to and or better than a C. (Note letter from Bank to exclude tendered amount). <input type="checkbox"/> All returnable documents and schedules as listed in T2.1of Volume 2 of 2: List of Returnable Documents. <input type="checkbox"/> Submit signed declaration of 100% Local content and production, for Steel and Steel components. <input type="checkbox"/> The successful tenderer must sub-contract a minimum of 30% of the value of the contract to designated SMME from within the BCMM area. SMME profile must meet 51% Black ownership. Database for selection provided by ELIDZ. <input type="checkbox"/> Submit signed declaration to sub-contract a minimum of 30% of the value of the contract to designated SMME from within the BCMM area. SMME profile must meet 51% Black ownership.
F3.4	<p>Tender submissions will be opened 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> <p>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.</p>

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

	<p>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.</p> <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 90/10 preference point system, where:</p> <ul style="list-style-type: none"> ▪ A maximum of 90 points are allocated for financial offer. ▪ A maximum of 10 points are allocated for preference. <p>The above mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>
<p><u>Financial Offer Evaluation</u></p> <p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 90 \left[1 - \frac{P - P_m}{P_m} \right]$ <hr/> <p>Where P = the comparative offer of the tender offer under consideration P_m = the comparative offer of the lowest responsive tender</p>	
<p><u>Preference Evaluation Criteria</u></p> <p>A maximum of ten (10) 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>

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	<ul style="list-style-type: none"> 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. 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. d) The tenderer complies with the legal requirements, stated in the Tender data, e) The tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. f) Proof of registration with the Compensation Commissioner is submitted with this tender. g) Proof of Company Registration is submitted with this tender. h) Proof of of Registration with the <u>CIDB</u> in the category 8 GB is submitted with this tender. i) The tenderer has a bank rating equal to and or better than a C. (Note letter from Bank to exclude tendered amount). 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. k) Proof of registration on CSD – MAAA number. 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.
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
Criteria 1: Approach		20
<u>1.1 Construction Programme</u>		
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:		
Good (Submitted a construction programme acceptable for approval by the Principal Agent with innovative programming interventions to accelerate project objectives.)		10
Acceptable (Provided a detailed and convincing construction programme and demonstrated implementability to meet project objectives.)		7.5
Poor (Provided a construction programme but details are missing.)		2.5
Unacceptable (Does not demonstrate basic programming techniques & capabilities to meet project objectives.)		0
<u>1.2 Methodology and Execution Strategy</u>		
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.		
Good (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
Acceptable (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

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Poor (Provided a basic implementation strategy but lacks a clear understanding of the project scope and detailed deliverables (multi-disciplinary).)		2.5
Unacceptable (Does not demonstrate a basic implementation strategy linked with the construction programme and project objectives.)		0
Criteria 2: Tenderer's Expertise and Resources		50
2.1 Management Organogram and Key Staff		
2.1.1 Provide an adequately resourced project organogram with supporting CV's and qualifications:		
Good (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.)		5
Acceptable (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.)		4
Poor (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
Unacceptable (Does not demonstrate that the project organogram and project team will be able to meet the project objectives.)		0
2.1.2 Contractor's Architect (Pr Arch) (Proof of registration with the required professional bodies and proof of Professional Indemnity cover of at least R10 million are to be provided)		
If Architect has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5
If Architect has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
If Architect has ≥ 5 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
If Architect has ≥ 5 years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.3 Contractor's Structural Engineer (Pr Eng/Pr Tech Eng) (Proof of registration with the required professional bodies and proof of Professional Indemnity cover of at least R10 million are to be provided)		
If Engineer has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5
If Engineer has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

	If Engineer has ≥ 5 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
	If Engineer has ≥ 5 years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.4	Contractor's Civil Engineer (Pr Eng/Pr Tech Eng) (Proof of registration with the required professional bodies and proof of Professional Indemnity cover of at least R10 million are to be provided)		
	If Engineer has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5
	If Engineer has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
	If Engineer has ≥ 5 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
	If Engineer has ≥ 5 years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.5	Contractor's Mechanical Engineer (Pr Eng/Pr Tech Eng) (Proof of registration with the required professional bodies and proof of Professional Indemnity cover of at least R10 million are to be provided)		
	If Engineer has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5
	If Engineer has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
	If Engineer has ≥ 5 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
	If Engineer has ≥ 5 years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.6	Contractor's Electrical Engineer (Pr Eng/Pr Tech Eng) (Proof of registration with the required professional bodies and proof of Professional Indemnity cover of at least R10 million are to be provided)		
	If Engineer has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5
	If Engineer has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
	If Engineer has ≥ 5 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
	If Engineer has ≥ 5 years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.7	Site Agent (10 years minimum experience):		
	If SA has ≥ 20 years' appropriate experience and has completed similar projects successfully in the last 5 years.		5

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

If SA has ≥ 15 years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
If SA has ≥ 10 years' appropriate experience and has completed similar projects successfully in the last 5 years.		2
If SA has ≥ 10 years' appropriate experience but has NOT completed a similar project in the last 5 years, regardless of other experience.		0
2.2 Schedule of Construction Plant		
If Tenderer has the necessary Construction Plant available to execute the works:		
Good (Submitted an excellent document pertaining to access to the required schedule of plant and equipment including condition of all plant and equipment.)		5
Acceptable (Submitted detailed information pertaining to access to the required schedule of plant and equipment.)		4
Poor (The Tenderer demonstrates that he has access to the required schedule of plant and equipment, but lacks detail.)		2
Unacceptable (Does not demonstrate that the Tenderer has access to required plant.)		0
2.3 Relevant Experience		
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. At least two projects are to be EPC contracts.		10
If no similar successful projects in the last 5 years		0
Criteria 3: Health, Safety and Environment		5
OHS and CEMP performance:		
Acceptable (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.)		5
Unacceptable (Does not demonstrate a basic OHS and CEMP implementation strategy linked with the construction programme and project objectives.)		0
Criteria 4: Financial Standing		5
4.1 Current Financial Rating of Applicant		
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

Criteria 5: Local Operational Office		20
<u>5.1 Local Operation Office</u>		
<p>Office to consist of:</p> <ul style="list-style-type: none"> • fully functional office; • adequate administrative staff; and • adequate equipment <p>Yard to consist of:</p> <ul style="list-style-type: none"> • functional workshop; and • supporting infrastructure. <p>Above facilities are to be adequate for relevant CIDB tender grade).</p>		
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
TOTAL EVALUATION SCORE FOR FUNCTIONALITY		100
TENDERERS WITH A SCORE OF LESS THAN 75 OUT OF 100 WILL NOT BE CONSIDERED FURTHER		

F: STANDARD CONDITIONS OF TENDER

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CIDB Standard Conditions of Tender

(July 2015 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 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 any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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.

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

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation 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 predetermined 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 Cancellation and Re-Invitation of Tenders

Each communication between the employer and a tenderer shall be to or from the Principal 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 Principal Agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

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, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or I no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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 require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, 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 tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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 charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

make available the tender documents on its website so as not to incur any costs pertaining to 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 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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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 tendering entity or as a member in 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.

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

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.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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 with or without any conditions attached to such extension.

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 Principal 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

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

conditions of contract identified in the contract data.

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 tender documents are available until three 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 and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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

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,
- 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 tender 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:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- 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 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.

F.3.11 Evaluation of tender offers

F.3.11.1 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.

F.3.11.2 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.

F.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 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.
- 3) 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.
- 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 R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Where

P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{min} = Price of lowest acceptable tender.

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 BBBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4)l 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)l Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

90/10 system for requirements with a Rand value above R 50 million (all applicable taxes included).

5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 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 price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{min} = Price of lowest acceptable tender.

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

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

5)l 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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

as calculated in accordance with subparagraph (5)(a).

- 5)l Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference 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 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 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable 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 of 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:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O 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 the 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

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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 of 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
- 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 the 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 Employer wishes to make available to the ELIDZ tenants the most up to date manufacturing facilities and is desirous of engaging a suitably competent Building Contractor to construct a Data Centre Facility in Zone 1A of the ELIDZ.

1.2 Extent of the works

The scope of the works includes the construction of a data centre facility comprising of the following:

Maintenance Stair (26m²), Cleaners Room (2m²), Disability WC (3m²), WC (4m²), Circulation (38m²), Corridor Lobby 1 (18m²), Escape Stair (22m²), Lobby 1 (4m²), Lobby 2 (5m²), Lobby 3 (5m²), Main Stair (15m²), Wind Lobby (4m²), Gatehouse (6m²), Gatehouse WC (2m²), Meeting Room 1 (16m²), Duct 1 (2m²), Electrical (1m²), FHR (1m²), Services Corridor 1 (84m²), Services Corridor 2 (84m²), Tea Prep 1 (5m²), Security Control Room (12m²), Receiving Lobby (12m²), Hvac 1 (55m²), Hvac 2 (55m²), Lv Rm 1 (13m²), Lv Rm 2 (13m²), Mv Room 1 (38m²), Mv Room 2 (38m²), Tx Room 1 (20m²), Tx Room 2 (20m²), Ups Room 1 (32m²), Ups Room 2 (32m²), Fire Suppression Rm 1 (22m²), Fire Suppression Rm 2 (22m²), Generator Rm 1 (33m²), Generator Rm 2 (33m²), Data Centre Hall 1 (122m²), Data Centre Hall 2 (122m²), Data Centre Hall 3 (122m²), Data Centre Hall 4 (122m²), Data Centre Hall 5 (122m²), Carrier Hotel (122m²), Meet-Me Room (36m²), Store Room 1 (27m²), Store Room 2 (27m²), Store Room 3 (27m²), Circulation 1 (199m²), Passage 1 (6m²), Passage 2 (6m²), Reception (38m²), Receiving Area (16m²), Network Operations (66m²), Staging Area (51m²), Female Wc 3 (2m²), Male Wc 3 (2m²), Colocation Recreation Area (20m²), Raised Services Platform (308m²), 02 Access Flr (2361m²), Female Wc 2 (2m²), Male Wc 2 (2m²), Balcony 1 (16m²), Lobby 4 (4m²), Executive Office 2 (18m²), Executive Pa (10m²), Executive Passage (12m²), Executive Pause Area (12m²), Meeting Room 2 (14m²), Sales (65m²), Server Rm (8m²), Duct 2 (2m²), Electrical (1m²), Fhr (1m²), Tea Prep 2 (7m²), Balcony 2 (15m²), Circulation (36m²), Boardroom (25m²), Executive Office 1 (18m²), Accounts (47m²), Finance 1 (12m²), Finance 2 (12m²), 03 Toc First (338m²), Total Room Area (2699m²)

External earth Works, Bulk Services (Sewer, Storm Water, Water Supply), Gatehouse, Perimeter Fencing and Landscaping, Waste Disposal Area, Roadways and Parking, Reception / Security, Administration Offices, General Facilities (Storage Areas, Boardrooms, Bathrooms, Kitchens), Access Control / CCTV, Fire Detection, Suppression and Smoke Extraction, Building Management (Lighting, Fire Detection & Prevention), Renewable Ready Design (Solar, Cooling, Water, Power Storage), Cable routes / Trunking

1.3 Location of the Works

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




1.4 Temporary works

The Contractor must price for re-instating the dedicated contractors site area.

The dedicated Contractor site is also to house the office for the Clerk of Works and Resident Engineers as well as the office accommodation for meetings. Please refer to the following sketch highlighting the site establishment, offices and storage of materials demarcated area:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Furthermore, 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 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.

Description	Application
<p>Security barrier 4.8m high formed of 19mm shutter board securely fixed to and including temporary scaffolding for support, all joints between boards and between boards and floor/roof to be taped with duct tape etc.</p>	<p>Applicable to: Section 1 Duration: Section 2 Description: </p>
<p>Security barrier average 8m high with splayed top to follow slope of roof formed of 19mm shutter board securely fixed to and including temporary scaffolding for support, all joints between boards and between boards and floor/roof to be taped with duct tape etc.</p>	<p>Applicable to: Section 2 Duration: Section 3 Description: </p>
<p>Security barrier 2.40m high formed of IBR sheeting securely fixed to 50 x 75mm purlins/ girts at 1200mm c/c fixed to 200mm diameter gumpole posts at 1200mm c/c including concrete base, excavation, carting away etc.</p>	<p>Applicable to: Section 1 Duration: Section 2 Description: </p>
<p>Temporary road of G7 road material in accordance with SABS 1200 DM</p>	<p>Applicable to: None Duration: None</p>

compacted to 93% Mod AASHTO density for dedicated tenant access.	
Temporary covered area for tenant approximate size is 10m x 10m. Steel portal frame structure (eaves height 4.8m) with all necessary bracing, lipped channel purlins, IBR roof sheeting, IBR cladding to all 4 sides and central door opening of 3m x 4.5m in both gable ends.	Applicable to: None Duration: None

2 CONSTRUCTION PROGRAMME

2.1 Sectional Completion

In order to meet the programme, the works will be divided into five discrete sections, each with their own Sectional Completion date. The apportionment of these four sections is described below:

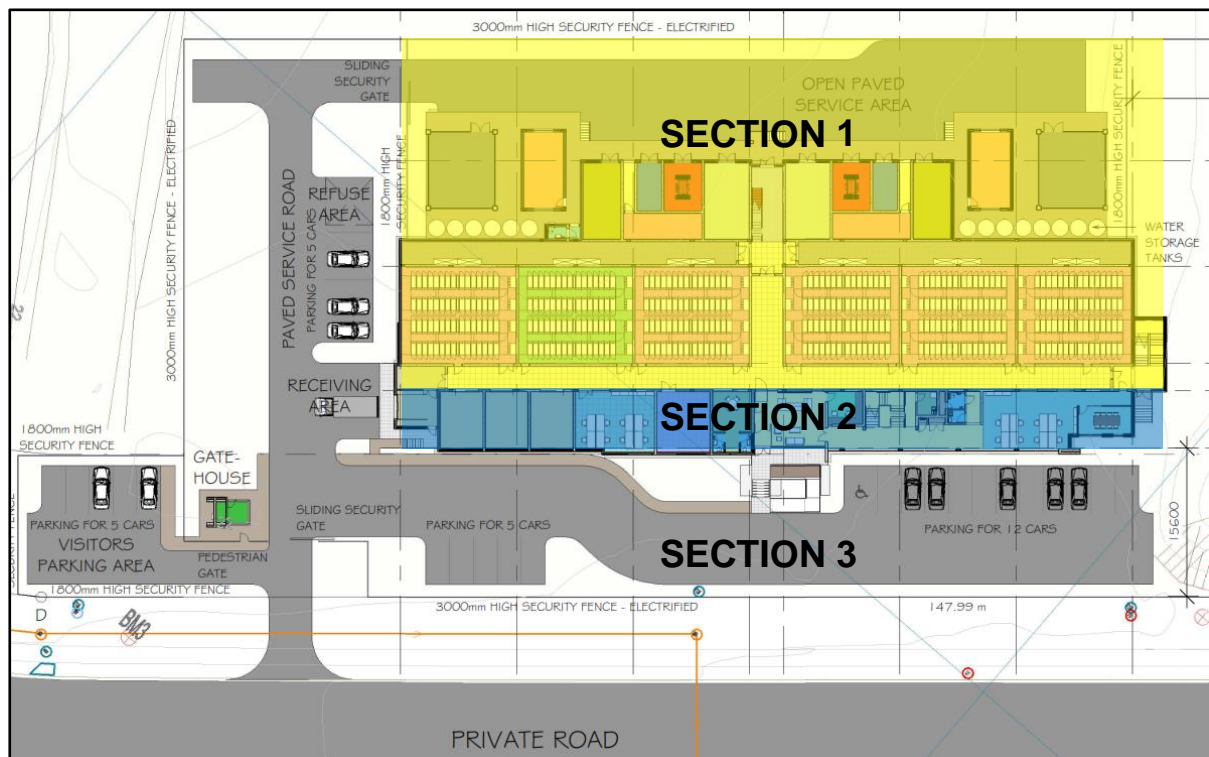
Section 1: Utilities and Data Centre

Section 2: Offices

Section 3: External works

2.2 Sectional Completion Boundaries

Please refer to the following sketch highlighting the Sectional Completion Boundaries.



Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

2.3 Detailed Description of Sections

The table hereunder is to be read in conjunction with the above drawing.

Sectional Completion Items	Section 1	Section 2	Section 3
HVAC 1-2	✓		
Generator Room 1-2	✓		
UPS Room 1-2	✓		
Fire Suppression Room 1-2	✓		
LV Room 1-2	✓		
Transformer Room 1-2	✓		
MV Room 1-2	✓		
Open Paved Service Area	✓		
Services Corridor 1-2	✓		
Data Centre Hall 1-5 and Carrier Hotel	✓		
Circulation Corridor	✓		
Receiving Lobby and Area		✓	
Storeroom 1-3		✓	
Staging Area		✓	
Meet-me Room		✓	
Colocation Recreation Area		✓	
Reception		✓	
Security Control		✓	
Network Operations		✓	
Boardroom and Meeting Room		✓	
Executive Offices 1-2		✓	
Server Room		✓	
Sales		✓	
Finance Offices 1-2		✓	
Accounts Office		✓	
Balcony 1-2		✓	
Office Parking			✓
Security Fence			✓
Visitors Parking			✓
Gate House			✓
Refuse Area			✓
Paved Services Road			✓
Hard Stand & Civil Services			✓
Balance of Works			✓

2.4 Sectional Completion Dates Refer to ENVELOPE B

- Part C1.1: CONTRACT DATA
- Item 4.2

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C3.2: DESIGN SPECIFICATIONS AND CRITERIA

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/DATA/02/20/Z1A

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ

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East London IDZ SOC Ltd Contact person: G Whittaker Email: gary@elidz.co.za	
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1 DEFINITIONS

For the purpose of the General Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

“Agent” means any person who acts as a representative for a client in managing the overall construction work;

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

“Batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“Client” means any person for whom construction work is performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“Construction work” means any work in connection with:

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“Contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“Design” in relation to any structure includes drawings, calculations, design details and specifications;

“Designer” means any person who:

- a) Prepares a design;
- b) Checks and approves a design;
- c) Arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- d) Architects and engineers contributing to, or having overall responsibility for the design;
- e) Build services engineers designing details for fixed plant;
- f) Surveyors specifying articles or drawing up specifications;
- g) Contractors carrying out design work as part of a design and build project;
- h) Temporary works engineer designing formwork and false work; and
- i) Interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

“Excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive actuated tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“Hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

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

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

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

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“Medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“Safe work procedure” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“Person day” means one individual carrying out construction work on a construction site for one normal working shift;

“Plant” includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

“Premises” includes any building, vehicle, vessel, train or aircraft.

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

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

“Roof apex height” means the dimensional height in meters measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SANS 085” means the South African National Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

“SANS 0400” means the South African National Standards, Code of Practice for the application of the National Building Regulations;

“SANS EN 1808” means the South African National Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SANS 1903” means the South African National Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“Scaffold” means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“Structure” means:

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more.

“Suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

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

“Tunneling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

2 INTRODUCTION

2.1 Introduction to the General Health and Safety Specification

This Health & Safety Specification (HSS) is published in terms of the Occupational Health & Safety Act of 1993 (OHSACT), Construction Regulations 2014.

The HSS (or any project specific version thereof) does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. The Principal Contractor will remain responsible to fully address the full Construction Regulations in his Health and Safety Plan and in his implementation thereof.

2.2 Purpose of the Health and Safety Specification

The purpose of the HSS is to provide a standard on which Principal Contractors' H&S Plans must be based. This HSS will be applicable to the construction work proposed at the Manufacturing Facility.

2.3 Implementation of the Occupational Health and Safety Specification

This HSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers. The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the HSS.

Acceptance by the Principal Contractor of the Construction Contract shall constitute acknowledgement that the Principal Contractor has familiarized himself/herself with the content of the HSS and that he/she will comply with all his/her obligations in respect thereof.

3 GENERAL HEALTH AND SAFETY PROVISIONS

This HSS covers the general requirements for addressing and mitigating Occupational Health and Safety related problems, incidents and injuries at the proposed project. The scope also addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those working on this project and those affected by the activities taking place in and around them.

The HSS contains clauses that are generally applicable to construction work and imposes controls associated with activities that impact on human health and safety.

The Principal Contractor shall comply with the provisions of the OHSACT, all applicable Regulations (including the CR) and this HSS. The ELIDZ and / or its agent will monitor the Principal Contractor's compliance with the requirements of the OHSACT and their H&S Plan, but will not be responsible to prescribe to the Principal Contractor how such compliance is to be achieved.

3.1 SCOPE OF WORKS

3.1.1 Employer's objectives

The Employer wishes to make available to the ELIDZ tenants the most up to date manufacturing facilities and is desirous of engaging a suitably competent Building Contractor to construct a Data Centre Facility in Zone 1A of the ELIDZ.

3.1.2 Extent of the works

The scope of the works includes the construction of a data centre facility comprising of the following:

Maintenance Stair (26m²), Cleaners Room (2m²), Disability WC (3m²), WC (4m²), Circulation (38m²), Corridor Lobby 1 (18m²), Escape Stair (22m²), Lobby 1 (4m²), Lobby 2 (5m²), Lobby 3 (5m²), Main Stair (15m²), Wind Lobby (4m²), Gatehouse (6m²), Gatehouse WC (2m²), Meeting Room 1 (16m²), Duct 1 (2m²), Electrical (1m²), FHR (1m²), Services Corridor 1 (84m²), Services Corridor 2 (84m²), Tea Prep 1 (5m²), Security Control Room (12m²), Receiving Lobby (12m²), Hvac 1 (55m²), Hvac 2 (55m²), Lv Rm 1 (13m²), Lv Rm 2 (13m²),

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Mv Room 1 (38m²), Mv Room 2 (38m²), Tx Room 1 (20m²), Tx Room 2 (20m²), Ups Room 1 (32m²), Ups Room 2 (32m²), Fire Suppression Rm 1 (22m²), Fire Suppression Rm 2 (22m²), Generator Rm 1 (33m²), Generator Rm 2 (33m²), Data Centre Hall 1 (122m²), Data Centre Hall 2 (122m²), Data Centre Hall 3 (122m²), Data Centre Hall 4 (122m²), Data Centre Hall 5 (122m²), Carrier Hotel (122m²), Meet-Me Room (36m²), Store Room 1 (27m²), Store Room 2 (27m²), Store Room 3 (27m²), Circulation 1 (199m²), Passage 1 (6m²), Passage 2 (6m²), Reception (38m²), Receiving Area (16m²), Network Operations (66m²), Staging Area (51m²), Female Wc 3 (2m²), Male Wc 3 (2m²) Colocation Recreation Area (20m²), Raised Services Platform (308m²), 02 Access Flr (2361m²), Female Wc 2 (2m²), Male Wc 2 (2m²), Balcony 1 (16m²), Lobby 4 (4m²), Executive Office 2 (18m²), Executive Pa (10m²), Executive Passage (12m²), Executive Pause Area (12m²), Meeting Room 2 (14m²), Sales (65m²), Server Rm (8m²), Duct 2 (2m²), Electrical (1m²), Fhr (1m²), Tea Prep 2 (7m²), Balcony 2 (15m²), Circulation (36m²), Boardroom (25m²), Executive Office 1 (18m²), Accounts (47m²) Finance 1 (12m²), Finance 2 (12m²), 03 Toc First (338m²), Total Room Area (2699m²)

External earth Works, Bulk Services (Sewer, Storm Water, Water Supply), Gatehouse, Perimeter Fencing and Landscaping, Waste Disposal Area, Roadways and Parking, Reception / Security, Administration Offices, General Facilities (Storage Areas, Boardrooms, Bathrooms, Kitchens), Access Control / CCTV, Fire Detection, Suppression and Smoke Extraction, Building Management (Lighting, Fire Detection & Prevention), Renewable Ready Design (Solar, Cooling, Water, Power Storage), Cable routes / Trunking

3.1.3 Location of the Works

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

3.1.4 Temporary works

The Contractor must price for re-instating the dedicated contractors site area.

The dedicated Contractor site is also to house the office for the Clerk of Works and Resident Engineers as well as the office accommodation for meetings. Please refer to the following sketch highlighting the site establishment, offices and storage of materials demarcated area:



The temporary barriers and hoarding measured below are only for hoardings prescribed by the Employer, which is for the hoarding, scaffold and shutter board to under side of the roof.

Furthermore, 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

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enclosure of the works and elements thereof for the protection of the public and others as required by 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.

3.1.5 Construction Programme

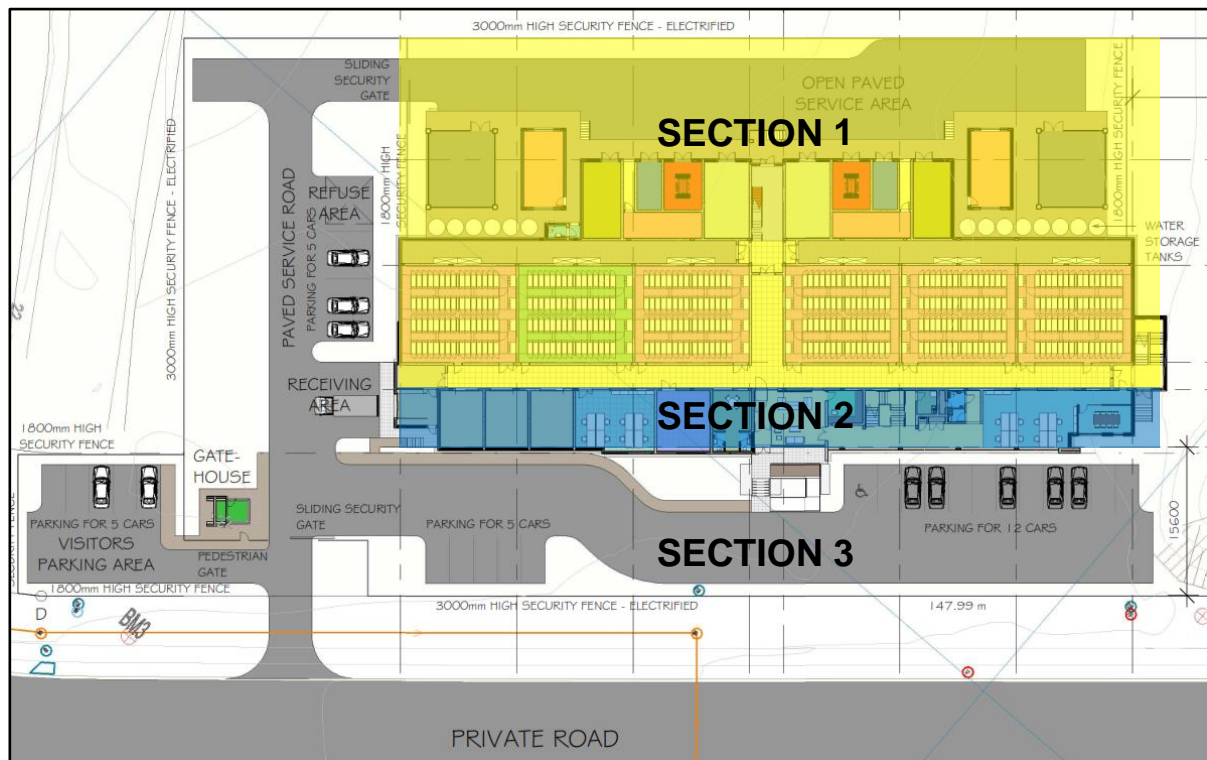
3.1.5.1 Sectional Completion

In order to meet the programme, the works will be divided into five discrete sections, each with their own Sectional Completion date. The apportionment of these four sections is described below:

- Section 1: Utilities and Data Centre
- Section 2: Offices
- Section 3: External works

3.1.5.2 Sectional Completion Boundaries

Please refer to the following sketch highlighting the Sectional Completion Boundaries.



The Employer wishes to make available to the ELIDZ tenants the most up to date manufacturing facilities and is desirous of engaging a suitably competent Building Contractor to design and construct CONSTRUCTION OF A DATA CENTRE FACILITY at the East London Industrial Development Zone.

3.2 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COLD Act)

The Principal Contractor shall submit to the ELIDZ or its Agent, within 7 days from confirmation of the contract, proof of registration as an employer with the Department of Labour as well as a letter of good standing from the Compensation Commissioner or similar approved workman's compensation provider.

3.3 Application for Construction Work Permit (CR3) -Not Applicable

Where construction work is to be carried out, the client must at least 30 days before that work is to be done, apply to the Department of Labour for a construction work permit to

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

perform construction work if the intended construction work will:

- a) Exceed contract value of forty million rand or CIDB grading level 8. (Based upon DOL exemption of 2015-07-07); and
- b) Based upon the project value, it is expected that the Client, will have to submit an application for a construction work permit.

