



CONTRACT No. CDC/199/26

FOR THE

**STORM DAMAGE REPAIRS AND RENOVATIONS AT
SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT,
KWAZULU-NATAL**

**FOR THE KWAZULU-NATAL DEPARTMENT OF
EDUCATION**

CIDB GRADE: 7GB OR HIGHER

BOOK 1:

CLOSING DATE: 12 OCTOBER 2026

CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd
18 Cranbrook Crescent
Umhlanga Ridge
DURBAN
4319

NAME OF TENDERER:

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BOOK 1: THE TENDER

ART T1: TENDERING PROCEDURES

T1.1 INVITATION TO TENDER



education

Department:
Education
PROVINCE OF KWAZULU-NATAL

T1.1 - INVITATION TO TENDER NOTICE

CONTRACT NO. CDC/199/26

STORM DAMAGE REPAIRS AND RENOVATIONS TO SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-NATAL

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

The CDC has been appointed by the Department of Education, KwaZulu Natal Province (DoE) to assist with rolling out Infrastructure projects for the KwaZulu-Natal School Building Programme (Renovations, Rehabilitation or Refurbishments).

INVITATION AND SCOPE OF WORK

The CDC is inviting capable and competent contractors with an active CIDB grading of **7GB or higher**, for the Storm Damage Repairs and Renovations to Seatides Combined School in Tongaat Beach, Pinetown District, Kwazulu-Natal. Potential Emerging Contractors with a CIDB **Grading of 6GB PE CIDB are not eligible to make submissions and will not be considered.**

The following main elements for the project in terms of scope of works are, inter alia:

- a. Replace damaged roofs with new trussed systems, insulation, gutters, and downpipes
- b. Rebuild cracked/collapsed gable walls with reinforced brickwork and ring beams; repair and repaint all external plaster.
- c. Refurbish/replace steel windows with safety glazing and replace damaged doors and frames
- d. Replace floors, replaster, and repaint all interior walls and ceilings across classrooms, staffrooms, and bathrooms.
- e. Replace all bathroom fittings, re-tile and waterproof wet areas, and upgrade to disability-compliant facilities.
- f. Replace water tank, piping, and fittings; camera inspect all underground services
- g. Install ramps, handrails, and accessible walkways throughout.
- h. Replace perimeter fencing with galvanised fencing and install new pedestrian and vehicle gates
- i. Reinstate sports field and cricket pitch and play structures.
- j. Stabilise eroded slopes and complete landscaping for erosion control
- k. Construct dry-stacked retaining walls with stormwater control at terraced levels
- l. Install stormwater drainage and clear all existing channels.
- m. Install fire hose reels, extinguishers, and safety signage; certify to SANS 10400
- n. Replace all electrical boards, wiring, fittings, and LED lighting; install external floodlights and lightning protection system; certify all circuits to SANS 10142 and SANS 10313

The contract period shall be **twelve (12)** calendar months from the date of the site handover, including the annual builder's holidays.

CONDITIONS

- (a) The CDC's Procurement Policy and Procedures shall apply.
- (b) Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum active CIDB Contractor grading of **7GB or higher**, potential emerging contractors with **6GB PE CIDB** grading are not eligible to make submissions and will not be considered. Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders (to submit a copy of his/her application for CIDB registration with his or her

tender submission), in a contractor grading designation of 9GB, are eligible to have their submissions evaluated in accordance with Regulation of the Construction Industry Development Regulations.

- (c) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered, for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, may result in disqualification or rejection of the bid.
- (d) The following legislation shall apply:
- i. Public Finance Management Act (PFMA).
 - ii. Preferential Procurement Policy Framework Act, 2000
 - iii. The Preferential Procurement Regulations 2022
 - iv. The CIDB Act 38 of 2000
 - v. National Treasury Regulations.
 - vi. The National Qualifications Framework Amendment Act (Act No. 12 of 2019)
 - vii. The Skills Development Act (Act No. 97 of 1998)
 - viii. Occupational Health and Safety Act and Regulations, Act (85 of 1993);
 - ix. Compensation for Occupational Injuries and Disease Act (130 of 1993);
 - x. BBBEE Act Number 53 of 2003 (as amended by Act Number 46 of 2013);
 - xi. NEMA National Environmental Management Act (107 of 1998);
 - xii. Disaster Management Act, (57 of 2002);
 - xiii. National Building Regulations and Building Standards Act (103 of 1977);
 - xiv. National Archive and Records Services Act of South Africa; and
 - xv. Any other applicable legislation.
- (e) The Bidders must provide all the required information to enable fair and equitable evaluation of submitted Bids. Failure to submit such information might render the Bid to be deemed as being non-responsive and not to be considered further.
- (f) 80/20 preference points will apply.

The allocation of preference points will apply as follows:

- (i) Price - 80
 - (ii) Specific Goals which are B-BBEE Level of Contributor -20
- (g) Bidders and all their Consortium/Joint Venture (JV) members, if any, must confirm their company registration with the Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as

CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses.

- (h) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS. The CDC will only award the Bid to a Successful Bidder who is tax compliant. The tax compliant status of the Bidders (and all the members in the Bidding Team in the case of Consortia or Joint Ventures) will be verified through the CSD and South African Revenue Services (SARS) website.
- (i) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g., MAAA0....
- (j) As per amended construction codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover of above R 3 million must also submit a B-BBEE verification certificate issued by a SANAS-accredited verification agency, as they are required to comply with 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R 3 million are exempted from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise.
- (k) Bidders must complete and sign the POPI Act form. In the case of a Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.
- (l) In case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.
- (m) Bids will be evaluated based on functionality assessment, and bidders are required to meet the minimum threshold of **70 points** to pass functionality to be evaluated further.
- (n) The contingency funds will be under the control of the client and not the contractor.

- (o) CDC will not award more than two active projects to one bidder, unless one project has reached at least 80% practical completion stage. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded other two contracts.
- (p) Public servants are prohibited from conducting any form of business with any organ of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and the Bidders will be disqualified should they be found to be in contravention with this requirement.
- (q) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993), and Disaster Management Act, Act (57 of 2002), and all relevant legislation throughout the duration of the contract. Upon appointment of the successful bidder, the Service Provider will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance to the SANS Norms and Standards. CDC SHEQ Unit will monitor compliance and implementation of Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract.
- (r) Upon award, the successful bidder will be required to provide a valid proof of registered Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/CHSM) with SACPCMP within the prescribed period. No candidate registration will be accepted. The **CHSO/CHSM** must have **5 years or more relevant** proven record of years of experience.
- (s) This contract will be implemented under the CIDB Best Practice Project Assessment Scheme, known as the BUILD Programme. If so, then the successful bidders will be required to achieve the set targets in the Standard for Developing Skills Through Infrastructure Contracts as published in Government Gazette No. 48491 of 28 April 2023, and the Standard for Indirect Targeting for Enterprise Development Through Construction Works Contracts as published in Government Gazette No. 36190 of 25 February 2013.
- (t) The CDC may accept or reject the tender offer or may cancel the tender process and reject all tender offers at any time before the formation of a contract. The CDC shall not accept or incur any liability to a Bidder for such cancellation and/or rejection but will give written reasons for such action.
- (u) Entities and/or individual members are not allowed to be members of another Bidding Team, JV/Consortium or subcontractor for this contract.
- (v) If there are any changes in the composition of the Key Personnel in the Bidding Team at any point after the award of the bid, the Bidder would be required to advise the CDC of such, where the credentials of the replacement should not be less than those provided in the approved tender submission. Such changes must be approved by the CDC's delegated personnel.

- (w) Bidders are requested to provide an Intent to Enter into a JV/Consortium Agreement. The actual Agreement will need to be finalised, signed, and submitted by the JV/Consortium Partners of the successful Bidder at the conclusion of this Bidding process.
- (x) Any misrepresentation of information will lead to immediate disqualification of the Bidder and its Submission will be deemed as being null and void. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of the tender document and signs the submission as correct and sound documentation that the CDC could put its reliance on.
- (y) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission by the prospective bidders.
- (z) Late Submissions, i.e., Submissions received after the closing date and time for this tender, **12 October 2026 @ 12h00**, will not be accepted.
- (aa) No telephonic or any other form of communication with any other CDC member of staff, other Procurement representative, relating to this request for tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to Ms Zine Mtanda via email: kzntenders19926@coega.co.za; no new queries will be responded to after **29 September 2026**
- (bb) In case of a JV award, the entity will be expected to provide valid proof of registration with the Compensation Fund or an approved Licensed Insurer specified as the JV entity for a specific duration.
- (cc) One person cannot represent more than one entity at the compulsory briefing meeting.
- (dd) Incomplete Tender document Submissions will be deemed null and void and shall be considered non-responsive.
- (ee) Tender Validity Period shall be sixteen (16) weeks from the date of Closure of bids.

Bid documents for this Tender Process can be downloaded free of charge from the CDC website (www.coega.com) and the National Treasury e-tender portal publication from **10h00** on **04 September 2026**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In a case a Bidder prefers to purchase a physical bid document, Tender documents can be collected from the CDC Umhlanga Office, 18 Cranbrook Crescent, Umhlanga, Durban from 04 September 2026 from 10h00. A non-refundable bid fee of R 500.00 should be deposited to Account Name: CDC – DoE;

Standard Bank, Account No: 080 224 555, Branch Code 050 017 and proof of payment is required upon collection of the bid documents. No tender document will be available at the Briefing Meeting. **NO CASH WILL BE ACCEPTED.**

A compulsory briefing meeting will be held on **18 September 2026 at 11h00, at the Seatides Combined School in 51 Dolphin Avenue, Genazzano, eThekweni Metropolitan Municipality, Kwazulu-Natal South Africa** (<https://maps.app.goo.gl/yMzzcUTAgYCF1YEW6>)

The Co-ordinates to the school are: (29° 36'30.02"S and 31°09'06.55"E). Minutes of the briefing meeting will be shared with all Prospective Bidders who attended the Compulsory Briefing Meeting.

One original completed bid document shall be placed in a sealed envelope clearly marked: **"CDC/199/26 STORM DAMAGE REPAIRS AND RENOVATIONS TO SEATIDES COMBINED SHOOOL IN PINETWON DISTRICT, KWAZULU-NATAL".**

The closing date and time for the receipt of completed bids is **12 October 2026 at 12h00.**

Completed bids must be placed in the tender box at the reception desk of the **CDC Umhlanga Office, 18 Cranbrook Crescent, Umhlanga, Durban.** Bids will be opened in public, and the opening register will be posted on the CDC website within 48 hours of the tender closure, and no late submissions will be considered.

Bidders must ensure that all bid documents are submitted in a secure, sealed, tamper-proof envelope or container. The submission must be secure against any form of tampering, alteration, removal, or insertion of documents. Any bid submission received in packaging that appears to be torn, unsealed, loose papers or otherwise compromising the integrity of the contents may be deemed non-responsive and disqualified at the discretion of the CDC.

Incomplete RFP Document and failure to provide mandatory information required in this bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

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

T1.2 TENDER DATA

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019 (See www.cidb.org.za).

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

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

Clause number	Tender Data
C.1.1	The Employer is: Coega Development Corporation (Pty) Ltd.
C.1.2	The Tender Documents issued by the Employer comprise the following documents: BOOK 1 – THE TENDER PART T1: TENDERING PROCEDURES Tender Document Checklist T1.1 Invitation to Tender Notice T1.2 Tender Data T1.3 Functional Scoring Criteria PART C3: SCOPE OF WORK C3.1 Scope of the Works C3.2 Drawings C3.3.1 Occupational Health and Safety Specification C3.4 Baseline Risk Assessment C3.5 Contractor's Report C3.6 Social and Economic Deliverables PART C4: SITE INFORMATION C4.1 Site Information

C.1.2 cont...	BOOK 2 PART C1: CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee (Pro- Forma) PART C2: PRICING DATA C2.1 Pricing Instructions C2.2.1 Bills of Quantities (Incl. Electrical and Mechanical) C2.2.2 Health and Safety Bills of C2.3 Final Summary PART T2: RETURNABLE SCHEDULES - SBD 1 - Part A: Invitation to Bid and Part B: Terms of Conditions for Bidding - SBD 4 – Bidder's Disclosures - SDB 6.1 Preference Point Claim form in terms of the Preferential Procurement Regulations 2022 - SBD 7.2 Contract Form – Rendering of Services - Proof of CIDB Registration (provide CIDB registration number) - Schedule of Work carried out by the Tenderer. - Schedule of Current Contracts - Proposed Key Personnel - Proposed Key Personnel CV and Qualifications - Schedule of Construction Plant and Equipment - Financial References - Proposed Construction Work Programme and Methodology - Record of Addenda to Tender Documents - Form L: Occupational Health and Safety Act Specifications - Authority For Signatory - Joint Venture Disclosure Form - BBBEE Preferencing - Quality Management - Protection Of Personal Information: Consent - Certificate Of Acquaintance with Tender Documents - Form K – EME/QSE CPG Declaration - Form of Offer and Acceptance - Bill of Quantities in full - Construction Guarantee (3 x)
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C.1.4	The Employer is: Name: Coega Development Corporation Address: 18 Cranbrook Crescent Umhlanga Ridge Durban 4319 E-mail: kzntenders19926@coega.co.za
C.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders (to submit a copy of his/her application for CIDB registration with his or her tender submission), in a contractor grading designation of 7GB or higher, are eligible to have their submissions evaluated in accordance with Regulation of the Construction Industry Development Regulations,.
C.2.7	The arrangements for a compulsory briefing meeting are: Venue: Seatides Combined School, 51 Dolphin Avenue, Tongaat Beach, Pinetown District, Kwazulu-Natal South Africa. The Co-ordinates to the school are: (29° 36'30.02"S and 31°09'06.55"E) Date: 18 September 2026 Time: 11h00
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only.
C.2.13.9	Telephonic, telegraphic, telex, tippexed, facsimile or e-Mailed tender offers will not be accepted
C.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box : Coega Development Corporation (Pty) Ltd. Physical address : CDC KZN Office 18 Cranbrook Crescent Umhlanga, Durban 4319 Identification details : CDC/199/26

	Title of Tender : CDC/199/26 STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-NATAL
	The closing date : 12 October 2026 Time of the tender closure: 12h00 Identification details: STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-NATAL
C.2.16	The tender validity period shall be sixteen (16) weeks.
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works, together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.19	Access shall be provided for the following inspections, tests, and analysis: Geotechnical Report can be downloaded from the CDC website.
C.2.20	The tenderer is required to submit with their tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C.1.3 Construction Guarantee (Pro Forma) of this document
C.3.4	Tender closing date is 12 October 2026 at 12h00 . Bids will be opened in public; however, the opening register will be posted on the CDC website within 48 hours of the tender closure.
C.3.5	A two-envelope system will NOT be followed.

C.3.11.1

The CDC Procurement Policy shall apply the 80/20 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for Specific Goals. The allocation of preference points will apply as follows;

TABLE 4: TENDER EVALUATION POINTS

AREA OF EVALUATION	MAXIMUM POINTS (80/10)
Price	80
Specific Goals: B-BBEE Status Level Contribution	20
Total Points (S)	100

The formula to be used is as follows.

$$Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

PS = Points scored for comparative price of tender or offer under consideration.

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

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

C.3.13.1	Compliance Administrative Requirements (1) Completed and signed Invitation to Bid (SBD 1). In the case of a Joint Venture/Consortium, each entity MUST provide the CSD number in the SBD 1 form. (2) Completed and signed Bidder's Disclosure Form (SBD 4). In case of a Joint Venture/Consortium, a SEPARATE SBD 4 form in respect of each party to the JV MUST be completed and submitted. (3) Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022. (4) Completed and signed SBD 7.2 Contract Form - Rendering of Services (5) Completed and Signed Certificate of Authority of Signatory to be signed by ALL BIDDING organisations or entities. In case of a Joint Venture/Consortium, the Authority of Lead Partner to sign JV/Consortium documents MUST also be provided and signed by all parties in the JV/Consortium. Proof of authority to sign may be submitted in the form of a company resolution per bidding entity. (6) Bidders must complete and sign the POPI Act Consent Form. In case of Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed NB: Failure to complete all mandatory information will result in submissions being deemed null and void and shall be considered "non-responsive". Tender offers will only be accepted if the following completed and original mandatory documents are supplied with the tender: Mandatory Requirements (1) Signed the Attendance Register at the mandatory briefing meeting to be completed in the name of the bidding entity. One person cannot represent more than one company. Failure to attend the Compulsory Briefing Meeting WILL lead to the Bidder's elimination and the submission WILL not be evaluated further. (2) Minimum required is an active CIDB grading of 7GB or Higher. Potential emerging bidders with a 6GB PE CIDB grading are not eligible to bid. (3) Fully Completed and Signed Form of Offer. (4) Signed letter of intent to enter Joint Venture/Consortium or signed JV agreement. To be signed by all parties. (Where applicable). (5) An original fully completed, priced and handwritten Bill of Quantities (including Mechanical, Electrical BoQ & SHE BoQ (where applicable), must be filled in clearly legible with permanent black ink. In cases where the P&G's is not priced the bidder must explicitly indicate as such. Failure to provide the total amount for P&G's or to state if the amount is covered elsewhere will
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	result in immediate disqualification. The bidder must expressly state “included or elsewhere covered” for the line items that are considered to be covered elsewhere in measured works items. Non- compliance will lead to immediate disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the Tenderer. Copies of the priced BoQ, alternatively scanned copies of priced Bills of Quantities are not acceptable and may result in disqualification. (6) The Contracts Manager must be registered with SACPCMP as a PrCM or PrCPM. Provide registration number on the CV or attach a copy of a certificate. The CDC reserves a right to verify this information. ADDITIONAL INFORMATION REQUIRED. (1) As per amended construction codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover of above R 3 million must also submit a B-BBEE verification certificate issued by a SANAS-accredited verification agency, as they are required to comply with 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R 3 million are exempted from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise. (2) Provide information that covers the level of education and training and the positions held of the key staff /personnel (specific to the Contracts Manager, Site Agent and Foreman, in a form of a CV. Please provide copies of qualifications with relevant experience to execute the works. (3) Bidders MUST provide completion certificates or performance reports or reference letters from the previous employer or consultants that they have worked with. (4) Bidders to provide a Construction Work Programme and basis of schedule (5) Bidders are to provide documentation indicating the availability of a quality management system or quality management plan that will be utilized for this project, and ISO 9001 certifications
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	QUALITATIVE ASSESSMENT (1) The highest scoring bidders will be evaluated on qualitative assessment to determine the acceptable lowest tender price and to ascertain other possible risks pertaining to the bidder's capacity, past performance, and risks i.e. financial etc. The BOQ will be scrutinised to check for arithmetic errors and communicate with the bidders to acknowledge and decide if the bottom price will still stand. Tender offers will be compared against cost estimates as well as the market average to confirm if the tender offers are market related with no risks around the pricing. The bidders will also be checked on the National Treasury Database of restricted suppliers as well as national Treasury defaulters listing. (2) Bidders may be called for a clarification meeting to discuss any risks identified, rates and price methodology.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one)

Notes:

- **Note 1:** In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide the contractor with the required documents which shall be completed by the contractor and submitted within the stipulated period.
- **Note 2:** In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide the contractor with the required documents which shall be completed by the contractor and submitted within the stipulated period.