The Provincial director must issue a construction work permit in writing to perform construction work within 30 days of receiving the application and must assign a site-specific number for each construction site.

This site-specific number must be conspicuously displayed at the main entrance to the site for which that number is assigned.

A construction work permit may be granted only if the fully completed documents contemplated in regulation 5(1) (a) and (b) have been submitted and that the client complies with regulation 5(5). Ensure that the principal contractor is registered and in good standing.

The client must ensure that the principal contractor keeps a copy of the construction work permit in the occupational health and safety file for inspection by an inspector, the client's authorized agent or an employee.

No construction work may be commenced or carried out before the construction work permit and number have been issued and assigned.

3.4 Notification of Construction Work (CR 4)

After receipt of confirmation of the contract, the Principal Contractor must at least 7 days before that work is to be carried out notify the Provincial Director in writing in a form similar to Annexure 2 of the Construction Regulations if the intended construction work will:

- a) Include excavation work;
- b) Include working at a height where there is a risk of falling;
- c) Include the demolition of a structure; or
- d) Include the use of explosives to perform construction work.

A copy of the notification letter to the Provincial Director must be filed with the H&S Plan.

3.5 Clients Duties (CR5)

A client must prepare a baseline risk assessment for the intended construction work as well as a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment.

The designer must be provided with the health and safety specification and ensure that the designer takes the prepared health and safety specification into consideration during the design stage.

The health and safety specification must be included in the tender documents.

The principal contractor must be appointed in writing for the project or part thereof. The client must approve the Principal Contractors Health & Safety file before commencement of work.

The client will ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any contractor at least once every 30 days. The audit report must be given to the Principal Contractor within seven days after the audit.

The client is to stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractors' health and safety plan for the site.

Where changes are brought about to the design or construction work, the client will make sufficient health and safety information and appropriate resources available to the principal

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contractor to execute the work safely and ensure that the health and safety file is kept and maintained by the principal contractor.

The following high level risks and recommended risk controls are of relevance, to the proposed scope of work at this project. The contractor is to include these considerations into the scope of the Health and Safety plan as well as project financial and budget planning.

Risk	Ratings Red and Amber	Controls proposed to contractor
Working at heights - injury fall from height or drop from height: Use of MEWP; Access scaffolding; Roof work; Ladders; High wind; Ceilings, Fire Systems, Plumbing; CCTV; Painting; IT and Telecoms; Lighting; Airconditioners.	Red	Formal safe work procedures are to be determined relative to the process in question. The use of portable ladders, MEWP's, access scaffolding and similar fall protection equipment must be managed by an appointed competent person. The contractor is to determine a suitable fall protection plan and related safe work procedures. Including routine mandated inspections and checklists. Medical fitness to work at heights. (Ladders, MEWP's, fall arrest harnesses, etc) to be inspected as legislated.
Heavy mobile plant and equipment - Injury struck by: struck by; tip load onto	Red	Formal safe work procedures are to be determined relative to the process in question. All employees to wear high visibility vests. Machinery operators to be competent and medically fit. Heavy plant and equipment to be provided with rotating amber lights, back up alarms, audible reverse alarms, etc. Dust suppression to be applied when practicable.
Excavation work injury: Engulfment collapse	Red	Formal safe work procedures are to be determined relative to the process in question. The work areas in question must be clearly and substantially demarcated and barricaded. A suitable safe work procedure must be established and applied. Excavations must be managed by an appointed, competent person. Excavation work must be conducted strictly as per the requirements of the CR.
Use of lifting machinery and equipment - injury struck by load, material and or equipment: Failure and or slew of load	Red	Formal safe work procedures are to be determined relative to the process in question. All lifting machinery and tackle is to be subject to routine inspections by a competent person, as well as annual performance testing. The contractor is to determine a safe work procedure relative to the risks associated with this process. Lifting machinery must strictly comply too the criteria of Driven Machinery Regulation 18 and 19.
Construction vehicles: Motor vehicle accident (MVA) - public and or private road; material and or equipment delivery	Red	Vehicles to be operated by competent personnel, maintained according to manufacturer's requirements. Maintained as per requirements of the NRTA.
Electricity: HV Connections electrocution; LV connections electrocution; Short circuit fire; failure to obtain COC.	Red	Formal safe work procedures are to be determined relative to the process in question. Electrical connections and related work to be conducted by registered competent electrical contractors. Work conducted within HV environment to be conducted by contractors with ESKOM HV regulations competencies. Provision of flash suits, tethers, face shields gloves and related PPE. COC compliance to be confirmed by a competent independant electrical contractor.
Driven machinery (Large plant) - Injury entanglement	Red	Formal safe work procedures are to be determined relative to the process in question. All driven machinery is to be substantially guarded. The plant is to be operated by competent personnel. The plant is to be managed by a competent formally appointed supervisor. All driven machinery, guarding and related is to be routinely inspected and maintained.
Stacking and storage - injury struck by falling material and or equipment: Stack failure of large, bulky, heavy material and or equipment	Red	Appoint a site laydown yard stacking and storage supervisor. Ensure good stacking and storage practices. The stacking and storage of cable reels is to be managed under the control of a stacking supervisor. Stored reels and drum dispensers must be provided with substantial chocks and stored on firm well drained ground.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ -
ES/DATA/02/20/Z1A

Risk	Ratings Red and Amber	Controls proposed to contractor
Portable electrical machinery - Injury electrocution from damaged connections, janus plugs, wires - electrocution	Red	All portable power driven machinery is to be inventoried, subject to regular routine inspection, maintenance and repairs. When required, suitable eye and face protection is to be provided and worn.
Use of explosive actuated tools - injury penetration	Red	The contractor is to determine a formal safe work procedure for all aspects of this process. Cartridge order, storage and use must be approved by the SAPS Explosives and Firearms section. Cartridges must be stored separately within secure, lock up facilities suitable for such storage. An issue stock register must be strictly maintained. The entire process is to be managed by a competent appointed person. Tool operators must be competent (As defined) As a minimum, suitably specified eye, face, hand and hearing protection must be worn during this process. All tools and related equipment must be routinely maintained and operated as per manufacturer's instructions.
Temporary works - Injury due to failure of temporary works	Red	The contractor is to determine a formal safe work procedure for all aspects of this process. Temporary works to be designed, inspected and supervised by a competent person. The work areas in question must be clearly and substantially demarcated and barricaded. All temporary works is to be designed and managed by a competent person (As defined) Scaffolding to be erected, routinely inspected and maintained by a competent person. The contractor must determine a safe work procedure relative to this process. Employees working at height, to be certified medically fit by an occupational medicine practitioner (As defined)
Vehicle Refueling - pollution spill to ground and or water source	Red	The contractor is to determine a formal safe work procedure for all aspects of this process. The contractor is to confirm the need for permitting and approval of the temporary fuel site with the BCMM Local Authority. Suitable spill containment technologies to be installed. Spill kits and related emergency equipment to be installed. Suitable dispensing nozzles to be installed.
Manual handling - ergonomics: sharp edges; bruises and or contusions, muscle strain; repetitive strain	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Suitable PPE is to be provided. As far as possible employees are to assist one another. When practicable, suitable lifting machinery and equipment is to be provided and used.
Fire: Construction vehicles and heavy mobile plant	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. All mobile plant to be provided with suitable firefighting equipment and or AFFF. Fire systems are to be maintained. Plant is to be operated by competent personnel.
Use of noisy machinery, and or noisy processes - potential noise induced hearing loss (NIHL)	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Implementation of a formal hearing conservation programme, to include audiometric screening, provision of hearing protection that is SANS approved. Implementation of a formal medical surveillance control programme.
Working in dusty environment: - potential silicosis	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Dust suppression to be applied when practicable. In extreme conditions employees to be provided with respiratory equipment suitable for silica dust control. Baseline medicals are to include spirometric examination of employees.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ -
ES/DATA/02/20/Z1A

Risk	Ratings Red and Amber	Controls proposed to contractor
Use of hazardous chemical substances (HCS) - illness poisoning	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. All HCS used on site is to be provided with 16 point MSDS's. Employees are to be provided with and use suitable PPE. Users of HCS must be provided with awareness training re' the health and safety risks of chemical exposure. HCS must be stored within chemical and flammable liquids cabinets and or stores. These are to be in compliance to the requirements of GSR 4 as well as HCSR 9A and 10. Implementation of a formal medical surveillance control programme, inclusive of medical surveillance of all exposed personnel, provision and use of suitable and effective PPE and related engineering controls. Provision and use of suitable and effective PPE and related engineering controls.
Use of portable electrical and hand held power tools: - Driven machinery, injury entanglement; foreign body - eye and or face injury	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. All moving components of driven machinery are to be substantially guarded and maintained. Machinery must be routinely inspected and maintained. Suitable PPE to be provided and worn, specifically, eye and face protection.
Drill and blast - fly material, injury and or damages, seismic movement, damages	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Blasting to be conducted by competent service providers. Blasters and related activities to be approved by the SAPS. No explosives are to be stored on site. A suitable safe work procedure must be established for blasting. This must include notifications to: To the East London Airport; East London Port Control; local bird farm; ELIDZ & the OHS agent.
Material stock pile: Stock pile failure, injury engulfment; tip of bulk material, injury engulfment.	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. All employees to wear high visibility vests. Machinery operators to be competent and medically fit. Heavy plant and equipment to be provided with rotating amber lights, back up alarms, audible reverse alarms, etc. Dust suppression to be applied when practicable.
Vibratory machinery - ergonomics - injury whole body and or segmental vibration	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Ensure that the machinery is well maintained. Employees to wear suitable gloves as well as safety footwear.
Heavy mobile machinery and or equipment - collision with infrastructure and or other machinery and equipment, damages	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Vehicles to be operated by competent personnel, maintained according to manufacturer's requirements. Maintained as per requirements of the NRTA.
Use of hand tools - injury struck by	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. The work areas in question must be clearly and substantially demarcated and barricaded. Hand tools must be well maintained.
Inclement weather - high winds, lightening, excessive rain - injury	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. The contractor is to purchase an anemometer. A formal safe work procedure must be established relative to high winds, inclement weather and lightening. The use of portable ladders, MEWP's, access scaffolding and similar fall protection equipment must be managed by an appointed competent person. The contractor is to determine a suitable fall protection plan and related safe work procedures. Including routine mandated inspections and checklists.
Plumbing work - illness, exposure to hazardous biological agents (HBA)	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Plumbing personnel to be provided with suitable prophylaxis as well as PPE.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Risk	Ratings Red and Amber	Controls proposed to contractor
Glazing work - injury lacerations	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. It may be necessary that specialized tooling be used for large glass. Suitable PPE is to be provided and used. Provision and use of lifting frames, stillage suction cups and similar specialized tooling. Work to be conducted by competent persons.
General on foot access through-out the site - injury slip trip fall	Amber	The contractor is to determine a formal safe work procedure for all aspects of this process. Site housekeeping is to be continuously managed and enforced.

A copy of the full baseline risk assessment is to be provided to the prospective contractors at tender stage

3.6 Designer of Temporary Works (CR6.2)

The designer of temporary works must ensure that all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied; the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor; all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector and the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

3.7 Principal Contractor's Health & Safety Plan (CR7.1.a)

The principal contractor must provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses.

The basic contents proposed are listed below:

- a) General administration
 - Notification of construction work
 - Section 37.2 agreement
 - Registration and good standing with an approved workman's compensation insurer
 - Appointment of the PC
 - List of sub-contractors expected on the project
 - H&S Policy
- b) Risk assessment
 - Assessment methodology
 - A record of risks expected on the project
 - Proposed risk control methods
- c) Safe work procedures
 - To be developed according to identified significant risks
 - To be formally documented
- d) Appointments
 - Records of all appointments applicable to the scope of work and as mandated by the Construction regulations
- e) Training, awareness and competence
 - Competencies of appointees applicable to the scope of work and as mandated by the Construction regulations
 - Records of H&S committee meeting

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- Records of training
 - Records of inductions
 - Records of toolbox talks or similar awareness training
- f) Emergency preparedness and incident management
- A formal incident reporting, investigation and corrective action procedure to be established
 - A formal emergency response plan to be established, in line with the client emergency response plan
- g) Monitoring and measurement
- Registers and checklists applicable to safe work procedures and identified risks and as mandated by the Construction regulations.
 - H&S Officer Audit templates
 - Medicals as mandated by the Construction regulations

3.8 Health & Safety File (CR 7.1.b)

The Principal Contractor must open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor and on appointing any other contractor, in order to ensure compliance with the provisions of the Act provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed.

3.9 Duties of Principal Contractor and contractor (CR7.1.c)

Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process; ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993.

The Principal Contractor must appoint each contractor in writing for the part of the project on the construction site.

The Principal Contractor must take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site and that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days.

Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely and discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation.

The Principal Contractor must ensure that a copy of his or her health and safety plan as well as the contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent.

The Principal Contractor must hand over a consolidated health and safety file to the client upon completion of the construction work and must, include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

The Principal Contractor must provide a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done and ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

3.10 Duties of a Contractor (CR7.2)

A contractor must prior to performing any construction work provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses.

Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor.

Before appointing another contractor to perform construction work, the Principal contractor must be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.

Co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act, and as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

3.11 Construction Manager (CR8.1)

A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor

3.12 Assistant Construction Manager (CR8.2)

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal

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accountability for failing in his or her management duties in terms of this regulation.

3.13 Health & Safety Officer (CR8.5)

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

3.14 Construction Supervisor (CR8.7)

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

No construction supervisor may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

Provided that if a sufficient number of competent employees have been appropriately designated under sub-regulation (7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

3.15 Assistant Construction Supervisor (CR8.8)

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor. Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

3.16 Risk Assessment for Construction Work (CR9)

A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include:

- a) the identification of the risks and hazards to which persons may be exposed to;
- b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) a monitoring plan; and
- e) a review plan.

A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.

A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

A principal contractor must ensure that all contractors are informed regarding any hazard

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that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.

A contractor must review the relevant risk assessment:

- a) where changes are effected to the design and or construction that result in a change to the risk profile; or
- b) when an incident has occurred

3.17 Health & Safety Representative (OHSACT S17)

Subject to the provisions of subsection (2), every employer who has more than 20 employees in his employment at any workplace, shall, within four months after the commencement of this Act or after commencing business, or from such time as the number of employees exceeds 20, as the case may be, designate in writing for a specified period health and safety representatives for such workplace, or for different sections thereof.