T1.3 FUNCTIONALITY SCORING CRITERIA

TABLE A1: -FUNCTIONALITY CRITERIA SCORE

#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
1.0	Demonstrated experience (past performance) in comparable projects – Construction of Institutions of learning, Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).		25	This criterion covers the experience and knowledge that the Bidder has with working on other construction projects that are comparable in terms of complexity, size, value, and construction durations. Bidders are to provide details of construction projects that have been completed in the past 5 years. Bidders MUST provide Letter of Appointment(s) and Completion certificate(s) from previous employers. The CDC reserves the right to verify this information.
2.0	Locally based service providers i.e. Service providers based in the area where the school is located within KwaZulu-Natal Province.		20	The Bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible), a Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder. Failure to submit sufficient proof of occupancy will render the bid non-responsive. Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.



3.0	Sub-Contracting with QSEs/ EMES within the targeted areas		15	The bidders are to provide Form K – completed and signed – indicating their commitment to the Contract Participation Goal (in %) and rand-values for sub-contracting to EMEs/ QSEs. The areas are defined as follows: Area: eThekweni Metropolitan Municipality, KZN
4.0	Qualifications, competency	Contracts Manager	10	The bidders are to provide information that covers the level of qualifications and competency for the Contracts Manager, Site Agent/Construction Manager, and Site Foreman/Construction Supervisor. Please provide certified, valid copies of qualifications. If no copies of qualifications are supplied, no score will be allocated.
		Site Agent / Construction Manager	5	
		Site Foreman/ Construction Supervisor	5	
5.0	Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.8.1)	Contracts Manager	10	The bidders are to provide information that covers the level of experience and the positions held of the key staff /personnel (Specific to the Contracts Manager, Site agent/Construction Manager, Site Foreman/Construction Supervisor). Please provide copies of CV's. CVs to make specific reference to relevant experience in construction of Institutions of learning, Warehouse/office block facilities/ Hospitals or similar building projects.
		Site Agent / Construction Manager	5	
		Site Foreman/ Construction Supervisor	5	

¹See **IMPORTANT NOTES** below regarding Key Personnel.

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

A **minimum of 70 points** of the total number of points will be required to be considered further.

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

Details of the key personnel proposed for this project must be included in **Form T2.8: Proposed Key Personnel (T2 Returnable Documents)**

TABLE A2: - INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA

#	FUNCTIONALITY CRITERIA	EVALUATION INDICATORS				
		NO RESPONSE (SCORE 0 points)	POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
1.0	Demonstrated experience (past performance) in comparable projects – Construction repairs and renovations of Institutions of learning, Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).	Failed to provide information.	Value of one (1) project completed in the last 5 years less than R9 Million (incl VAT) per single value project.	Value of one (1) project completed in the last 5 years of R9 Million (incl VAT) or more per single value project.	Value of two (2) projects completed in the last 5 years of R9 Million (incl VAT) or more per single value of project.	More than two (2) projects completed in the last 5 years of R9 Million (incl VAT) or more per single value of project.
2.0	Locally based service providers, i.e. Service providers based in the area where the school is located within KwaZulu-Natal Province.	No information provided	Outside of the province	Within the KwaZulu-Natal Province	The bidder is based within the eThekwini Metropolitan Municipality, KZN	The bidder is based within the Tongaat Area.
3.0	Commitment to sub-contracting with QSEs/ EMEs within the targeted area. Area: eThekwini Metropolitan Municipality, KZN	Zero/No commitment to sub-contracting QSEs / EMEs in the eThekwini Metropolitan Municipality,	Commitment to sub-contracting less than 36 % to QSEs/ EMEs in the targeted area: eThekwini Metropolitan Municipality, KZN	Commitment to sub-contracting 36 % to QSEs/ EMEs in the targeted area: eThekwini Metropolitan Municipality, KZN	Commitment to sub-contracting more than 36% up to 38% to QSEs/ EMEs to QSEs/ EMEs in the targeted area: eThekwini Metropolitan Municipality, KZN	Commitment to subcontracting more than 38% up to 40% to QSEs/ EMEs in the targeted area: eThekwini Metropolitan Municipality, KZN



#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
			KZN or Failed to complete form K				
4.0	Qualifications of the key staff/personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual before application of the weighting factor.	Contracts Manager	Failed to provide information	Artisan / trade certificate/ accredited certificates in the built environment.	National Diploma in the built environment.	A BSc or BTech Degree in the built environment.	A Post-graduate degree in the built environment.
		Site Agent / Construction Manager		Artisan / trade certificate/ accredited certificates in the built environment.	National Diploma in the built environment.	A BSc or BTech Degree in the built environment.	A Post-graduate degree in the built environment.



#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
		Site Foreman / Construction Supervisor		Short Courses in relevant field, Informal and non-accredited technical training (short course attendance certificates) in the built environment.	Working towards a certificate in the built environment. (studying/registered to write a trade test or similar within a year).	Artisan/trade certificate/ accredited certificates in the built environment.	National Diploma in the built environment.
5.0	Experience of the key staff personal that will be available to manage the execution of the project – (Averaged score for the Contracts Manager, Site agent, Construction Supervisor). Experience must be in the Construction of Institutions of learning,	Contracts Manager	Failed to provide information	Less than 5 years in the construction of institutions of learning, Warehouse /office block facilities / Hospitals etc. (General Building Classification) as a Contracts Manager.	From 5 to 7 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Contracts Manager.	More than 7 years but less than 9 years of relevant experience in the construction of institutions of learning, Warehouse / office blocks facilities / Hospitals etc. (General Building Classification) as a Contracts Manager.	9 years plus relevant experience in the construction of institutions of learning, Warehouse /office blocks facilities / Hospitals etc. (General Building Classification) as a Contracts Manager.



#	FUNCTIONALITY CRITERIA		EVALUATION INDICATORS				
			NO RESPONSE (SCORE 0 points)	POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
	Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).	Site Agent / Construction Manager	Failed to provide information	Less than 5 years of relevant experience in the construction of institutions of learning, Warehouse /office block facilities / Hospitals etc. (General Building Classification) as a Site Agent/ Construction Manager	From 5 to 7 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Agent/ Construction Manager as a Site Agent/ Construction Manager.	More than 7 years but less than 9 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Agent/ Construction Manager.	9 years plus relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) environment as a Site Agent/ Construction Manager.



		Site Foreman / Construction Supervisor		Less than 6 years of relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman / Construction Supervisor	From 7 to 10 years of relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman / Construction Supervisor.	More than 10 years but less than 12 years of relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman / Construction Supervisor	12 years plus relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman/Construction Supervisor
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Definition of Areas

- Area 1: Tongaat Area, eThekweni Metropolitan Municipality
- Area 2: eThekweni Metropolitan Municipality, KZN
- Area 3: KZN Province

PART C3

DESCRIPTION OF THE WORK

C3.1 SCOPE OF WORK

PART C3 – SCOPE OF WORKS

C3.1 DESCRIPTION OF WORKS

SCOPE OF WORKS

- a. Replace damaged roofs with new trussed systems, insulation, gutters, and downpipes
- b. Rebuild cracked/collapsed gable walls with reinforced brickwork and ring beams; repair and repaint all external plaster.
- c. Refurbish/replace steel windows with safety glazing and replace damaged doors and frames
- d. Replace floors, replaster, and repaint all interior walls and ceilings across classrooms, staffrooms, and bathrooms.
- e. Replace all bathroom fittings, re-tile and waterproof wet areas, and upgrade to disability-compliant facilities.
- f. Replace water tank, piping, and fittings; camera inspect all underground services
- g. Install ramps, handrails, and accessible walkways throughout.
- h. Replace perimeter fencing with galvanised fencing and install new pedestrian and vehicle gates
- i. Reinstate sports field and cricket pitch and play structures.
- j. Stabilise eroded slopes and complete landscaping for erosion control
- k. Construct dry-stacked retaining walls with stormwater control at terraced levels
- l. Install stormwater drainage and clear all existing channels.
- m. Install fire hose reels, extinguishers, and safety signage; certify to SANS 10400
- n. Replace all electrical boards, wiring, fittings, and LED lighting; install external floodlights and lightning protection system; certify all circuits to SANS 10142 and SANS 10313

Exclusions

- i) Fluctuations in foreign exchange.
- ii) Loose furniture and fittings.
- iii) Telephones and PBX installations.
- iv) Artworks and graphics.
- v) Computers and data cabling; and
- vi) Land costs.

CONTRACT PERIOD

The contract period shall be **twelve months (12)** calendar months from the date of the handover of site (Including annual builder's holidays).

C3.2 DRAWINGS

A set of drawings can be downloaded from the CDC website.