An employer and the representatives of his employees recognized by him or, where there are no such representatives, the employees shall consult in good faith regarding the arrangements and procedures for the nomination or election, period of office and subsequent designation of health and safety representatives in terms of subsection (1): Provided that if such consultation fails, the matter shall be referred for arbitration to a person mutually agreed upon, whose decision shall be final: Provided further that if the parties do not agree within 14 days on an arbitrator, the employer shall give notice to this effect in writing to the President of the Industrial Court, who shall in consultation with the chief inspector designate an arbitrator, whose decision shall be final. [Sub-s. (2) Substituted by s. 4 of Act No. 181 of 1993.]

Arbitration in terms of subsection (2) shall not be subject to the provisions of the Arbitration Act, 1965 (Act No. 42 of 1965), and a failure of the consultation contemplated in that subsection shall not be deemed to be a dispute in terms of the Labour Relations Act, 1956 (Act No. 28 of 1956): Provided that the Minister may prescribe the manner of arbitration and the remuneration of the arbitrator designated by the President of the Industrial Court. [Sub-s. (3) Substituted by s. 4 of Act No. 181 of 1993.]

Only those employees employed in a full-time capacity at a specific workplace and who are acquainted with conditions and activities at that workplace or section thereof, as the case may be, shall be eligible for designation as health and safety representatives for that workplace or section.

The number of health and safety representatives for a workplace or section thereof shall in the case of shops and offices be at least one health and safety representative for every 100 employees or part thereof, and in the case of all other workplaces at least one health and safety representative for every 50 employees or part thereof: Provided that those employees performing work at a workplace other than that where they ordinarily report for duty, shall be deemed to be working at the workplace where they so report for duty.

If an inspector is of the opinion that the number of health and safety representatives for any workplace or section thereof, including a workplace or section with 20 or fewer employees, is inadequate, he may by notice in writing direct the employer to designate such number of employees as the inspector may determine as health and safety representatives for that

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

workplace or section thereof in accordance with the arrangements and procedures referred to in subsection (2).

All activities in connection with the designation, functions and training of health and safety representatives shall be performed during ordinary working hours, and any time reasonably spent by any employee in this regard shall for all purposes be deemed to be time spent by him in the carrying out of his duties as an employee.

3.18 Functions of the Health & Safety Representatives (OHSACT S18)

A health and safety representative may perform the following functions in respect of the workplace or section of the workplace for which he has been designated, namely:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents at the workplace;
- c) in collaboration with his employer, examine the causes of incidents at the workplace;
- d) investigate complaints by any employee relating to that employee's health or safety at work;
- e) make representations to the employer or a health and safety committee on matters arising from paragraphs (a), (b), (c) or (d), or where such representations are unsuccessful, to an inspector;
- f) make representations to the employer on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the workplace, including any article, substance, plant, machinery or health and safety equipment at that workplace with a view to, the health and safety of employees, at such intervals as may be agreed upon with the employer: Provided that the health and safety representative shall give reasonable notice of his intention to carry out such an inspection to the employer, who may be present during the inspection;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace;
- i) receive information from inspectors as contemplated in section 36; and
- j) In his capacity as a health and safety representative attend meetings of the health and safety committee of which he is a member, in connection with any of the above functions.

A health and safety representative shall, in respect of the workplace or section of the workplace for which he has been designated be entitled to:

- a) visit the site of an incident at all reasonable times and attend any inspection in loco;
- b) attend any investigation or formal inquiry held in terms of this Act;
- c) in so far as it is reasonably necessary for performing his functions, inspect any document which the employer is required to keep in terms of this Act;
- d) accompany an inspector on any inspection;
- e) with the approval of the employer (which approval shall not be unreasonably withheld), be accompanied by a technical adviser, on any inspection; and
- f) An employer shall provide such facilities, assistance and training as a health and safety representative may reasonably require and as have been agreed upon for the carrying out of his functions.

A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of this Act.

3.19 Health & Safety Committees (OHSACT S19)

An employer shall in respect of each workplace where two or more health and safety representatives have been designated, establish one or more health and safety committees and, at every meeting of such a committee as contemplated in subsection (4), consult with the committee with a view to initiating, developing, promoting, maintaining and reviewing measures to ensure the health and safety of his employees at work.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

A health and safety committee shall consist of such number of members as the employer may from time to time determine: Provided that:

- a) if one health and safety committee has been established in respect of a workplace, all the health and safety representatives for that workplace shall be members of the committee;
- b) if two or more health and safety committees have been established in respect of a workplace, each health and safety representative for that workplace shall be a member of at least one of those committees; and
- c) The number of persons nominated by an employer on any health and safety committee established in terms of this section shall not exceed the number of health and safety representatives on that committee.

The persons nominated by an employer on a health and safety committee shall be designated in writing by the employer for such period as may be determined by him, while the health and safety representatives shall be members of the committee for the period of their designation in terms of section 17 (1).

A health and safety committee shall hold meetings as often as may be necessary, but at least once every three months, at a time and place determined by the committee: Provided that an inspector may by notice in writing direct the members of a health and safety committee to hold a meeting at a time and place determined by him: Provided further that, if more than 10 per cent of the employees at a specific workplace has handed a written request to an inspector, the inspector may by written notice direct that such a meeting be held.

The procedure at meetings of a health and safety committee shall be determined by the committee.

- a) A health and safety committee may co-opt one or more persons by reason of his or their particular knowledge of health or safety matters as an advisory member or as advisory members of the committee.
- b) An advisory member shall not be entitled to vote on any matter before the committee.

If an inspector is of the opinion that the number of health and safety committees established for any particular workplace is inadequate, he may in writing direct the employer to establish for such workplace such number of health and safety committees as the inspector may determine.

3.20 Functions of the Health & Safety Committee (OHSACT S20)

A health and safety committee:

- a) may make recommendations to the employer or, where the recommendations fail to resolve the matter, to an inspector regarding any matter affecting the health or safety of persons at the workplace or any section thereof for which such committee has been established;
- b) shall discuss any incident at the workplace or section thereof in which or in consequence of which any person was injured, became ill or died, and may in writing report on the incident to an inspector; and
- c) Shall perform such other functions as may be prescribed.

A health and safety committee shall keep record of each recommendation made to an employer in terms of subsection (1) (a) and of any report made to an inspector in terms of subsection (1) (b).

A health and safety committee or a member thereof shall not incur any civil liability by reason of the fact only that it or he failed to do anything which it or he may or is required to do in terms of this Act.

An employer shall take the prescribed steps to ensure that a health and safety committee complies with the provisions of section 19 (4) and performs the duties assigned to it by

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

subsections (1) and (2).

3.21 Induction

The Principal Contractor must develop a job- or project-specific induction course in health and safety. The Principal Contractor shall ensure that all employees under his control have gone through the induction course before commencing duties on site.

The Principal Contractor shall keep in the health and safety file, a copy of the attendance register of all employees who attended the induction course. The content of the induction course must be submitted as part of the H&S Plan to the Directorate or its Agent for approval, prior to the site being handed over to the Principal Contractor.

3.22 Health & Safety Training

The Principal Contractor shall arrange for health and safety talks or training to be given on site before any hazardous work takes place. The talks or training shall cover the relevant activity and an attendance register must be kept and signed by all attendees. The register of attendees and the content of the topic shall be kept on the site health and safety file as evidence of on-going training. The Principal Contractor must submit as part of his H&S Plan the list of hazardous works to be covered by these talks or training.

3.23 General Inspection and Monitoring

The Principal Contractor shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.

It is expected that the appointed Occupational Health and safety agent will conduct at least one full audit once every 30 days. In addition, routine site inspections, non-conformity reports and similar monitoring functions will also be conducted by the Occupational Health and safety agent.

The following monitoring interventions, amongst others may be of relevance:

- a) Accident/Incident Register (Annexure 1 of the General Administrative Regulations);
- b) OH&S Representatives Inspection Register;
- c) Asbestos Demolition & Stripping Register;
- d) Batch Plant Inspections;
- e) Construction Vehicles & Mobile Plant Inspections by Controller;
- f) Daily Inspection of Vehicles. Plant and other Equipment by the operator/Driver/User;
- g) Demolition Inspection Register;
- h) Designer's Inspection of Structures Record;
- i) Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools);
- j) Excavations Inspection;
- k) Explosive Powered Tool Inspection/Maintenance/Issue>Returns Register (incl. cartridges & nails);
- l) Fall Protection Inspection Register;
- m) First Aid Box Contents;
- n) Fire Equipment Inspection & Maintenance;
- o) Formwork & Support work Inspections;
- p) Hazardous Chemical Substances Record;
- q) Ladder Inspections;
- r) Lifting Equipment Register;
- s) Materials Hoist Inspection Register;
- t) Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.);
- u) Scaffolding Inspections;
- v) Stacking & Storage Inspection;
- w) Inspection of Structures;
- x) Inspection of Suspended Platforms;

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- y) Inspection of Tunneling Operations;
- z) Inspection of Vessels under Pressure;
- aa) Welding Equipment Inspections;
- bb) Oxy-Acetylene equipment inspections;
- cc) Inspection of Work conducted on or Near Water

The Principal Contractor shall maintain incident/ injury statistics and report on this to EAST LONDON IDZ (SOC) LTD on a monthly basis.

Disabling Injury: is defined as any incident which arises directly out and in the course of duty, resulting in any occupational illness, injury or disease: giving rise to any related temporary or permanent disablement as determined by a medical practitioner. Furthermore, incidents shall be classified as disabling where one or more of the following criteria are applicable:

- a) The affected person is unable to continue with all of the task for which they were appointed responsible for, and which constitutes their normal work duties;
- b) The loss of one or more days or shifts following the shift during which the incident occurred, inclusive of weekends and scheduled off-duty days;
- c) All fractures and amputations, irrespective whether any days were lost (with exception of a hairline fracture which is certified by an attending physician as needing no further medical treatment, and provided no supportive materials are applied);
- d) Unconsciousness, irrespective of duration, resulting from workplace exposure or incident;
- e) Occupational illness which necessitates medical treatment resulting in restricted duties; and
- f) Any bone damage except close damage to the tuft of the terminal phalanx (E.g. closed fracture, amputation of the tip of a finger).

The Contractor shall report monthly incident/injury statistics in the following manner;

- a) *Disabling Injury Frequency Rate (DIFR)* =
$$\frac{(\text{Number of Disabling injury cases}) \times 200\,000}{\text{Number of man-hours worked}}$$
- b) *First Aid Treatment Frequency Rate (FTFR)* =
$$\frac{\text{Number of First aid treatments} \times 200\,000}{\text{Number of Man-hours}}$$
- d) *Fatality Frequency Rate (FFR)* =
$$\frac{(\text{Number of fatalities}) \times 200\,000}{\text{Number of Man-hours worked}}$$

Each contractor must maintain and provide a monthly summary register of incidents in the following tabulated format

Contractor Name _____	Month _____
FATAL	
LTI	
MT	
FA	
Man hours worked for the month	

FATAL = Fatal injury

LTI = Lost time injury

Mt = Medical Treatment

FA = First aid

Statistics are to be completed month on month, representative of a calendar month. These statistics are to be submitted within the first week of the new month to the Health and Safety

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Agent.

3.24 Non-conformities and corrective actions

Non-conformities are raised by appointed SHE agents representing the ELIDZ. Typically reported on a daily or weekly basis for action by the contractors. Contractors are to summarize these non-conformities onto the following tabulation and submit comments re' close out of these at the end of each calendar month to the Health and safety agent representing the ELIDZ.

No #	Finding	OBS/NC/MNC	Proposed action	Deadline date	Action taken by contractor, (to be listed here by the contractor)
OBS = an observation. Physical defects, potential non-conformity, unclear information. NC = Non-Conformity. A deviation from a requirement of the OHS plan and or related legislation. Defined as any deviation from work standards, practices, procedures, regulations, management system performance etc. that could lead either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or a combination of these. A non-fulfillment of a requirement MNC = Major non-conformity. System failures, absence of mandatory procedures, major legal non-compliance, cluster of minor non-conformances, elevation of minor non-conformance due to lack of action.					
1	Logged by OHS agent	Positive finding	Logged by OHS agent	Logged by OHS agent	<u>Logged by Contractor</u>
2	Logged by OHS agent	Positive finding	Logged by OHS agent	Logged by OHS agent	<u>Logged by Contractor</u>

3.25 Penalties

Minor: Penalty: R50/count	Medium: Penalty: R200/count or non-conformance	Severe Penalty: R5000/count, non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S safe work procedures.	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Failure to adhere to requirements of fall protection and fall arrest controls
Minor at risk actions and or conditions of a continuous nature.	No monthly OHS report at site meeting to report on	Scaffolding and or formwork not inspected, signed off and grossly non-compliant to the SANS codes and legal requirements
	No certificates of fitness for workers as required	Deep excavations not inspected, signed off and grossly non-compliant to legal requirements

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Minor: Penalty: R50/count	Medium: Penalty: R200/count or non- conformance	Severe Penalty: R5000/count, non- conformance and/or activity stoppage
	General non-compliance to developed procedures, forms, appointments and other requirements of the contractors OHS plan	Continued or repeated gross at risk actions and or conditions.

The Contractor shall be penalized R1,000.00 for commencing works on site without requisite approved safe working procedures.

The Contractor shall be penalized R200.00 for each day on which work continues without requisite approved safe work procedures.

Penalties arising out of lack of safe work procedures shall be deductible from monthly payment certificates.

3.26 First Aid, Emergency Equipment, incident recording, reporting and investigation (GSR3)

The Principal Contractor shall submit a detailed Emergency Procedure as part of his H&S Plan. The procedure shall detail the following:

- a) List of key personnel,
- b) A contact list of all local emergency service providers (Fire department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel.
- c) Actions or steps to be taken in the event of the emergency; and
- d) Information on any hazardous material and its situation on the site
- e) Information on hazardous material's potential impact or risk on the environment or to humans, and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees and injury resulting from the use of hazardous substances, etc.

In the event of an emergency arising, the Principal Contractor shall advise the Directorate or its Agent in writing of the incident, together with a record of any action taken, within 24 hours of the emergency occurring.