C3.2 DRAWINGS



CONTRACT No. CDC/199/26

FOR THE

**STORM DAMAGE REPAIRS AND RENOVATIONS AT
SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT
KWAZULU-NATAL**

**FOR THE KWAZULU-NATAL DEPARTMENT OF
EDUCATION**

CIDB GRADE: 7GB OR HIGHER

DRAWINGS

CLOSING DATE: 12 OCTOBER 2026

CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd
18 Cranbrook Crescent
Umhlanga Ridge
DURBAN
4319

NAME OF TENDERER:

C3.3.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION



**STANDARD ENVIRONMENTAL
SPECIFICATION FOR THE
REPAIRS AND REFURBISHMENT OF
SEATIDES COMBINED SCHOOL**

**Report No:
CDC-SBU-SPC-096-25**

5th March 2026

Control of Revisions:

Rev.	Date
00	24/02/2026
01	05/03/2026

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

	Prepared by	Reviewed by	Approved by
Date: 05/03/2026	Name: Nande Suka	Name: Sisekelo Jali / Msawenkosi Mteki	Name: Nande Suka
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Distribution:	CDC
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ABBREVIATIONS AND ACRONYMS

CLO	Community Liaison Officer
DWS	Department of Water and Sanitation
DFFE	Department of Forestry, Fisheries and the Environment
EA	Environmental Authorisation
EAP	Environmental Assessment Practitioner
EAPASA	Environmental Assessment Practitioners Association of South Africa
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
ESO	Environmental Site Officer
EMPr	Environmental Management Programme
GN	Government Notice
HSE	Health, Safety and Environment
I&APs	Interested and Affected Parties
KZN EDTEA	KwaZulu Natal Department of Economic Development, Tourism and Environmental Affairs
MPRDA	Mineral and Petroleum Resources Development Act
NEMA	National Environmental Management Act
NEMAQA	National Environmental Management: Air Quality Act
NEMBA	National Environmental Management: Biodiversity Act
NEMWA	National Environmental Management: Waste Act
NFA	National Forests Act
NWA	National Water Act
OHSA	Occupational Health and Safety Act
PA	Project Agent
PACs	Project Affected Communities
PM	Project Manager
PMT	Project Management Team
PSC	Project Steering Committee
PSP	Professional Service Provider
SACNASP	South African Council for Natural and Scientific Professions
SAPS	South African Police Service

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1. PURPOSE OF THE ENVIRONMENTAL MANAGEMENT SPECIFICATION

This report constitutes the Environmental Management Specification which is compiled to provide practical precautionary measures which are to be implemented to monitor, minimise and mitigate the impacts associated with the activities that take place during the construction phase of the proposed development. The specification also provides guidance to assist in ensuring compliance with relevant legislative and regulatory requirements.

The specification prescribes the methodology for management, rehabilitation, and monitoring of potential negative environmental impacts and to maximise positive environmental impacts. This is achieved by providing various specifications for “good environmental practise” such as the necessary measures for protection of potentially sensitive areas, and by providing an environmental responsibility and management framework within which all future construction and operation activities will occur.

Importantly, the environmental specification is an “active” document that must be updated with every project development. Formal risk identification is central to the specification and assists with prioritizing and focusing the control of risks. The specification thus supports this on-going pro-active mitigation and the duty of care to the environment. This specification shall, therefore, allow for risk minimization rather than just ensuring legal compliance. The purpose of this specification is to allow the holder to make minor amendments to ensure continual revision and improvement of risk mitigation through the continual re-assessment of risks associated with the activity.

This environmental specification aims to comply with the requirements of Appendix 4 of the EIA Regulations (GNR 326). These requirements are systematically addressed in the subsequent sections of this report. The primary objectives of the specification are as follows:

- To highlight the standards and guidelines that must be adhered to in terms of environmental legislation.
- To promote sustainability and describe an action programme to mitigate negative impacts as far as possible.
- To be a practical document that sets out both the goals and actions required in mitigation. Though the term “Mitigation” can be broad in definition, in this context it means to “allay, moderate, palliate, temper or intensify.” Mitigation of a negative impact means that its effect is reduced. Mitigation of a positive impact means that its effect is increased or optimised; and
- To indicate responsibilities for the implementation of these action items within the specification.

2. APPLICABLE LEGISLATION OVERVIEW

The construction activities for the proposed project are expected to be undertaken in accordance with the best industry practises, as stipulated in the contractual documentation. The environmental specification forms part of the contractual documentation, to inform the contractor of their responsibilities pertaining to the prevention and mitigation of environmental impacts caused by construction activities associated with the project activities. The contractor should note that the obligations imposed by the approved environmental specification are legally binding, and if not implemented, may lead to environmental damage that could be in direct contravention of environmental statutory legislation.

The following is a non-exhaustive list of the national and provincial environmental legislation, regulations and local by-laws relevant to the proposed project. It is mandatory for the contractor to comply with all identified key legislation and its applicability to the construction phase of the proposed project:

- The Constitution Act (No. 108 of 1996).
- National Environmental Management Act (No. 107 of 1998; NEMA).
- EIA Regulations (2014, as amended).
- National Environmental Management: Protected Areas Act (No. 57 of 2003; NEMPAA).
- National Environmental Management: Biodiversity Act (No. 10 of 2004; NEMBA).
- National Water Act (No. 36 of 1998; NWA).
- Hazardous Substances Act (No. 15 of 1973; HSA).
- National Heritage Resources Act (No. 25 of 1999; NHRA).
- National Environmental Management: Waste Management Act (No. 59 of 2008; NEMWA).
- Occupational Health and Safety Act (No. 85 of 1993; OHSA).
- National Environmental Management: Air Quality Act (No. 39 of 2004; NEMAQA).
- National Dust Control Regulations (GN R.827) of the National Environmental Management: Air Quality Act (No.39 of 2004).
- National Forest Act (No. 84 of 1998, NFA).
- Minerals and Petroleum Resources Development Act (No. 28 of 2002).
- Conservation of Agriculture Resources Act (No. 45 of 1983).
- Atmospheric Pollution Prevention Act (No. 45 of 1965).
- All relevant provincial legislation, municipal by-laws and ordinances.

3. ENVIRONMENTAL MANAGEMENT PRINCIPLES

NEMA establishes a general framework for environmental law, in part by prescribing national environmental management principles that must be applied when making decisions that may have a significant impact on the environment. These principles are briefly summarised below and must be applied during the construction phase of the proposed development:

3.1. Holistic Principle

The Holistic principle, as defined by NEMA Section 2(4) (b) requires that environmental management must be integrated, acknowledging that all elements of the environment are linked and inter-related and it must consider the effect of decisions on all aspects of the environment and all people in the environment by pursuing the selection of the best practicable environmental option (defined below). This means that if there are indications that the project could have major adverse effects, the project must be reconsidered and where appropriate re-planned or relocated to avoid an adverse impact or to ensure a beneficial impact.

3.2. Best Practicable Environmental Option

When it is necessary to undertake any action with environmental impacts, the different options that could be considered for the purpose must be identified and defined. The Best Practicable Environmental Option (BPEO) is defined in NEMA as “the option that provides the most benefit or causes the least damage to the environment as a whole, at a cost acceptable to society, in the long term as well as in the short term.” Other guidelines typically used for environmental management in terms of other legislation include BPM which is the Best Practicable Means and BAT which is the Best Available Technology.

3.3. Sustainable Development

The concept of sustainable development was introduced in the 1980's with the aim to ensure that the use of natural resources is such that our present needs are provided without compromising the ability of future generations to meet their own needs. The constitution of South Africa is built around the fact that everyone has the right to have the environment protected through reasonable legislative and other measures that secure ecologically sustainable development. The National Environmental Principles included in the NEMA require development to be socially, environmentally, and economically sustainable.

3.4. Preventative Principle

The preventative principle is fundamental to sustainable development and requires that the disturbance to ecosystems and the pollution, degradation of the environment and negative impacts on

the environment be avoided, or, where they cannot be altogether avoided, are minimised and remedied.

3.5. Precautionary Principle

The precautionary principle requires that where there is uncertainty, based on available information, that an impact will be harmful to the environment, it is assumed, as a matter of precaution, that the said impact will be harmful to the environment until such time that it can be proven otherwise. The precautionary principle requires that decisions by the private sector, governments, institutions, and individuals need to allow for and recognise conditions of uncertainty, particularly with respect to the possible environmental consequences of those decisions.

In terms of DWAF Minimum Requirements for the Handling and Disposal of Hazardous Waste, 1994, the precautionary principle is defined as, "Where a risk is unknown; the assumption of the worst-case situation and the making of provision for such a situation." Here the precautionary principle assumes that a waste or an identified contaminant of a waste is "both highly hazardous and toxic until proven otherwise."

In the context of the EIA process in South Africa, the precautionary principle also translates to a requirement to provide sound, scientifically based, information that is sufficient to provide the decision-making authority with reasonable grounds to understand the potential impacts on the environment, the extent thereof and how impacts could be mitigated. If such information is not adequate for this purpose, the relevant authority cannot be satisfied as is required and then the authority should require that further information be collected and provided.

3.6. Duty of Care and Cradle to Grave Principle

In terms of the NEMA Section 28, "Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment."

By way of example, the principle of "duty of care" in terms of waste management emphasises the responsibility to make sure that waste is correctly stored and correctly transported, as it passes through the chain of custody to final point of disposal. This means that waste must always be stored safely and securely. The company removing and disposing of waste also holds the responsibility to hold the relevant licenses, and that waste is transported alongside the necessary paperwork.

"Cradle to Grave" refers to the responsibility a company takes for the entire life cycle of a product, service, or program, from design to disposal or termination. In terms of the DWAF Minimum Requirements for the Handling and Disposal of Hazardous Waste, 1994, "any person who generates,

transports, treats or disposes of waste must ensure that there is no unauthorised transfer or escape of waste from his control. Such a person must retain documentation describing both the waste and any related transactions. In this way, he retains responsibility for the waste generated or handled." This places responsibility for a waste on the Generator and is supported by the "Cradle to Grave" principle, according to which a "manifest" accompanies each load of Hazardous Waste until it is responsibly and legally disposed. This manifest is transferred from one transporter to the next along with the load, should more than one transporter be involved. Once the waste is properly disposed of at a suitable, permitted facility, a copy of the manifest must be returned to the point of origin." Duty of Care offers one strategy to implement sustainable development.

3.6.1. Duty of Care Responsibility

Section 28 of the NEMA makes provision for duty of care, and remediation of environmental damage. The binding principles are described below:

1. Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

(1A) Subsection (1) also applies to a significant pollution or degradation that-

- a) occurred before the commencement of this Act.
- b) arises or is likely to arise at a different time from the actual activity that caused the contamination; or
- c) arises through an act or activity of a person that results in a change to pre-existing contamination.

2. Without limiting the generality of the duty in subsection (1), the persons on whom subsection (1) imposes an obligation to take reasonable measures, include an owner of land or premises, a person in control of land or premises or a person who has a right to use the land or premises on which or in which-

- a) any activity or process is or was performed or undertaken; or
- b) any other situation exists, which causes, has caused or is likely to cause significant pollution or degradation of the environment.