An employer shall take all reasonable steps that are necessary under the circumstances, to ensure that persons at work receive prompt first aid treatment in case of injury or emergency.

Where more than five employees are employed at a workplace, the employer of such employees shall provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace.

Taking into account the type of injuries that are likely to occur at a workplace, the nature of the activities performed and the number of employees employed at such workplace, the employer shall make sure that the first aid box or boxes contain suitable first aid equipment which include at least the equipment listed in the Annexure hereto.

Such an employer shall make sure that only article and equipment or other similar equipment or medicine is kept in the first aid box or boxes.

Where more than 10 employees are employed at a workplace, the employer of such employees shall take steps to ensure that for every group of up to 50 employees at that workplace, or in the case of a shop or an office as contemplated in the Basic Conditions of employment Act, 1983 (Act No. 3 of 1983), for every group of up to 100 employees, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid, issued by:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- a) the SA Red Cross Society;
- b) the St. John Ambulance;
- c) the SA First Aid League; or
- d) A person or organisation approved by the chief inspector for this purpose.

An employer shall at a workplace where a high risk substance or toxic, corrosive or similar hazardous substances are used, handled, processed or manufactured, ensure that the first aid worker is trained in the first aid procedures that are necessary for the treatment of injuries that may result from such activities, including the acute detrimental effects of exposure to such substances, and in the emergency procedures which are necessary in the case of accidental leakage or dumping of such substances.

An employer shall affix a prominent notice or sign in a conspicuous place at a workplace, indicating where the first aid box or boxes are kept as well as the name of the person in charge of such first aid box or boxes.

An employee with an open wound, cut, sore or any similar injury, who works in a workplace where a substance is used, handled, processed or manufactured, shall report such injury to his employer forthwith. The employer may not permit such employee to continue working before the injury has been cleaned with soap and water or with a diluted disinfectant.

Where an employee is exposed or can be exposed to a potential hazard of injury to the eye through contact with a biological or chemical substance, the employer concerned shall make sure that there is an eyewash fountain or any similar facilities, in the immediate vicinity of the workplace of such employee and that the employee is trained in the use thereof.

Where an employee at a workplace is exposed or can be exposed to a potential hazard of injury to or absorption through the skin as a result of sudden contact with a large amount of toxic, corrosive, high risk or similar hazardous substance, the employer concerned shall make sure that there is a fast-reacting deluge-shower with clean water or a similar facility in the immediate vicinity of the workplace of such employee and that the employee is trained in the use thereof.

3.27 Minimum contents of a First Aid Box

In the case of shops and offices, the quantities stated under items 1, 8, 9, 10, 14, 15, 17, and 18 may be reduced by half.

Item 1	Wound cleaner / antiseptic (100ml)
Item 2	Swabs for cleaning wounds
Item 3	Cotton wool for padding (100g)
Item 4	Sterile gauze (minimum quantity 10)
Item 5	1 pair of forceps (for splinters)
Item 6	1 pair of scissors (minimum size 100mm)
Item 7	1 set of safety pins
Item 8	4 triangular bandages
Item 9	4 roller bandages (75mm x 5m)
Item 10	4 roller bandages (100mm x 5m)
Item 11	1 roll of elastic adhesive (25mm x 3m)
Item 12	1 Non-allergenic adhesive strip (25mm x 3m)
Item 13	1 Packet of adhesive dressing strips (minimum quantity 10 assorted sizes)
Item 14	4 First aid dressing (75mm x 100mm)
Item 15	4 First aid dressings (150mm x 200mm)
Item 16	2 Straight splints
Item 17	2 Pairs large and 2 pairs medium disposable latex gloves
Item 18	2 CPR mouth pieces or similar devices

3.28 Reporting of Incidents and Occupational Diseases (GAR8)

An employer or user, as the case may be, shall:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- a) within seven days of any incident referred to in section 24(1)(a) of the Act, give notice thereof to the provincial director in the form of WCL1 or WCL 2; and
- b) where a person, in consequence of such an incident, dies, becomes unconscious, suffers the loss of a limb or part of a limb, or is otherwise injured or becomes ill to such a degree that he or she is likely either to die or to suffer a permanent physical defect, such incident, including any other incident contemplated in section 24(1)(b) and (c) of the Act, shall forthwith also be reported to the provincial director by telephone, facsimile or similar means of communication.

If an injured person dies after notice of the incident in which he or she was injured was given in terms of sub-regulation (1), the employer or user, as the case may be, shall forthwith notify the provincial director of his or her death.

Whenever an incident arising out of or in connection with the activities of persons at work occur to persons other than employees, the user, employer or self-employed person, as the case may be, shall forthwith notify the provincial director by facsimile or similar means of communication as to the:

- a) name of the injured person;
- b) address of the injured person;
- c) name of the user, employer or self-employed person;
- d) address of the user, employer or self-employed person;
- e) telephone number of the user, employer or self-employed person;
- f) name of contact person;
- g) details of incident:
 - o What happened?
 - o Where it happened (place);
 - o When it happened (date and time);
 - o How it happened;
 - o Why it happened; and
- h) Names of witnesses.

Any registered medical practitioner shall, within 14 days of the examination or treatment of a person for a disease contemplated in section 25 of the Act, give notice thereof to the chief inspector and the employer in the form of WCL 22.

Any other person not contemplated in this regulation may in writing give notice of any disease contemplated in section 25 of the Act, to the employer and chief inspector.

3.29 Recording and Investigation of Incidents

An employer or user shall keep at a workplace or section of a workplace, as the case may be, a record in the form of Annexure 1 for a period of at least three years, which record shall be open for inspection by an inspector, of all incidents which he or she is required to report in terms of section 24 of the Act and also of any other incident which resulted in the person concerned having had to receive medical treatment other than first aid.

An employer or user shall cause every incident which must be recorded in terms of sub regulation (1), to be investigated by the employer, a person appointed by him or her, by a health and safety representative or a member of a health and safety committee within 7 days from the date of the incident and finalised as soon as is reasonably practicable, or within the contracted period in the case of contracted workers.

The employer or user shall cause the findings of the investigation contemplated in sub regulation (2) to be entered in Annexure 1 immediately after completion of such investigation.

An employer shall cause every record contemplated in sub regulation (1) to be examined by the health and safety committee for that workplace or section of the workplace at its next meeting and shall ensure that necessary actions, as may be reasonable practicable, are implemented and followed up to prevent the recurrence of such incident.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

3.30 Personal Protective Equipment

The Principal Contractor shall ensure that all workers are issued with, and wear, appropriate PPE including Hard Hats, Steel-Toe Safety Shoes and Overalls. The Principal Contractor shall make provision for, and keep adequate quantities of, SABS-approved PPE or clothing on site at all times.

This procedure must be included in the H&S Plan. A copy of the register of PPE issues must be filed with the H&S Plan.

3.31 Display of Occupational Health & Safety Signs and Notices (GSR2.b)

If the provisions of any regulation prescribe a particular notice or sign to be displayed by an employer or by a user at a workplace, the employer or user may, in lieu thereof, display a corresponding symbolic sign, as contained in a safety standard incorporated for this purpose into these regulations under section 44 of the Act, in which case the employer or user shall be deemed to have complied with such provisions.

The Principal Contractor shall erect and maintain on site symbolic safety signage and notices that conform to the SABS requirements. The signage shall include, but not be limited to:

- a) Hard Hat Area
- b) Safety Shoes to be worn
- c) Dust Masks or Respirators in areas where there might be exposure to airborne pollutants
- d) Ear plugs or Muffs where there might be noise exposure over the safe limit
- e) Gloves; Safety Goggles; Safety Harness, etc.

3.32 Intoxication (GSR2.a)

An employer or a user, as the case may be, shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

No person at a workplace shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.

An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such workplace.

4 OCCUPATIONAL HEALTH AND SAFETY

4.1 Fall Protection (CR10)

A contractor must designate a competent person to be responsible for the preparation of a fall protection plan and ensure that the fall protection plan is implemented, amended where and when necessary and maintained as required and take steps to ensure continued adherence to the fall protection plan.

A fall protection plan must include a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location, the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.

A programme for the training of employees working from a fall risk position and the records thereof, the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings. No person is required to work in a fall risk position; unless such work is performed safely.

Fall prevention and fall arrest equipment is approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall.

Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

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

- a) the roof work has been properly planned
- b) the roof erectors are competent to carry out the work;
- c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
- d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- f) Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

4.2 Structures (CR11)

A contractor must ensure that all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure or part of a structure is loaded in a manner which would render it unsafe; and all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client's agent or employee.

4.3 Temporary Works (CR12) (Previously Formwork and Support work)

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand.

All temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted. Detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

All persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely. All equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used.

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

No person may cast concrete, until authorization in writing has been given by the competent person if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately and adequate precautionary measures are taken in order to:

- a) secure any deck panels against displacement;
- b) prevent any person from slipping on temporary works due to the application of release agents; and
- c) the health of any person is not affected through the use of solvents or oils or any other similar substances.

Upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person. The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.

The contractor must ensure provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level. A temporary works drawing or any other relevant document includes construction sequences and methods statements.

The contractor must ensure that the temporary works designer has been issued with the latest revision of any relevant structural design drawing; a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site and the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any works other than its intended purpose.

4.4 Excavations (CR13)

A contractor must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation and may not require or permit any person to work in an excavation which has not been adequately shored or braced.

Provided that shoring and bracing may not be necessary where:

- a) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- b) such an excavation is in stable material:

Provided that:

- a) permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
- b) Where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be.

The contractor must take steps to ensure that the shoring or bracing is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question and must ensure that no load, material plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing.

The contractor must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons and must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.

The contractor must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.

The contractor must ensure that every excavation, including all bracing and shoring, is inspected:

- a) daily, prior to the commencement of each shift;
- b) after every blasting operation;
- c) after an unexpected fall of ground;
- d) after damage to supports; and
- e) after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.

The contractor must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable and provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure.

The contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation.

4.5 Drill and Blast

Where the excavation work involves the use of explosives, the contractor must appointment a competent person in the use of explosives for excavation, and must ensure that a safe work procedure is developed by that person in accordance with the applicable explosives legislation and must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

The contractor is to determine a formal safe work procedure for all aspects of this process.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Blasting to be conducted by competent service providers. Blasters and related activities to be approved by the SAPS. No explosives are to be stored on site. A suitable safe work procedure must be established for blasting. This must include notifications to: To the East London Airport; East London Port Control; local bird farm; ELIDZ & the OHS agent.

4.6 Demolition Work (CR14) – if applicable

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a safe work procedure on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the safe work procedure in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe, that all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut and precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

A contractor must ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced and ensure that any support, shoring or bracing is designed and constructed so that it is strong enough to support the overhanging material.

Where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons. Ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved.

Every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means and convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work and erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute is adequately constructed and rigidly fastened. If inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides. If of the open type, is inclined at an angle of less than 45 degrees to the horizontal. Where necessary is fitted with a gate at the bottom end to control the flow of material and discharges into a container or an enclosed area surrounded by barriers.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

Where the demolition work involves the use of explosives, a safe work procedure must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

4.7 Tunneling (CR15) – if applicable

No person may enter a tunnel, which has a height dimension of less than 800 millimeters.

4.8 Scaffolding (CR16)

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

Access scaffolding must be strictly managed in terms of SANS 1085

4.9 Suspended Platforms (CR17)

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless:

- a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- b) he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- c) he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the:
 - appointment of the competent person
 - competency of erectors, operators and inspectors;
 - operational design calculations, which must comply with the requirements of the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- platform;
- procedures for and records of inspections having been carried out; and
- Procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design contemplated, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design for every new project.

A contractor must ensure that the outriggers of each suspended platform are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure the suspension wire rope and the safety wire rope are separately connected to the outrigger. Each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform. The hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur. The machinery is so situated that it is easily accessible for inspection. The rope connections to the outriggers are vertically above the connections to the working platform and when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure. Is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it and is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing:

- a) the maximum mass load;
- b) the maximum number of persons; and
- c) the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with the manufacturer's specification. The whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured.

The performance test to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must, cause every hoisting rope, hook or other load-attaching device which

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor, or the suspended platform inspector, carries out a daily inspection of all the equipment prior to use, including establishing whether:

- a) all connection bolts are secure;
- b) all safety devices are functioning;
- c) all safety devices are not tampered with or vandalized;
- d) the total maximum mass load of the platform is not exceeded;
- e) the occupants in the suspended platform are using body harnesses which have been properly attached;
- f) there are no visible signs of damage to the equipment; and
- g) all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness. Is competent in conducting work related to suspended platforms safely. Is trained or received training, which includes at least:

- a) how to access and egress the suspended platform safely;
- b) how to correctly operate the controls and safety devices of the equipment;
- c) information on the dangers related to the misuse of safety devices; and
- d) information on the procedures to be followed in the case of:
 - o an emergency;
 - o the malfunctioning of equipment;
 - o the discovery of a suspected defect in the equipment; and
 - o instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

4.10 Rope Work (CR18)

A contractor must appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work. Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation.

A contractor must ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and he or she is in possession of a site specific fall protection plan developed by a competent person

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

4.11 Material Hoists (CR20)

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

A contractor must ensure that the tower of every material hoist is erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimeters for over travel.

Is enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimeters from the ground or floor level and provided with a door or gate at least 2100 millimeters in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

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

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

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

A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist. No contractor may require or permit any person to ride on a material hoist.

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

4.12 Bulk Mixing Plant (CR20)

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is aware of all the dangers involved in the operation thereof; and conversant with the precautionary measures to be taken in the interest of health and safety.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

4.13 Explosive Actuated Fastening Device (CR21)

No contractor may use or permit any person to use an explosive actuated fastening device, unless the user is provided with and uses suitable protective equipment. The user is trained in the operation, maintenance and use of such a device.

The explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and the firing mechanism is so designed that the explosive actuated fastening device will not function unless it is held against the surface with a force of at least twice its weight and the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used. An explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose. The safety devices of an explosive actuated fastening device are in good working order prior to use.

When not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons. An explosive actuated fastening device is not stored in a loaded condition. A warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used and the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are:

- a) controlled and done in writing by a person having been appointed in writing for that purpose; and
- b) recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

4.14 Cranes, lifting machinery and equipment (CR22&DMR18)

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used they are designed and erected under the supervision of a competent person. A relevant risk assessment and safe work procedures are developed and applied.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

The effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification. The bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured.

The tower crane operators are competent to carry out the work safely and the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3. All mobile cranes, power driven lifting machinery, mechanical lifting devices, lifting tackle and similar must be strictly maintained as per the Driven Machinery regulation 18. As legislated, operators must be competent. Formal safe work procedures are to be determined relative to the process in question.

All lifting machinery and tackle is to be subject to routine inspections by a competent person, as well as annual performance testing. The contractor is to determine a safe work procedure relative to the risks associated with this process. Lifting machinery must strictly comply too the criteria of Driven Machinery Regulation 18 and 19.

4.15 Construction Vehicles and Mobile Plant (CR23)

A contractor must ensure that all construction vehicles and mobile plant:

- a) are of an acceptable design and construction;
- b) are maintained in a good working order;
- c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- d) are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorized in writing to operate those construction vehicles and mobile plant; and
- e) has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3
- f) have safe and suitable means of access and egress;
- g) are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- h) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- i) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- j) are equipped with an acoustic warning device which can be activated by the operator;
- k) are equipped with an automatic acoustic reversing alarm; and
- l) are inspected by the authorized operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspections are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health. The traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size. Every traffic route is where necessary, indicated by suitable signs.

All construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant. All construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

a neutral position, motors stopped, wheels chocked, brakes set and ignition secured. Whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation. Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.

Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried and all construction vehicles or mobile plant traveling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

4.16 Electrical Installations and Machinery on Construction Sites (CR24)

A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988 ensure that before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site.

All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites. The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose.

All temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

4.17 Use and Temporary Storage of Flammable Liquids on Construction Sites (CR25)

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated.

No person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking. An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs.

Only the quantity of flammable liquid needed for work on one day is taken out of the store for use. All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of.

Where flammable liquids are decanted, the metal containers are bonded and earthed and no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

4.18 Water Environments (CR26)

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for preventing persons from falling into water and the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

4.19 Housekeeping and General Safeguarding on Construction Sites (CR27)

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987 ensure that suitable housekeeping is continuously implemented on each construction site, including the proper storage of materials and equipment. The removal of scrap, waste and debris at appropriate intervals. Ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways.

Ensuring that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals. Ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6).

Ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

4.20 Stacking and Storage on Construction Sites (CR28)

A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site. That adequate storage area is provided. There are demarcated storage areas and storage areas are kept neat and under control.

4.21 Fire Precautions on Construction Sites (CR29)

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that all appropriate measures are taken to avoid the risk of fire. Sufficient and suitable storage is provided for flammable liquids, solids and gases.

Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials. In confined spaces and other places in which flammable gases, vapours or dust can cause danger:

- a) only suitably protected electrical installations and equipment, including portable lights, are used;
- b) there are no flames or similar means of ignition;
- c) there are conspicuous notices prohibiting smoking;
- d) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- e) adequate ventilation is provided.

A contractor must ensure that combustible materials do not accumulate on the construction site. Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire. Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order.

The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof. A sufficient number of workers are trained in the use of fire-extinguishing equipment. Where appropriate suitable visual signs are provided to clearly indicate the escape route in the case of a fire.

The means of escape is kept clear at all times. And that there is an effective evacuation plan providing for all:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- a) persons to be evacuated speedily without panic;
- b) persons to be accounted for; and
- c) plant and processes to be shut down; and (m) a siren is installed and sounded in the event of a fire.

4.22 Construction Employees' Facilities (CR30)

A contractor must, in addition to the construction site provisions in the Facilities Regulations, 2004, promulgated by Government Notice No. R. 924 of 3 August 2004 provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- a) shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- b) at least one sanitary facility for each sex and for every 30 workers;
- c) changing facilities for each sex; and
- d) sheltered eating areas.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

4.23 Notification of Asbestos Work (AR3) – if applicable

No employer or self-employed person shall carry out any asbestos work unless he or she has notified the provincial director in writing thereof prior to the commencement of such work. No employer or self-employed person shall require or permit any person to work in an environment in which he or she would be exposed to asbestos in excess of the prescribed occupational exposure limit.

An employer shall, before any employee is exposed or may be exposed to asbestos dust, after consultation with the health and safety committee established for that section of the workplace, ensure that the employee is adequately and comprehensively informed and trained, on both practical aspects and theoretical knowledge, with regard to:

- a) the contents and scope of these Regulations;
- b) the potential sources of exposure, including the recognition of derelict asbestos-containing materials;
- c) the potential health risk caused by exposure to asbestos, including the health risks to employees' families and others, which could result from taking home asbestos contaminated equipment and clothing, and the dramatically increased risk of lung cancer for asbestos workers who smoke;
- d) the measures taken by the employer to protect an employee against any risk from exposure;
- e) the precautions to be taken by the employee to protect himself or herself against the health risks associated with the exposure, which precautions include the wearing and use of protective clothing and respiratory protective equipment;
- f) the necessity, correct use, maintenance and limitations of protective equipment, facilities and engineering control measures provided;
- g) the assessment of exposure, the purpose of air sampling, the necessity for medical surveillance and the long term benefits and limitations thereof;
- h) the occupational exposure limit and its meaning;
- i) the importance of good housekeeping at the workplace and personal hygiene;
- j) the safe working procedures regarding the use, handling, processing, and storage of any material containing asbestos, which procedures include the correct use of control measures to limit the spread of asbestos dust outside the work area, and to limit the exposure of workers inside the work area as far as is reasonably practicable;
- k) procedures to be followed in the event of an accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- l) procedures for reporting and correcting defects likely to result in the release of asbestos dust;
- m) safe disposal of asbestos waste;
- n) procedures for record keeping; and
- o) matters contemplated in regulation 6.

Refresher training on matters shall be given at least every year or at more frequent intervals that may be recommended by the health and safety committee.

Training should be given more frequently than once a year if:

- a) work methods change;
- b) the type of work carried out changes significantly; or
- c) The type of equipment used to control exposure changes.

Training shall be provided by somebody who is competent to provide it and has adequate personal practical experience and theoretical knowledge of all aspects of the work being carried out by the employer.

An employer or a self-employed person shall ensure, as far as is reasonably practicable, that his or her mandatory or any person other than employees who may be exposed to asbestos at the workplace are given adequate information, instruction and training.

An employer shall keep a record of any training, both practical and theoretical, that was given to an employee.

An employer or a self-employed person shall give instructions in writing of the procedures to the drivers of vehicles carrying asbestos or asbestos-containing material that has the potential of causing environmental pollution or affecting human health.

5 APPOINTMENTS

5.1 Legal and other appointments

The Principal contractor is to include a site specific company organogram indicating the abovementioned appointments in their health and safety file.

Designations / Appointments (see Regulations of the Act)

Construction Manager	Construction Regulations 8(1)
Assistant Construction Manager	Construction Regulations 8(2)
Health & Safety Officer	Construction Regulations 8(5)
Construction Supervisor	Construction Regulations 8(7)
Assistant Construction Supervisor	Construction Regulations 8(8)
Risk Assessor	Construction Regulations 9(1)
Fall Protection Planner	Construction Regulations 10(1) (a)
Temporary Works Designer	Construction Regulations 12(1)
Temporary Works Supervisor	Construction Regulations 12(2)
Excavation Supervisor	Construction Regulations 13(1) (a)
Demolition Supervisor	Construction Regulations 14(1)
Scaffolding Supervisor	Construction Regulations 16(1)
Suspended Platform Supervisor	Construction Regulations 17(1)
Suspended Platform Inspector	Construction Regulations 17(8) (c)
Rope Access Supervisor	Construction Regulations 18(1) (a)
Rope Access Operator	Construction Regulations 18(1) (c)
Material Hoist Operator	Construction Regulations 19(6)
Material Hoist Inspector	Construction Regulations 19(8) (a)
Bulk Mixing Plant Supervisor	Construction Regulations 20(1)
Explosive Actuated Fastening Device Inspector	Construction Regulations 21(2) (b)
Explosive Actuated Fastening Device Issuer	Construction Regulations 21(2) (g)
Cranes – Design & Erection Supervisor	Construction Regulations 22(a)
Crane Operator	Construction Regulations 22(e)
Construction vehicle and mobile plant operators	Construction Regulations 23(1)
Control of Temporary Electrical Installations	Construction Regulations 24(c)

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Stacking & Storage Supervisor
Fire Equipment Inspector
Health & Safety Representative
First Aider
Person Responsible for Machinery
Incident Investigator
Hazardous Chemical Substances Supervisor
Ladder Inspector
Hand Tool Inspector
Portable Electrical Equipment Inspector
Safety Harness Inspector

Construction Regulations 28(a)
Construction Regulations 29(h)
OHSACT Section 17(2)
GSR Section 3(4)
GMR Section 2
GAR Section 9(2)

6 ANNEXURES

6.1 Annexure 1 (GAR)

6.2 Application for Permit to do Construction Work

6.3 Notification of Construction work

6.4 Medical Certificate of Fitness

7 APPENDICES

7.1 ELIDZ Occupational Health and Safety Policy

ANNEXURE 1

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)**

**REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS
RECORDING AND INVESTIGATION OF INCIDENTS**

A. RECORDING OF INCIDENT

1. Name of employer
2. Name of affected person.....
3. Identity number of affected person.....
4. Date of incident
5. Time of incident.....

6. Part of body affected	Head or Neck	Eye	Trunk	Finger	Hand
	Arm	Foot	Leg	Internal	Multiple

7. Effect on person	Sprains or strains	Contusion or wounds	Fractures	Burns	Amputation
	Electric shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Disease

8. Expected period of disablement	0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed
-----------------------------------	-----------	-----------	-------------	--------------	------------------------------------	--------

9. Description of occupational disease.....

10. Machine/process involved/type of work performed/exposure**

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

12. Was the incident reported to the police?*

Yes	No
-----	----

13. SAPS office and reference

*to be completed in case of a fatal incident.** in case of a hazardous chemical substance, indicate substance exposed to

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

**B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED
THERETO**

1. Name of investigator
2. Date of investigation
3. Designation of Investigator
4. Short description of incident
.....
.....
.....
5. Suspected cause of incident
.....
.....
.....
6. Recommended steps to prevent a recurrence
.....
.....
.....
.....

.....
Signature of Investigator

.....
Date

**C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR
INCIDENT**

.....
.....
.....
.....

.....
Signature of employer

.....
Date

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks

.....
.....
.....
.....

.....
Signature of Chairperson of Health and Safety Committee

.....
Date

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

(In terms of Regulation 3(2) of Construction Regulations, 2014)

This application must be submitted with the following documents:

1. Health and Safety Specification
2. Health and Safety Plan
3. Baseline Risk Assessment

1. Name, postal address and telephone numbers of the client:

.....
.....
.....
.....

2. Details of the Agent:

a. Title, Surname and Initials

b. Identity number/Passport number

c. Registration number with SACPCMP

d. Office Tel. number and/or Mobile number

e. Postal address

.....
.....
.....
.....

3. Name, postal address and telephone numbers of the appointed principal contractor:

.....
.....
.....
.....

4. Name, postal address and telephone numbers of designer of the project:

.....
.....
.....
.....

5. Name, postal address and telephone numbers of the following persons:

a. Construction Manager:.....

b. Construction Health and Safety Manager:.....

c. Construction Health and Safety Officer:.....

6. Exact physical address of the construction and site office:
.....
.....
.....
.....
7. Nature of construction work:
.....
.....
.....
.....
8. Expected commencement date:.....
9. Expected completion date:.....
10. Estimated maximum number of persons on the construction site:
11. Planned number of contractors on site accountable to principal contractor:.....
12. Name(s) of contractors appointed:
.....
.....
.....
.....
.....
.....
13.
Signature of Client/Clients Agent
14.
Signature of the Principal Contractor

FOR OFFICE ONLY

Authorisation/Unique No.	LABOUR CENTRE	OFFICIAL APPROVAL STAMP

15. Date of application:

16. Submitted documents prescribed in Construction Regulation 5(4) (Please Tick ✓):

CR 5 (1) (a)		CR 5 (1) (b)		CR 5 (1);(C-S)	
--------------	--	--------------	--	----------------	--

17. Result of the application (Please Tick ✓):

Approved		Declined	
----------	--	----------	--

18. Reason for declining the application:

.....

.....

.....

.....

.....

.....

19.

Signature of the Supervisor

20.

Signature of revoking Officer/Inspector

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:

8. Nature of the construction work:

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.**

OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

Construction Regulations 2014

MEDICAL CERTIFICATE OF FITNESS

Name of Employee: _____ ID Number _____ Co. Number _____

	* Possible Exposures e.g. Noise, heat, fall risk, confined space, etc.	* Job Specific Requirements Operating mobile crane, digging trenches, erecting formwork and support work, etc.	*Protective Equipment eg. Dust respirator (light duty), welding gloves, etc.
*Occupation eg. 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 Medical Examiner:

I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned 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 _____

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE (SOC) LTD

OCCUPATIONAL HEALTH AND SAFETY POLICY



The East London Industrial Development Zone (ELIDZ) (SOC) Ltd is a world class 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 occupational health and safety (OH&S) 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 and socially acceptable and sustainable. ELIDZ (SOC) Ltd recognizes that Occupational Health and Safety 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 establish and maintain an OH&S Management System to:

- Determine those occupational health and safety hazards related to the ELIDZ development and activities which may put the health and safety of ELIDZ (SOC) Ltd employees, contractors, tenants, visitors, and community at risk;
- Plan actions to mitigate negative occupational health and safety risks within the ELIDZ's jurisdiction;
- Monitor all ELIDZ tenant activities within ELIDZ's jurisdiction which can result in negative occupational health and safety risks;
- Provide a framework and the means for setting, monitoring and achieving objectives to improve OH&S performance;
- Ensure adherence to all OH&S legislation, government policy and other requirements relevant to the development and operation of the ELIDZ;
- Periodically monitor, audit and review progress.

In so doing, the ELIDZ (SOC) Ltd shall wherever reasonably practicable manage potentially detrimental effects on health and safety of all employees and communities affected by the ELIDZ development.

As a responsible corporate citizen the ELIDZ (SOC) Ltd shall work with companies operating within the ELIDZ and with all tiers of government to ensure appropriate management of OH&S risks within its scope of authority.

The ELIDZ (SOC) Ltd shall pursue continual improvement through the use of:

- Cost effective OH&S performance criteria; and
- Reduction of the risk of ill health, accidents and incidents.