3. The measures required in terms of subsection (1) may include measures to-

- a) investigate, assess and evaluate the impact on the environment.
- b) inform and educate employees about the environmental risks of their work and the

manner in which their tasks must be performed in order to avoid causing significant pollution or degradation of the environment.

c) cease, modify or control any act, activity or process causing the pollution or degradation.

d) contain or prevent the movement of pollutants or the cause of degradation.

e) eliminate any source of the pollution or degradation; or

f) remedy the effects of the pollution or degradation.

3.7. Polluter Pays Principle

The "polluter pays principle" holds that the person or organisation causing pollution is liable for any costs involved in cleaning it up or rehabilitating its effects. It is noted that the polluter will not always necessarily be the generator, as it is possible for responsibility for the safe handling, treatment, or disposal of waste to pass from one competent contracting party to another. The polluter may therefore not be the generator but could be a disposal site operator or a transporter. Through the 'duty of care' principle, however, the generator will always be one of the parties held accountable for the pollution caused by the waste. Accordingly, the generator must be able to prove that the transferral of management of the waste was a responsible action. The polluter pays principle acceding to NEMA dictates that "the cost of remedying pollution, environmental degradation and consequent adverse effects and of preventing, controlling, or minimising further pollution, environmental damage or adverse health effects must be paid for by those responsible for harming the environment.

4. ENVIRONMENTAL IMPACT MANAGEMENT ACTIONS AND MONITORING REQUIREMENTS

To ensure a holistic approach to the management of environmental impacts during the phases of the project, the specification sets out the method by which proper environmental control is to be implemented. The below proposed actions have been identified as relevant to the anticipated construction impacts.

4.1. Site specific actions for environmental management during the construction phase.

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
PRE-CONSTRUCTION PHASE					
LEGISLATION AND POLICY COMPLIANCE	All required authorisations and permits must be obtained prior commencement of construction, including permission for the clearing and possible translocation of Species of Conservation Concern (SCCs).	Review of documentation	Once-off	PM	Pre-construction audit report
DISTURBANCE TO TERRESTRIAL FLORAL BIODIVERSITY	- A site walkthrough by a suitably qualified terrestrial biodiversity specialist must be undertaken to identify potential plant SCCs that may be affected by the construction activities. - If any plant SCCs are identified on site, the necessary permits must be obtained for plant rescue/removal and translocation.	Specialist Search and Rescue exercise	Once-off	PM to appoint specialist	Specialist Search and Rescue Report
SITE ESTABLISHMENT	- A suitably qualified ECO must be appointment at pre-construction stage, prior commencement of all construction activities, to oversee environmental compliance. - Various plans and method statements applicable to the construction phase must be developed by the Contractor and approved by the ECO and PM prior commencement of construction, including the following: - Signed Final SDPs and Contractor's Environmental Management Plan. - Emergency Preparedness Plan for Fire Risks. - Stormwater and Erosion Management Plan. - Alien Invasive Species Management Plan. - Waste Management Plan. - Rehabilitation Plan.	Review and sign-off of documentation	Once-off	ECO and PM	Pre-construction audit report
ENVIRONMENTAL AWARENESS AND TRAINING	- Environmental awareness and training material must be developed by the Contractor and approved by the ECO. - Environmental awareness and training must be conducted for all construction staff.	Review and sign-off of documentation	Once-off	Contractor and ECO	Environmental Awareness Training Manual Pre-construction audit report
CONSTRUCTION PHASE					
SITE ESTABLISHMENT	The construction camp site must be established and limited to the boundaries of the school and must avoid sensitive areas.	Visual site inspection	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	- The camp site must be established on an already disturbed surface to minimise groundcover impact. - The construction camp site must be fenced to prevent thoroughfares that will pose safety risks. Access to the construction camp site must be controlled. - All construction material and equipment must be stored at the camp site and storage areas must be secured. - Fire-fighting equipment must be made available at the camp site.		Monthly	ECO	Monthly audit report
DISTURBANCE TO TERRESTRIAL FLORAL BIODIVERSITY	- The construction footprint must be clearly marked with danger tape and construction activities must be limited to the demarcated construction area. - Construction activities must be kept to a minimum, where possible, on already disturbed surfaces to reduce further disturbance. - No equipment or laydown areas must be established within delineated sensitive and no-go areas. - Vegetation clearing must be limited to the approved construction footprint. No unwarranted vegetation removal must take place. - No vehicle tracks must be established outside of the formalised accesses. - No poisoning of vegetation must be permitted.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
DISTURBANCE TO FAUNAL BIODIVERSITY	- Construction workers must be educated about the potential local faunal species and the need and method to protect them. - Construction workers must be instructed not to harm any of the faunal species found on site. - All open excavations must be adequately barricaded to deter access by animals, which may subsequently result to injuries or mortalities. - Where possible, all open excavations must be backfilled and closed daily.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
STORMWATER MANAGEMENT AND SOIL EROSION	- The clearing of vegetation must be strictly limited to the approved areas. - The clearing of vegetation where necessary, must be undertaken only when	Visual site inspection	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	required for construction activities to minimise the exposure of bare soil. - Where possible, alternatives to land-stripping, such as raised platforms, must be explored for laydown areas and material stockpiling. - Measures must be implemented to control stormwater runoff, to limit uncontrolled erosion of exposed surfaces. - Temporarily cleared surfaces must be dampened down to protect them from the effects of wind erosion. - All bare soils susceptible to erosion by surface water runoff must be managed and stabilised through various measures such as the installation of silt traps. - Measures must be implemented to control stormwater runoff, to limit uncontrolled erosion of exposed surfaces. - Temporary cut-off drains and berms must be used where necessary to contain stormwater. - Temporarily cleared surfaces must be promptly rehabilitated and stabilised upon completion of associated construction activities. - Rehabilitation of temporarily disturbed surfaces must be undertaken on an on-going approach as opposed to once-off at post-construction. - All rehabilitation must be undertaken using indigenous vegetation species.		Monthly	ECO	Monthly audit report
POLLUTION RISK	- All hazardous substances and waste must be stored in sufficiently bunded areas located over 500m away from any natural waterbodies. - Hazardous material storage areas must be clearly marked as such.	Visual site inspection Review of water quality monitoring reports	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	- The storage containers for hazardous and dangerous goods may not exceed 80 cubic metres. - All necessary precautions such as containment and the use of relevant PPE must be implemented when handling chemical substances near the watercourse. - A spill kit must always be readily available on site for response to accidental hazardous spillages. - Hazardous substances and waste storage areas must be regularly inspected for early detection of potential leaks. - Material safety Data Sheets (MSDS) must be made available for all chemicals to be used on site. - The washing of construction vehicles must be done within designated wash bays. - The refuelling of construction equipment or vehicles must be done in bunded and surfaced areas. - No vehicles must be serviced within the construction site. - A drip tray must be used as a precautionary measure for all construction machinery and equipment with the susceptibility of leakage of hydrocarbons. - All cement/concrete mixing must be conducted on an impermeable surface or bunded area to prevent runoff and subsequent contamination of the watercourse. - Runoff from cement/concrete batching must be captured for reuse in further batching or disposed as hazardous wastewater. - Cement bags must be stored in a covered and bunded area; the cement dust must be rinsed off the cement bags prior disposal as general waste.		Monthly	ECO	Monthly audit report Monthly review of water quality monitoring results
WASTE MANAGEMENT	- Temporary ablutions must be made available at the construction site at a ratio of no less than 1:15 construction workers. - All ablutions must be maintained regularly. Records of servicing and	Visual site inspection Review of waste disposal records	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	disposal must be kept on file for inspection by the ECO. - No ablutions must be placed on uneven/unstable slopes, the ablutions must be firmly secured to the ground to prevent them from tipping over. - All vegetation debris that are cleared from the site must be removed to a designated organic waste disposal site. - Where construction rubble cannot be re-used or recycled, it must be disposed at a designated site as agreed. - General/solid waste must be removed and disposed at a registered solid waste disposal facility. - Records of all waste disposal must be kept in file for inspection. - No waste must be burned on site. - Sufficient and appropriate weather and scavenger proof receptacles must be made available for waste collection and storage on site. - The site area must be kept clean and clear of all litter. - All hazardous waste spills and leaks must be cleaned immediately and removed to a registered hazardous waste disposal site. Disposal certificates must be obtained for all disposed hazardous waste.		Monthly	ECO	Monthly audit report Monthly review of waste disposal records
MATERIAL HANDLING AND STOCKPILING	- All material stockpile heaps must not exceed 2m in height. - Topsoil and subsoil must not be mixed during the stripping, excavation, backfill and rehabilitation stages. - Material stockpile areas must be approved by the ECO. - Stockpiles kept for longer periods (e.g. topsoil for final rehabilitation) that may be subject to wind and rain must be covered with a cloth or vegetation to prevent erosion and the establishment of alien vegetation. - Weeds and alien vegetation must be regularly removed from material stockpiles. - Soil stockpiles may not be kept for longer than 90 days as this constitutes long-term storage and requires permission in terms of the Waste Act.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
			Monthly	ECO	Monthly audit report
AIR QUALITY	All exposed soil surfaces must be frequently dampened down to suppress dust generation.	General monitoring	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	- Vegetation clearing must be kept to a minimum to discourage dust generation. - Emissions from construction vehicles must be minimised by ensuring that all vehicles are properly maintained and serviced. - If fine construction material such as aggregate and sand is to be transported, they must be adequately covered to prevent them from blowing away causing dust nuisance. - Any complaints on dust must be attended to with immediate effect. A complaints register must be maintained on site for all complaints received on construction nuisances.		Monthly	ECO	Monthly audit report
NOISE POLLUTION	- Construction activities, which include the movement of heavy construction vehicles, should be operated in line with the Health and Safety (H&S) requirements and as required by the OHSA (1993). - The Contractor must comply with the relevant noise regulations as may be contained in municipal by-laws. - All construction vehicles must be in sound working condition and meet the necessary noise level requirements. - Construction noise must be limited to the standard working hours (i.e. 7h00am to 17h00pm). - Any complaints on noise control must be attended to with immediate effect. A complaints register must be maintained on site for all complaints received on construction nuisances. - Construction activities on public holidays and Sundays should be considerate to bordering residents in reference to construction noise.	General monitoring Review of complaints register	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
VISUAL INTRUSION	- The site must always be clean and clear of all litter from construction activities. - Construction rubble and solid waste must be promptly removed from site. - Construction activities must be limited to strict construction times and days, to limit the nuisance of visual intrusion for surrounding residents.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
ON-SITE FIRE RISK	All flammable substances must be stored in dry areas which do not pose an ignition risk to the said substances.	Visual site inspection	Daily	ESO	Daily checklist Weekly report

ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	- Smoking must not be permitted near flammable substances. - All cooking must be done in demarcated areas that are safe in terms of runaway or uncontrolled fires. - No open fires must be allowed on site. - No waste must be burned on site. - Fire-fighting equipment must always be made available on site, and always duly serviced.		Monthly	ECO	Monthly audit report
CONSTRUCTION TRAFFIC AND IMPACT ON LOCAL ROADS	- During transportation, all material must be appropriately secured to maximise safety on the road. - The speed of construction vehicles must be limited to 30km/hr on site. - The overloading of construction vehicles must be strictly prohibited. - All necessary measures for traffic control and calming must be implemented. - Any damage to existing roads resulting from construction activities must be repaired immediately upon completion of construction activities.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
IMPACT ON ARCHAEOLOGICAL FEATURES	- All work must cease upon exposure or the discovery of potential archaeological artefacts, and the ECO must be informed. - The KZN Amafa and Research Institute and the South African Heritage Resources Agency (SAHRA) must be advised for further guidance.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
IMPACT ON PALAEOLOGICAL FEATURES	- All fossil remains found on site must be reported to the ECO who will in turn notify the local Palaeontologist. - Substantial fossil remain must be safeguarded and the KZN Amafa and Research Institute and the South African Heritage Resources Agency (SAHRA) must be advised for further investigation and guidance.	Visual site inspection	Daily	ESO	Daily checklist Weekly report
			Monthly	ECO	Monthly audit report
POST-CONSTRUCTION AND REHABILITATION PHASE					
SITE REHABILITATION	All alien and invasive plants must be completely removed from the	Visual site inspection	Ongoing	Contractor/ESO	Daily checklist Weekly report



ENVIRONMENTAL IMPACT/MANAGEMENT CATEGORY	ENVIRONMENTAL ACTION	MONITORING METHOD	MONITORING FREQUENCY	RESPONSIBLE PERSON	MONITORING MECHANISM
	construction area, using manual techniques. • All foreign debris, waste, concrete, building materials, etc. must be removed from the site and disposed accordingly. • All temporary hardened surfaces must be de-established. • All disturbed surfaces must be cleaned and cleared, ripped, covered with topsoil and re-vegetated to the satisfaction of the ECO. • Re-vegetation must be done with indigenous plants or seeds. • Rehabilitation and re-vegetation must be on-going, where possible, it must be undertaken as soon as possible after construction activities are completed. • All seedling and established alien vegetation must be continuously removed and completely eradicated from re-vegetated surfaces. • Re-vegetation must be monitored for approximately 6 months post rehabilitation.	Visual site inspection General monitoring	Once-off	ECO	Construction closure report Post- construction audit report

4.2. General actions for environmental management applicable to the construction phase.

4.2.1. Site Division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified.

A Method Statement detailing the location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be submitted to the PM. No accommodation for any staff is permitted on the Site.

4.2.2. Site Demarcation

The Contractor shall erect and maintain permanent and / or temporary fences of the type and in the locations directed by the PM and ESO. Such fences shall be erected before undertaking designated activities.

4.2.3. "No Go" Areas

If so required, certain areas within or next to the Site may be declared as "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or materials enter the "no go" areas at any time.

4.2.4. Access Routes/ Haul Roads

On the Site, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/hr or as directed by the SHE Agent.

The Contractor shall supply the SHE Agent and PM/PA with a Method Statement detailing the location and management of all access points.

4.2.5. Construction Personnel Information Posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with the SES. Construction personnel information posters shall be laminated and erected in all eating areas, workshops and site offices. The Contractor shall ensure that the construction personnel information posters are not damaged in any way and shall replace them if any part becomes illegible.

4.2.6. Fire Control

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on Site. No open fires shall be permitted on the Site. Any fires that occur shall be reported to the SHE Agent and PM/PA immediately. Smoking shall not be permitted inside offices and those areas where there is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to support the rapid spreading of an initial flame.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Contractor shall forward the name of the Fire Officer to the PM/PA for his approval within 7 days of being on site.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and natural areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken. The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires that were started as a result of his activities or personnel, and for any cost relating to the rehabilitation of burnt areas, or consequential damages.

4.2.7. Emergency Procedures

Emergency procedures, including the names and contact details of responsible personnel and emergency services shall be made available to all staff and shall be clearly displayed at relevant locations at the Site. The Contractor shall advise the PM/PA or SHE Agent of any emergencies on Site, together with a record of action taken, within 24 hours of the emergency occurring.

Telephone numbers of emergency services shall also be posted conspicuously in the Contractor’s office near the telephone.

The Contractor shall submit a Method Statement covering the procedures for the following emergencies:

4.2.8. Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedures to be followed in the event of a fire.

4.2.G. Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedures to be followed for dealing with spills and leaks, which shall include notifying the SHE AGENT and PM/PA and the relevant authorities. The Contractor shall ensure that all the necessary materials and equipment for dealing with spills and leaks are available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the PM/PA.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

Any spills must be cleared and the contaminated soil/sludge disposed of in an appropriate manner, approved by the PM, or at a licensed hazardous waste disposal site.

4.2.10. Protection of Natural Features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the PM/PA. Any features affected by the Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the PM/PA.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.2.11. Stormwater Management

Natural run-off must be diverted to stormwater arrangement. The Contractor shall take appropriate measures to prevent sand, silt and silt-laden waters from entering any surface water course. The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff particularly where excavation and construction activities form temporary channels. Suitable energy breaking devices, cut-off drains, diversions and retention ponds shall be employed to ensure that storm water runoff from the Site is dissipated and does not exceed the capacity of the surrounding stormwater system and excessive suspended solids are settled before they enter the stormwater system or any surface water course.

4.2.12. Erosion and Sedimentation Control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification.

Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the PM/PA. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the PM/PA and/or SHE Agent and at the expense of the Contractor.

4.2.13. Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

4.2.14. Temporary site closure

If the Site is closed for a period exceeding 5 days, the Contractor's SHE Officer in consultation with the SHE Agent shall carry out the following checklist procedure and ensure that the following conditions pertain and report on compliance with this clause:

4.2.14.1. Fuels / flammables / hazardous materials stores

- Fuel stores are as low in volume as practicable.
- There are no leaks.
- The outlet is secure and locked.
- The bund is empty.
- Fire extinguishers are serviced and accessible.
- The area is secure from accidental damage through vehicle collision and the like.
- Emergency and contact numbers are available and displayed.
- There is adequate ventilation in enclosed spaces.
- There are no stores or containers within the 1:50 year flood line.

4.2.14.2. Safety

- Site safety checks have been carried out in accordance with the Occupational Health and Safety Act (No. 85 of 1993) prior to site closure.
- An inspection schedule and log for use by security or contracts staff is developed.
- All trenches and manholes are secured.
- Applicable notice boards are in place and secured.
- Emergency and Management contact details are prominently displayed.

- Security personnel have been briefed and have the facilities to contact or be contacted by relevant management and emergency personnel.
- Night hazards such as reflectors, lighting, traffic signage etc. have been checked.
- Fire hazards identified and the local authority notified of any potential threats e.g. large brush stockpiles, fuels etc.
- Pipe stockpiles are wedged / secured.
- Scaffolds are secure.
- Structures vulnerable to high winds secure.

4.2.14.3. Erosion

- Wind and dust mitigation measures such as straw, brush packs, irrigation etc. is in place.
- Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- Re-vegetated areas have a watering schedule and the supply to such areas is secured.
- There are sufficient detention ponds or channels in place.

4.2.14.4. Water contamination and pollution

- Hazardous fuel stores are secure.
- Cement and materials stores are secure.
- Toilets are empty and secured.
- Refuse bins are empty and secured.
- Bunding is clean and treated with appropriate material that will absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.
- Drip trays are empty & secure.

5. ADMINISTRATION OF ENVIRONMENTAL SPECIFICATION

5.1. Roles and Responsibilities

To ensure that the environmental specification is implemented, roles and responsibilities need to be clearly defined and documented. This section serves as a guide on which party is normally responsible for certain tasks.

5.1.1. Proponent

The proponent (i.e. CDC) is the holder of all licenses and permits associated with the development and therefore, serves as the legal accounting office for the implementation of the environmental specification. During the construction phase, the proponent may delegate the various responsibilities of the implementation of the environmental specification to other personnel.

The Proponent's responsibilities typically include the following:

Provide for all necessary supervision during the execution of the project including the appointment of key personnel to act on their behalf during the construction phase (e.g.: Project Manager). The key personnel will be tasked with ensuring that the various contractors/developers comply with the necessary provisions of the specification and applicable authorizations and permits.

- Ensure that the contractor appoints a suitably qualified and competent Environmental Site Officer (ESO) that will be responsible for among others, ensuring daily compliance with the specification and other permit conditions throughout the construction phase.
- Appoint a suitably qualified and competent Environmental Control Officer (ECO) who will undertake periodic audits on the contractor's compliance with the implementation of the specification and adherence other permit conditions.
- Notify the relevant competent authority of changes in the development resulting in significant environmental impacts.
- Assess the contractor's environmental performance during construction, in consultation with the ECO.
- Ensure compliance with environmental regulations.
- To implement the projects as per the approved project plan.
- To ensure that implementation is conducted in an environmentally acceptable manner.
- To comply with special conditions as stipulated by surrounding landowners during the negotiation process (if any).
- To inform and educate all employees about the environmental risks associated with the different activities that should be avoided during the construction process and lessen significant impacts on the environment.

Where construction activities are contracted (e.g., to Contractors and Subcontractors), the liability associated with non-compliance still rests with the Proponent (unless otherwise agreed upon between the authorities, the Proponent and the contracting parties). The Proponent (and not the Contractor) is therefore responsible for liaising directly with the relevant authorities with respect to the preparation and implementation of the environmental specifications and meeting authorization conditions.

5.1.2. Project Manager/Project Agent

The primary responsibility of the Project Manager (PM) or Project Agent (PA) is to ensure that the Contractor complies with the environmental specification and permit conditions and to monitor the implementation of the specification.

The responsibilities of the Project Manager typically include the following:

- The PM acts on behalf of the Proponent regarding the administration of contracts to sub-contractors, etc.

- Provides and/or approves scheduling, aspects of co-ordination and estimating.
- Ensure implementation of the project plan within cost, time and quality constraints.
- Keeps the asset owner informed of progress made during the life cycle of the project.
- Assume overall responsibility for the implementation and administration of the specification.
- Ensure that compliance with the specification is included as an item in the contract with the Contractor(s).
- Ensure that the specification is given to the applicable Construction Manager and the Contractor.
- Ensure that the Contractor implements the recommendations from environmental audits.
- Ensure that construction staff is trained in accordance with requirements of the specification.
- Issue penalties for incidents of non-compliance.

5.1.3. Contractor

The Contractor is usually a third party appointed by the Proponent/PM to undertake the actual construction of the project. In some cases, the development components may also be undertaken by third party developers with their own contractors and sub-contractors. For the purposes of this section, any contractor on site (regardless of who appointed them) is referred to as the “Contractor.”

The relevant contractors are answerable to the Project Manager and ECO for all environmental issues associated with the project. Contractor performance will, amongst others, be assessed on health, safety, and environmental management specifications. The principal Contractor/s, any other Contractors and Sub-contractors will be required to comply with the provisions contained herein, and accordingly, the specification and its provisions must form part of any contractual arrangements between the Proponent and Contractors, and Contractors and their Sub-contractors, etc. The Contractor must comply with the specification during the construction phase and ensure that all its employees and Sub-contractors appointed by them are familiar with the specification. The legal accountability for correct implementation of the relevant requirements of the specification and other permit conditions must be contractually bound to the appointed Contractor.

The responsibilities of the Contractor include the following:

- Appoint a suitably qualified and experienced Health, Safety and Environmental (HSE) Officer to assist with the implementation and monitoring of the relevant mitigation measures as contained in the specification.
- Appoint a competent and suitably qualified Environmental Site Officer (ESO) that will be responsible for among others, ensuring daily compliance with the specification during the construction phase.
- Provide all necessary supervision during the execution of the project.
- To implement the projects as per the approved project plan.
- To ensure that implementation is conducted in an environmentally acceptable manner.

- To fulfil all obligations as per the agreed contract.
- To comply with special conditions as stipulated by surrounding landowners during the negotiation process (if any).
- Ensure that the Contractors staff and employees have received the appropriate environmental awareness training prior to commencing construction.

5.1.4. Environmental Control Officer

The Proponent/PM must appoint an independent Environmental Control Officer (ECO). The ECO must have appropriate training and/or experience in the implementation of environmental management specification. The ECO must have a tertiary qualification in Environmental Management or appropriate field. The ECO provides feedback to the Project Manager regarding all environmental matters. The ECO's key role is auditing the implementation of the specification and adherence to the environmental mitigation actions of the specification and other permit conditions. For the purposes of implementing the conditions contained herein, the Proponent/PM must appoint the ECO prior commencement of construction. The ECO is responsible for the auditing function as well as the clarification of environmental conditions contained in this specification to anyone working on the site.

The responsibilities of the ECO include the following:

- Confirming that all the environmental authorisations and permits required in terms of the applicable legislation have been obtained prior to construction commencement.
- Reviewing and approving construction method statements with input from the PM/Engineer.
- Monitoring the undertaking of environmental awareness induction by the Contractor for all new personnel on site.
- Conducting a pre-construction survey of the site prior to construction commencement.
- Validating the regular site inspection reports, which are to be prepared by the relevant contractor ESO.
- Conducting monthly environmental compliance audits in respect of the activities undertaken relating to the project, inspecting compliance with the Specification, EA and contract.
- Submit compliance audit reports to the PM and competent authority, if required.
- Monitoring and verifying that the environmental specification is adhered with and taking the necessary action if environmental specifications are not followed.
- Monitoring and verifying that environmental impacts are minimised.
- Where necessary, recommending the issuing and removal of spot fines for non-compliances with the actions of the specification.
- Continually review the specification and submitting any proposed changes for Proponent and authority review and approval as applicable.
- Monitor the site register of complaints and ensuring that the correct actions are implemented in response to these complaints.

- Monitor that the required actions are undertaken to mitigate the impacts resulting from non-compliance.
- Monitor the reporting of all incidences of non-compliance.
- Keep photographic records of progress of site environmental compliance.
- Reporting on environmental issues at site meetings.
- Ensure rehabilitation of the site is undertaken satisfactorily.

5.1.5. Environmental Site Officer

The principal Contractor must appoint an Environmental Site Officer (ESO), who is responsible for the on-site implementation of the specification. The Contractor must ensure that the Contractor's ESO is suitably qualified and competent to perform the necessary tasks and is appointed at a level such that they can interact effectively with other site Contractors, labourers, the ECO, and the public. The Contractor's ESO ensures that all sub-contractors working under the Contractor and sub-contractors abide by the requirements of the specification. The appointment of additional ESO's and/or subcontractors ESO's is at the ECO's discretion. The costs related to the implementation of the specification will be the responsibility of the relevant Contractor/ Sub-contractor.

The responsibilities of the ESO will include the following:

- Preparing activity based Environmental Method Statements where applicable and where required by the ECO.
- Review the contractors safe work procedures/risk assessments/induction training/DSTI's (daily safe task instruction) during the construction phase and include information relating to the relevant environmental risks and appropriate mitigation measures.
- Support the ECO in monitoring by maintaining a permanent presence on site.
- Establishing and maintaining an environmental incident register.
- Taking required corrective action within specified timeframe in respect of non-conformances and environmental incidents.
- Assist in finding environmentally acceptable solutions to construction problems.
- Attendance at HSE meetings, toolbox talks and induction programmes (where relevant).
- Inspect the site as required to ensure adherence to the management actions of the specification daily.
- Complete a daily diary with the purpose of recording environmental issues and corrective measures daily.
- Report any complaints to the ECO to be captured in the Complaints register.
- Liaise with the construction team on issues related to implementation of, and compliance with the specification.
- Ensure adequate and compliant waste management.

- Ensuring that environmental signage and barriers are correctly placed and maintained.

5.1.6. Authorities

Authorities are the relevant national, provincial and/or local departments that issue licenses/permits relating to environmental management. These departments are responsible for ensuring that the provisions of this specification and the conditions of approval are complied with.

The authorities may be required to perform the following roles:

- Review Monitoring and Audit reports, if required.
- Review whether there is compliance by the Proponent and Contractor with the terms of the specification and other permits. Whenever necessary, the authorities should assist the Proponent in understanding and meeting the specified requirements.
- The authorities may perform random controls to check compliance. In case of persistent non-compliance, the Proponent will be required to provide an action plan with corrective measures and have it approved by the authorities.

6. ENVIRONMENTAL MANAGEMENT SYSTEM

The purpose of this specification is to ensure that the environment is carefully considered during the design, construction, operations, and decommissioning; and that negative impacts are minimized or prevented and positive impacts enhanced. At the same time the specification should provide a logical extension of the EIA, specialist studies, or any other technical planning and assessment documentation, to ensure that recommendations are implemented, and that the project does not deviate from the environmental profile that formed the basis of the assessment.

6.1. Record Keeping

The ECO will monitor the Contractor's compliance to the approved impact prevention and management procedures and register the nature and magnitude of any non-compliances. The Engineer/PM must issue to the Contractor a notice of non-compliance whenever transgressions to the provisions and procedures are observed. The ECO will report on the action taken by the Contractor to address and mitigate the effects of the non-compliance, and report to the PM on a monthly report basis. The monthly report may be requested by the authorities and must be made available when requested.

It is essential that an official procedure for control of records be developed to ensure records required to demonstrate conformity to environmental standards are maintained. The Engineer/PM is therefore required to develop and maintain a procedure for the identification, storage, protection, retrieval,

retention and disposal of records as part of the specification. Records must be legible, identifiable, and traceable.

6.2. Document Control

A formal document control system should be established by the Contractor and PM. The document control system must provide for the following requirements:

- Documents are approved for adequacy prior to use.
- Review and update documents as necessary and re-approve documents.
- Ensure that changes and the current version status of documents are identified.
- Ensure that relevant versions of applicable documents are available at points of use.
- Ensure that documents remain legible and readily identifiable.
- Ensure that documents of external origin necessary for the specification are identified and their distribution controlled.
- Prevent unintended use of obsolete documents and apply suitable identification to them if they are retained for any purpose.