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 OH&S performance of the ELIDZ (SOC) Ltd and hereby assert that adherence to this OH&S Policy is mandatory to all ELIDZ employees and contractors. Top Management hereby further pledge on behalf of the ELIDZ (SOC) Ltd to integrate OH&S considerations into our decision-making processes.

This 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.

Simphiwe Kondlo
Chief Executive Officer

SHE/DOC/01 rev 5 (05/01/2015)

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

**C3.4: CONSTRUCTION ENVIRONMENT
MANAGEMENT PLAN**

SHE/WI/02 rev 10 (Feb 2020)

**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.

ENVIRONMENTAL POLICY

The East London Industrial Development Zone (ELIDZ) (SOC) Ltd is a world class operator of a prestigious industrial complex where highly competitive organizations 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 tenant's 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 through 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.

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List of Abbreviations

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

1 PURPOSE OF THE CEMP

The purpose of the CEMP is to translate the recommendations of the Strategic Environmental Assessment (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 minimize adverse environmental impacts and to develop a project specific EMP. It is critical that the contractor make provision for the implementation and maintenance of the requirements of the ELIDZ CEMP and their project specific EMP.

2 IMPLEMENTATION OF THE CEMP

The CEMP is intended for dissemination by the SHEQM 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 Pa's and Contractors shall incorporate the requirements of the CEMP in their tenders, and are required to make it an integral part of their contract with Subcontractors.

The Safety, Health Environment & Quality Management (SHEQM) 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 CEMP is a generic document that will be applicable for all construction activities within the ELIDZ, and will be implemented by the key role players of the project team including the Pa's, and Contractor, as per the organizational requirements specified.

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.

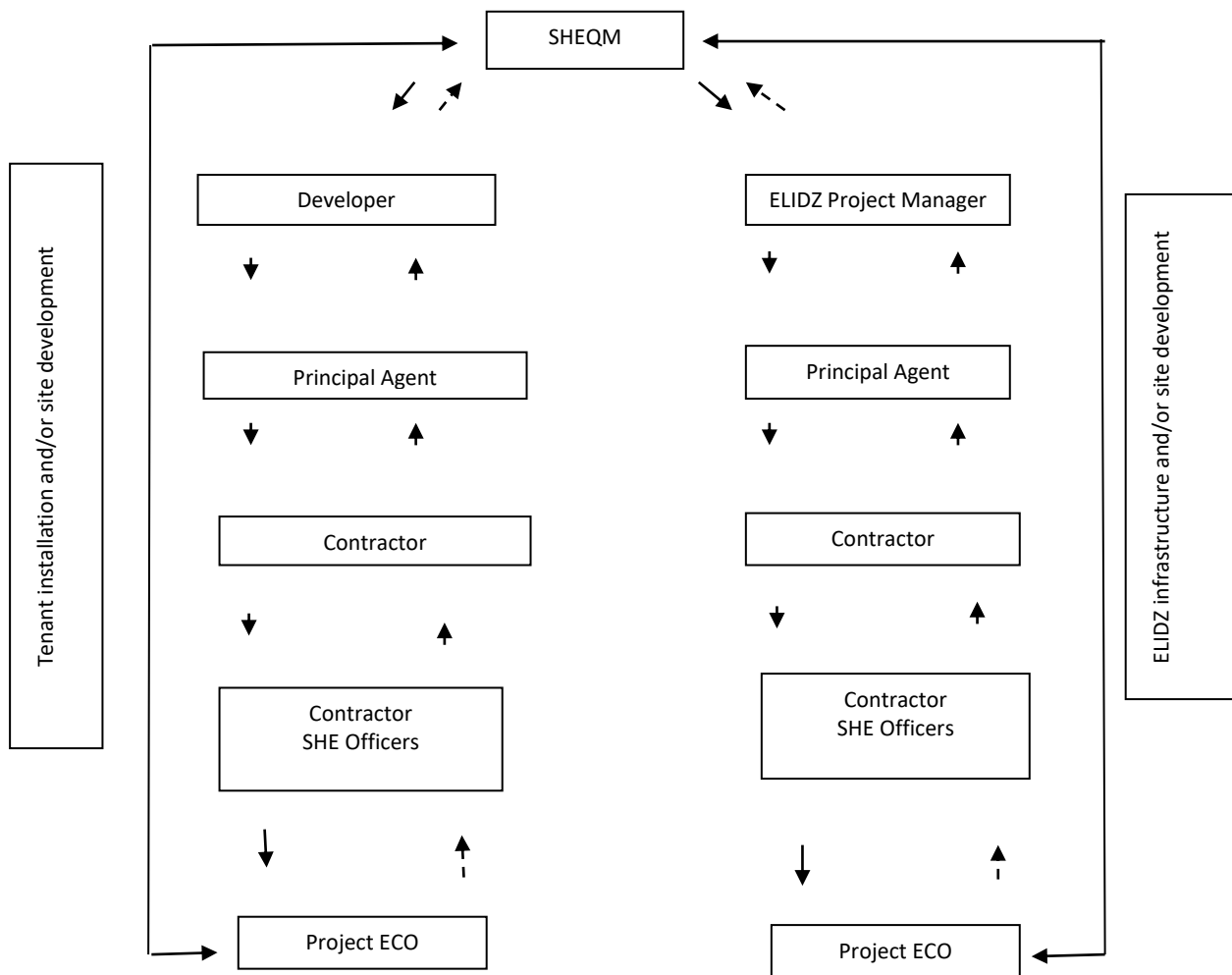


Figure 1: Organisational structure showing lines of responsibility and communication.

3.2 Roles and responsibilities

3.2.1 Safety, Health, Environment & Quality Management (SHEQM)

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 (SHEQM) of the ELIDZ or the duly appointed representative to monitor the implementation of the requirements of the CEMP by ELIDZ Project Management team, Consultants and Contractors, as specified in the CEMP.

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

In terms of the application of this CEMP the SHEQM 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 SHEQM with written reports related to non-conformance with the CEMP and method statements. Escalate to SHEQM 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 PECO to submit Environmental Close-out report for SHEQM 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 Project Environmental Control Officer (PECO)

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

3.2.3 The Developer

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

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

3.2.4 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:

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

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 SHE Officer, responsible for managing the CEMP on the Contractors behalf, for approval. The proposed SHE Officer shall have the required environmental experience to manage the CEMP and the SHEQM 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 SHE Officer to the PA and SHEQM within 7 days of the appointment to commence work. The appointed SHE Officer 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: SHE Officer

The SHE Officer 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 SHEQM 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 Maintain records of all tool box talks and awareness training
- 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, SHEQM 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. An example of a typical method statement format is attached as Annexure 1.

- 4.2.1 Method statements shall state clearly:
 - Timing, location and phasing of activities
 - materials to be used
 - how and where materials will be stored
 - containment of leaks or spills of any liquid or material that may occur
 - equipment and staffing requirements
 - the proposed construction procedure designed to implement the relevant environmental specifications
 - description of potential positive and negative environmental impacts and how these will be managed
 - 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 an Environmental Management file that includes but might not be limited to: 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 ELIDZ; and
- 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 SHEQM 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 SHEQM. The SHEQM'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, which 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 SHEQM. The SHEQM'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 SHEQM. The SHEQM'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 SHEQM.
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 SHEQM.
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 SHEQM 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 SHEQM 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 (i.e. GCC, JBCC etc.).

5. ENVIRONMENTAL AUDITING

It shall be the responsibility of the SHEQM 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 monthly 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 SHEQM by the Contractor, and a written approval has been received from the SHEQM.
- 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 for approval 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 PECO, SHEQM 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 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 applicable Environmental legal and other requirements to remove or pick any protected or unprotected indigenous flora without the written permission of the land owner. The applicable Environmental Legislation sets out particular penalties for offenders and the PECO as well as 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 indigenous bush and open spaces.

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 applicable Environmental Legislation.

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 pets will be allowed on site.

PS 3.3 Defacement of Natural Features

Defacement of any features within the ELIDZ shall be cause for the PECO as well as SHEQM 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 applicable Environmental legislation, which includes Cycads, Tree Ferns, Aloes, Lilies, Orchids amongst others.

In terms of the applicable Environmental legislation, these plants may not be gathered, transported or relocated without a permit. These plants must therefore be avoided, or if unavoidable, the PECO as well as the SHEQM 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 PECO and 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 Any 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 No open fires, that is fires in undesignated and/or unauthorized areas, are allowed on site or anywhere else within the ELIDZ.

PS 3.7.3 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. Where evidence of soil erosion occurs, the Contractor shall develop and implement remedial measures at an early stage to avoid severe erosion problems occurring. Proposed remedial action must be approved by the PECO, SHEQM, the PA and the ELIDZ before implementation can commence.

- 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 3.9 Archaeological and Paleontological sites

If any possible paleontological / archaeological material is found during excavations, the Contractor shall stop work immediately and inform the PECO and the SHEQM 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 3.10 Environmentally sensitive areas

The Contractor must refer to Clause 6 above:

- 3.10.1 No ESA shall be entered or used for any purpose unless a written motivation has been submitted to the PECO by the Contractor, and a written approval has been received from the SHEQM.
- 3.10.2 The Contractor shall exercise special care when working close to the ESA in order to avoid physical disturbance or pollution of these areas.
- 3.10.3 Damage caused to an ESA by the Contractor shall be cause for the PECO and SHEQM to invoke penalties in accordance with clause 4.4 - Penalties.

PS 4 CONSTRUCTION SITE ACTIVITIES

PS 4.1 Sanitation

- PS 4.1.1 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 at least twice per week by a reputable toilet servicing company, and shall be emptied before weekends, long weekends and shutdown periods (also known as builders holidays). The toilet servicing company shall provide proof that they are licensed to dispose of waste to the Buffalo City Municipality sewers.
- PS 4.1.2 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 4.1.3 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.

Examples of typical construction waste which could be expected on the site and how they should be classified include but is not limited to what is indicated in the following table:

WASTE	CLASSIFICATION	
	HAZARDOUS	GENERAL
Aerosol containers	X	
Batteries, fluorescent light bulbs, circuit boards, etc.	X	
Clean soil		X
Soil or debris contaminated with oil or organic compounds	X	
Domestic waste		X
Empty drum (depends on prior use)	X	X
Empty paint and coating containers		X
Explosive waste	X	
Waste paint and/or solvent	X	
Previously contaminated building waste	X	
Uncontaminated rubble		X
Waste plastic		X
Waste cable		X
Waste oil	X	
Waste concrete		X
Waste containing asbestos	X	
Waste timber		X
Sewerage sludge	X	
Scrap metal		X
Chemically-derived sanitary waste	X	

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 storm water 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 storm water and wastewater runoff shall not be permitted to enter storm water reticulation and/or streams but shall be led to a pit where the water can soak away and any dried debris can be collected and disposed of.

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 SHEQM, PECO and PA at least 72 hours before the planned activity. Blasting activities may not commence until written approval is received from the SHEQM, (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 SHEQM 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 any 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 sides 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, soil or material stockpile.

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.
- 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 4.8.4 No vehicles or machines shall be refuelled on site except at designated refuelling locations.
- PS 4.8.5 A designated refuelling area must have an impermeable layer to prevent contamination of the soil and ground water.

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 4.9.6 No open fuel containers may be stored on bare ground or left near a designated smoking area.

PS 4.10 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 SHEQM 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 SHEQM 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 storm water 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 SHEQM 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.
- PS 6.2 Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before re-vegetation is commenced, the Contractor(s) shall, at own cost, loosen the crust by scarifying to a depth of 150 mm.
- PS 6.3 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 PECO'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 6.3.1 **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 6.3.2 **Irrigation**
Irrigation will enhance the rehabilitation and should be considered if unusually dry conditions prevail.
- PS 6.3.3 **Fertiliser**
Before seeding, 2:3:2 (N:P:K) fertiliser shall be mixed into the topsoil at a rate of 30g/m². 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/m² per week should be sufficient).

- PS 6.4 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 6.5 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 STORM WATER 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 The Contractor shall take all reasonable precautions to minimize noise generated on site as a result of construction operations.
- PS 9.2 Excessive noise levels shall be limited to normal working hours, that is between 08h00 and 17h00.

PS 10 TEMPORARY SITE CLOSURE

This is applicable in any period where the site is closed for 3 days or more. On such occasions the following controls will be implemented:

- All construction areas will be sufficiently closed off to make these safe, and to prevent unauthorized access.

SHE/WI/02 rev 10 (Feb 2020)

- All plant left on site during this period will be parked at the designated parking area that has been prepared with an impermeable layer, or returned to the Contractors yard for safe keeping.
- Any plant left at the designated parking will still have a drip tray placed under the engine and these shall be periodically checked by standby staff to make sure there is no overflow.
- All equipment shall be removed from site or safely stored in storage containers.
- All waste containers shall be emptied.
- All waste skips shall be emptied if they are more than 50% full in the case of Christmas shutdown, otherwise these can remain on site for security staff to discard waste into.
- All chemical toilets shall be emptied, however the toilets at both security gates shall be serviced as per usual.
- Electrical connections shall be shut down, with a connection for security being left in working order.
- Water connections to site shall be shut, with a single water connection for security being left usable.
- Security shall remain on site for the duration of the period and will do regular inspection of the entire site and works area.
- Security shall be issued with an emergency contact list of senior personnel and standby personnel who will be contactable in case of emergencies.
- Security shall allow access to site for ELIDZ Personnel but shall keep a record of such visits.
- No items of any sort may be removed from the site during this period.

PS 11 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.

ANNEXURE 1: **METHOD STATEMENT SHEET - ENVIRONMENTAL METHOD STATEMENT**

WHAT:	Subject of M/Statement				
WHO:	Site Foreman/contact person:				
	Submitted to (e.g. PECO):		Approved by:		
	Date Submitted on:		Date Approved:		
WHEN:	Date works start		Date works complete		
	Rehabilitation period:		Programme restrictions (critical path, season restrictions etc.)		
	Split work Phasing:	Item	start date	end date	
	Phase 1				
	Phase 2				
WHERE	Area of works – submit plan or sketch if appropriate – stockpile, detention ponds, boundaries / restriction of works, special features or mitigation works landscape specials etc:				
HOW:	Route/site layout pegged:	Date available to inspect		Inspection persons required:	
	Landscape concerns: (Specify items not covered in CEMP. Refer to CEMP items if required.)				
	Existing features & services affected (e.g. paths, curbing, irrigation etc.)				
	Trees (protection or removal methods).				
	Special vegetation				
	Reinstatement methods				
	Maintenance				
	Restricted areas				
	Access:				
	Machinery:				
	Earthworks & dust control:				
	Concrete works:				

	Storm-water control:
	Stockpiles:
	Refuse/rubble:
	Water quality – pumping, source & discharge points, settlement, filtration, duration etc:
	Hydrocarbon control measures:
	I&AP notifications:
	Fire/emergency contingencies:
	Special conditions / mitigation measures (e.g. stream crossings, live sewer proximity etc):
	Comments:

C3.5: HIV/AIDS SPECIFICATION

C3.5: HIV Aids Specification



CONTRACT NO: ES/DATA/02/20/Z1A

CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF THE ELIDZ

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East London IDZ SOC Ltd Contact person: G Whittaker Fax No: 086 605 0942 Email: gary@elidz.co.za	
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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.

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

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

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- 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.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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 _____

<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
Content of workshop: (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		
Yes	No	developing one

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 _____

**C3.6: NATIONAL TREASURY DESIGNATED
SECTORS MINIMUM LOCAL CONTENT
SPECIFICATION**

Tenderer ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

SBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if –
 - (a) This Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) The bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Industry/Sector/Sub-Sector Already Designated	Minimum local content
2.1	Steel Products and Components for Construction	
	Steel Value-added Products: <ul style="list-style-type: none"> • Fabricated Structural Steel Joining/Connecting Components Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders 	100%
	Primary Steel Products: <ul style="list-style-type: none"> • Plates • Sheets • Galvanized and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars 	100%

#	Industry/Sector/Sub-Sector Already Designated	Minimum local content
2.2	Pumps, Medium Voltage (MV) motors and associated Accessories	
	Pumps: <ul style="list-style-type: none"> • End Suction Centrifugal Multistage Centrifugal Horizontal Split casing pumps Vertical Turbine Pumps Positive displacement • Self-priming Centrifugal Pumps • Slurry Pumps • Vacuum Pumps • Centrifugal Process Pumps 	70%
	Medium voltage electric motor Components and manufacturing Processes: <ul style="list-style-type: none"> • Casting and Frame Fabrication Fabrication and winding if the stator core Fabrication and winding of the rotor core Accessories • Assembly and testing of the fully built unit 	70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

(c) Telephone and cell number:

(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY:

(Procurement Authority / Name of Institution)

NB:

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

DATE: _____

C3.7: SMME SPECIFICATION

C3.7: SMME Specifications



CONTRACT NO: ES/DATA/02/20/Z1A

**CONSTRUCTION OF A DATA CENTRE FACILITY IN ZONE 1A OF
THE ELIDZ**

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Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

1 PREFERENTIAL PROCUREMENT PROCEDURES

Tenders will be evaluated in terms of the ELIDZ Supply Chain Management Policy.

2 DEFINITIONS

SMME: Small Micro and Medium Enterprise

The ELIDZ defines an SMME as a company with at least 51% black ownership, a turnover of less than R50 million and from the BCMM area.

3 SUBCONTRACTING

3.1 Scope of Mandatory Subcontract Works

A major objective of the targeted procurement procedure is to extend **ECONOMIC** and **DEVELOPMENTAL** opportunities to SMMEs in the execution of the project.

It is an express condition of this Contract, that the ELIDZ enforce that a minimum of **30%** of the contract amount, be subcontracted to SMMEs, registered in the appropriate CIDB Contractor grading designation, for the appropriate type and value of the subcontracted works.

Notwithstanding the normal requirements of Government for an enterprise to be acknowledged and categorised as a SMME, the ELIDZ further require the Tenderer to ensure that the SMMEs he intends subcontracting with complies with the following criteria:

- Must have a valid Tax Clearance Certificate;
- Must have a valid CIDB registration in the appropriate category and value range for the anticipated scope of work;
- Must be registered on the Central Supplier Database (CSD);
- Must be 51% Black owned;
- Must have a turnover of less than R50 million;
- Must be from the Buffalo City Metropolitan Municipality area; and
- Must have a B-BBEE Certificate from a SANAS accredited institution or a Micro Enterprise Affidavit (as issued by the Department of Trade and Industry).

The scope of the work to be subcontracted to SMMEs is the prerogative of the Tenderer (referred to in this specification as the Principal Contractor).

The contractual relationship between the Principal Contractor and any of the Subcontractors / SMMEs shall be the same as if the Principal Contractor had appointed these subcontractors. The Principal Contractor shall take full responsibility for these Subcontractors.

3.2 SMME Subcontractors

This section provides the specifications that relate to the Principal Contractor's implementation of the policies and initiatives of the Government, community participation, and employment of SMMEs. These specifications should be read in conjunction with the various statutes and legislation that relate to small businesses and Broad-Based Black Economic Empowerment.

In this regard all tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:

- (i) The Constitution of the Republic of South Africa, 1993;

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- (ii) Public Finance Management Act, 1999 (Act No 1 of 1999);
- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
- (iv) Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- (v) Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations; and
- (vi) National Small Business Amendment Act, 2003 (Act No 26 of 2003).

It should be noted that only one work package may be subcontracted to one specific subcontractor unless the subcontractor is able to demonstrate that he / she has the necessary capacity, ability, infrastructure and financial means to simultaneously undertake and execute more than one package of work.

3.3 SMME Subcontractor Selection Process

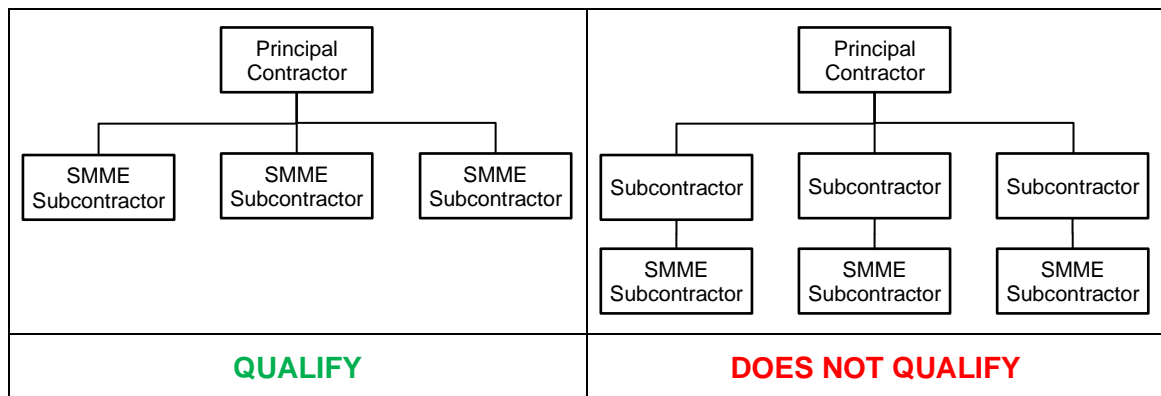
SMMEs on the ELIDZ SMME database are to be approached first. If these SMMEs are not suitable or adequate then SMMEs who are not on the database may be selected.

3.4 Preferred subcontractors / suppliers

To be confirmed.

3.5 Subcontracting Structures

All Subcontractors (SMMEs) shall be directly appointed by the Principal Contractor and the contents and requirements for subcontracting as contained in the JBCC shall apply in full. SMME Subcontractors of Subcontractors do not qualify as SMMEs.



3.6 Subcontracting Conditions

It must be noted, that the Subcontractor (SMME) must be registered with the Construction Industry Development Board, in the appropriate category, according to the estimated value of the work package.

The **Tender Data and Contract Date**, as applicable to the Contractor, shall apply where relevant, to the subcontracts (SMMEs).

The Subcontract Agreement shall also specify:

- (i) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the subcontract works; and
- (ii) details of any training to be provided to the temporary workforce.

The Principal Contractor shall at all times remain responsible for providing the subcontracted portion of the Works as if the work had not been subcontracted.

3.7 30% SMME Allocation

The tenderer is to note that the 30% SMME allocation split is to be applied as follows:

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- **30%** of **provisional sum items**;
- **30%** of **building works** excluding provisional sums; and
- **30%** of **total spending** (including disbursements, P&G's, VO's) is to be allocated to SMME's.

3.8 Attendance on Subcontractors (SMMEs)

The Principal Contractor shall be responsible for ensuring that the Subcontractors (SMMEs) fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- Implications of the tendered rates; and
- Scope and extent of the Works included in the Subcontract.

The Principal Contractor shall closely manage, mentor, supervise, guide and assist each Subcontractor (SMMEs) in all aspects of management, planning, execution and the completion of each Subcontract.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works;
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works;
- (iii) Labour relations and employment;
- (iv) Monthly measurements, costing and invoicing;
- (v) General safety, occupational health and safety matters;
- (vi) Functions of civil engineering infrastructure, structures, services and systems;
- (vii) Interpreting and understanding the contract and subcontract;
- (viii) Construction and maintenance methods and procedures;
- (ix) Communication;
- (x) Cash-flow control, submitting invoices and payment certificates;
- (xi) Planning, programming, scheduling, critical path control and acceleration;
- (xii) Maintenance planning;
- (xiii) Material procurement and control;
- (xiv) Risk limitation and management;
- (xv) Quality assurance and procedures;
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements;
- (xvii) General Conditions of Contract and Contract Data; and
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Principal Contractor shall be in **commensuration with the expertise** of the **relevant subcontractor (SMME)** and should be so directed

as to enable the subcontractors to achieve the successful execution and completion of the respective Subcontracts (SMMEs).

3.9 Quality of work and performance of the Subcontractor (SMME)

The Contractor shall closely monitor and supervise all Subcontractors (SMMEs) and shall guide and assist each subcontractor in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the subcontractor to achieve the successful execution and completion of his subcontract.

The Contractor shall give reasonable warning to the subcontractors when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, when required, give the subcontractor reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the subcontractor in this regard.

3.10 Works to be undertaken by SMMEs

It is the Principal Contractor's responsibility to identify SMME work packages. It shall remain the Principal Contractor's responsibility to ensure that the target percentage of works to be subcontracted to SMMEs as contained in this specification, is attained.

The rates tendered by the Principal Contractor for work undertaken by Micro Enterprises shall include full compensation for all guidance, supervision, mentoring, setting out and monitoring activities that may be deemed necessary to ensure the works carried out by the SMMEs are in accordance with the drawings, technical and OHS specifications, and within the agreed timeframes. The Principal Contractor's tendered rates for SMME works shall further include full compensation for such administration, management and company overhead charges, finance costs, risk, profit and all other requirements contained in this specification.

3.11 Penalty Calculation for Failure Achieve Targeted Percentage

Should the contractor fail to meet the minimum requirement of subletting at least **30%** of the Contract value to SMMEs, a penalty of **25%** x the value of the amount to be sublet, minus the actual value sublet, will be implemented. This amount will be deducted from the Principal Contractor's payment certificate.

The Principal Contractor is to indicate to the ELIDZ via a report certified by their Auditors confirming that at least **30%** of the Contract value has been paid to SMMEs at the end of the Contract before the Final Completion Certificate is issued.

C4: SITE INFORMATION

C4: SITE INFORMATION

C4.1 Site information

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. Construction access will be via a separate entrance gate located along the southern boundary of the ELIDZ along Prince Georges Circuit Drive.

Existing infrastructure exists 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.

Envisaged soil conditions are as described in the Geotechnical Report.

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 Tenderer must visit the site as per the compulsory briefing or Site Clarification Meeting with representatives of the Employer.

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.

C4.2 Site Photos

Photo 1: Aerial view of site



Photo 2: Aerial view of site



Photo 3: Aerial view of site



Photo 4: Aerial view of site



Photo 5: Aerial view of site



Photo 6: Site from Road



Photo 7: Electrical substation across the road



PART C5: GEOTECHNICAL REPORT

(See soft copy attached)

PART D1: DRAWINGS AND DOCUMENTS
(See soft copies attached)

D1: DRAWING AND DOCUMENT REGISTER

The following concept design drawings are included in the tender documents:

Drawing Number		Drawing Name	
Discipline:	Architecture	Issued:	Osmond Lange Architects
AR-212		3Ds	
AR-100		Site plan	
AR-101		Area Plan	
AR-200		Plan ground storey	
AR 201		Plan first storey	
AR-203		Sections <ul style="list-style-type: none"> 3 Sections through Office Block 	
AR-204		Plan ground storey floor finishes	
AR 206		Elevations <ul style="list-style-type: none"> East Elevation West Elevation North Elevation South Elevation 	
AR-210		Plan access floor grid marking	
Discipline:	Civil and Structural	Issued:	BVi
33722-DATA-CIV-1		Civil services layout plan	
33722 – DATA – DET-1		Sewer general details	
33722 – DATA – DET-2		Stormwater general detail 1 of 3	
33722 – DATA – DET-3		Stormwater general detail 2 of 3	
33722 – DATA – DET-4		Stormwater general detail 3 of 3	
33722 – DATA – DET-5		Water fire & domestic supply details	
33722 – DATA – DET-6		Thrust block general details	
33722 – DATA – DET-7		Typical subsoil drains details	
33722 – DATA – DET-8		Hardstand layer works & joint details	
33722 – DATA – DET-9		Typical valve hydrant & trench detail for fire main	
33722 – DATA – DET-10		Guardrail and ramp details	
33722 – DATA – DET-11		Electrical duct details sheet 1 of 2	
33722 – DATA – DET-12		Electrical duct details sheet 2 of 2	
33722 – DATA – DET-13		Block retaining wall details & earth berm details	
33722 – DATA – DET-14		Bell mouth entrance drainage details	
33722 – DATA – DET-15		Fire water supply sleeve pipe details	
33722 – DATA – DET-16		80mm diam air valve and chamber detail for 315 mm sprinkler system pipeline	
33722 – DATA – DET-17		Hoarding detail	
33722 – DATA – DET-18		Domestic water fire and sprinkler system building supply connections details	
Discipline:	Electrical and Mechanical	Issued:	Evans Consulting
2019 - 348 DC 0 - 000		Proposed Services Building – Option 1	

The following documents are included in the tender documents:

Document Number		Document Name	
Discipline:	Architecture	Issued:	Osmond Lange Architects
1439-DCX-AR-700-01		Specification of Finishes REVISION - A	
1439-DCX-AR-800-01		Sanitaryware Schedule REVISION - A	

Tenderer _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____