The following is a list of documentation that must be maintained on site by the Contractor during the construction phase, and must be made available to the ECO, Project Manager and to any authorities that inspect the site:

- Records of environmental induction training undertaken.
- Records of environmental toolbox talks.
- Daily site diary.
- Copies of ECO checklist and/or audit reports.
- Records of all remediation/rehabilitation activities undertaken in response to site instructions by the ECO.
- Contractor's Environmental Management Plan.
- Environmental Authorisations and applicable licences/permits.
- Complaints register.
- Environmental incidences register.
- Environmental Emergency Preparedness Procedure.
- Waste disposal certificates.
- Environmental File
- Construction method statements.

6.3. Auditing and Reporting Procedures

Reporting procedures must be developed at the start of the project, for conveying information from the compliance monitoring activities and to ensure that management is able to take rapid corrective action should certain thresholds be exceeded. Different reporting procedures may include:

- Inspections.
- Accidents and emergencies.
- Measuring performance indicators and interpreting and acting on the indicators.
- Records of monitoring activities to evaluate the effectiveness of mitigation measures and impact controls, as well as for compliance auditing purposes; and
- Training programmes and evidence of appropriate levels/levels/number of skills/capacities created.

All monitoring and auditing must be accompanied by applicable records and evidence (e.g. delivery slips, photographic records, etc.). All reports must be retained and made available for inspection by the ECO, the Applicant and /or the Relevant Competent Authorities. The relevant parties shall sign all reports to ensure accountability. The Applicant must use the audit report findings to continually ensure that environmental protection measures are working effectively on site through a system of self-checking. The specification should be viewed as a dynamic document aimed at continual environmental performance improvement.

The following auditing and reporting shall be required throughout the construction phase:

- Daily Environmental Diary: These reports must be prepared by the contractors' ESO and must aim to monitor and report on day-to-day activities to ensure compliance with the relevant authorisations, licences and permits, the approved specification, and environmental method statements.
- Weekly/Monthly Compliance Reports: These reports must be prepared by the Contractors' ESO and must aim to provide a concise weekly/monthly performance report, including copies of relevant documents (e.g. waste manifests, incident registers, consultation registers, etc).
- Monthly Audit Reports: The ECO must compile monthly audit reports (audits) which are to be submitted to the PM for review and correction of non-compliance issues. It is the responsibility of the ECO to report any non-compliance, which is not correctly rectified. Depending on the outcome of the permitting processes it may be a requirement to submit these to the relevant authorities.

6.4. Method Statements

Method statements are written submissions by the Contractor. The method statements may comprise the way in which the plan is to be set out, materials handling and storage, the use of labour and the method that the Contractor proposes to carry out an activity. The method statement must contain the appropriate details such that the ECO and PM are able to assess whether the Contractor's proposal is

in accordance with the requirements of the specification and good environmental and/or engineering practice. The Contractor must sign each method statement along with the ECO and Project Manager in order to formalise the approval of the documents. All method statements, including those which may be required as emergency decommissioning method statements, must be submitted for approval prior to the commencement of an activity. Any changes to the method of works must be reflected by amendments to the original approved method statement. Any changes in this regard must be approved by the ECO and Project Manager on the understanding that such changes will be environmentally acceptable and in accordance with best engineering practice and are in line with the requirements of this specification.

The undertaking of construction work in environmentally sensitive areas will require prior approval of written method statements that reflect the way the Contractor intends to protect the environment while conducting work within the area. The method statements must set out the following aspects:

- The type of construction activity to be undertaken.
- The locality where the activity will be undertaken.
- The impacts that may result from the undertaking of the activity.
- The provisions that will be implemented to prevent the impacts.
- The provisions that will be implemented to contain/reduce the magnitude of impacts.
- Emergency preparedness and incident reaction procedures.
- Treatment and maintenance of impacted environment.

The method statements are required 14 days prior to any construction work commencing, and then the work may only start once the method statements have been approved by the PM and ECO.

6.5. Complaint and Incident Registers

The Contractor shall be responsible for responding to the ECO in writing with respect to queries and/or complaints relating to construction activities. The Contractor shall notify the ECO of any complaints being lodged by a third party. The Contractor shall be responsible for maintaining complaints register in which all complaints and corresponding actions taken are recorded. The complaints register must be kept in the site office within the site environmental file and must always be available to the ECO and/or the applicable officials. All complaints received must be investigated, and a response shall be given to the complainant within seven (7) days. The following information must be provided:

- Name, time, date, location and nature of the incident/complaint being lodged.
- Date and method of notification of the ECO of such incident/complaint lodged.
- The description of the actions taken to mitigate such incident/complaint being lodged, date of such actions taken and the responsible personnel.

6.6. Emergency Preparedness Procedure

The Contractor shall ensure that there is an emergency preparedness procedure for the site prior to commencement of construction activities. The Contractor must ensure that site staff are familiar with all emergency procedures to be followed and must ensure that the list of all emergency telephone numbers/contact people is kept up to date and that all numbers and names are always posted at the site office. All emergencies must be recorded. The following information, as a minimum, must be provided:

- Name, time, date, location and nature of the emergency incident.
- The name, time and date of the person contacted to report the emergency incident.
- Description of the corrective emergency actions taken and when the corrective emergency actions were taken and the responsible personnel.

7. PROCEDURES FOR ENVIRONMENTAL TRANSGRESSIONS

Within the provisions of the relevant environmental legislation, there are several penalties for non-compliance or offences. Below a few extracts are presented for information purposes, however these must not be read in isolation, and the reader is reminded that there are other Acts, or sections of Acts, which may be applicable to the relevant project:

- NEMA Section 49B(1): A person convicted of an offence in terms of section 49A(1)(a), (b), (c), (d), (e), (f) or (g) is liable to a fine not exceeding R10 million or to imprisonment for a period not exceeding 10 years, or to both such fine or such imprisonment- this includes commencing with a listed activity without an EA or the non-compliance with conditions of any EA and associated EMPr;
- NEMA Section 49B(2): A person convicted of an offence in terms of section 49A(1)(i), (j) or (k) is liable to a fine not exceeding R5 million or to imprisonment for a period not exceeding 5 years, and in the case of a second or subsequent conviction to a fine not exceeding R10 million or to imprisonment for a period not exceeding 10 years, and in both instances to both such fine and such imprisonment;
- NEMA Section 49B (3): A person convicted of an offence in terms of section 49A(1)(h), (l), (m), (n), (o) or (p) is liable to a fine or to imprisonment for a period not exceeding one year, or to both a fine and such imprisonment.
- NWA Section 151 (1c): No person may fail to comply with any condition attached to a permitted water use under this Act.
- NWA Section 151 (2): Any person who contravenes any provision of subsection (1) is guilty of an offence and liable, on the first conviction, to a fine or imprisonment for a period not exceeding five years, or to both a fine and such imprisonment and, in the case of a second or subsequent conviction, to a fine or imprisonment for a period not exceeding ten years or to both a fine and such imprisonment;

- NEM:BA Section 102 (1): A person convicted of an offence in terms of section 101 is liable to a fine not exceeding R10 million, or an imprisonment for a period not exceeding ten years, or to both such a fine and such imprisonment.
- NEM:WA Section 68 (1): A person convicted of an offence referred to in section 67(1)(b), (c), (d), (e), (f), (i), (j), (k) or (l) or section 67(2)(a), (b), (c), (d) or (e) is liable to a fine not exceeding R5 000 000 or to imprisonment for a period not exceeding five years, or to both a fine and such imprisonment, in addition to any other penalty or award that may be imposed or made in terms of the National Environmental Management Act;
- NEM:WA Section 68 (2): A person convicted of an offence referred to in section 67(1)(b), (c), (d), (e), (f), (i), (j), (k) or (l) or section 67(2)(a), (b), (c), (d) or (e) is liable to a fine not exceeding R5 000 000 or to imprisonment for a period not exceeding five years, or to both a fine and such imprisonment, in addition to any other penalty or award that may be imposed or made in terms of the National Environmental Management Act;
- NEM: WA Section 68 (3): Any person convicted of an offence referred to in section 67(1)(m) is liable to a fine or to imprisonment for a period not exceeding six months or to both a fine and such imprisonment.
- NEM:WA Section 68 (4): A person who is convicted of an offence in terms of this Act and who persists after conviction in the act or omission that constituted the offence commits a continuing offence and is liable on conviction to a fine not exceeding R1 000 or to imprisonment for a period not exceeding 20 days, or to both such fine and such imprisonment, in respect of each day that person persists with that act or omission.

It is recommended that a procedure for non-compliances (i.e., incentives or disincentives for conformance and non-conformance with the environmental specifications) must be employed to ensure that the specifications are adequately implemented. The system to be used must be determined before construction commences, included in the tender documents and contracts, and made clear to all project workers. The system may include that the ECO can be authorized to impose spot fines on the Contractor and/or his subcontractors for any of the defined transgressions. Such fines should be issued in addition to any remedial costs incurred because of non-compliance with the environmental specifications and/or legal obligations.

8. RESPONDING TO NON-COMPLIANCES

In the event of non-compliance to the approved environmental specifications, penalty must be applied at a fee determined by the relevant Project Management Team (PMT). Non-compliances will be identified and managed through the following four key activities including:

- Inspections of the site and activities across the site.
- Monitoring of selected environmental quality variables.

- Audits of the site and relevant documentation as well as specific activities; and
- Reporting monthly.

An environmental non-conformance and incident register must be prepared and maintained by the ESO throughout the construction phase to track and monitor environmental concerns, incidents, and non-conformances. The register must include details of date, location, description of the non-conformance or incident, applicable environmental commitment/standard, corrective action taken, adequacy of corrective action, date rectified, etc.

Non-compliance with the environmental specifications or any other environmental legislation, specifications or standards shall be recorded by the ECO in the non-conformance register. This register shall be maintained by the ECO and will be sent to the PM and Contractor on a regular basis (monthly), and the Applicant/PM shall ensure that the responsible party takes the necessary corrective actions. Non-conformances may only be closed out in the register by the ECO upon confirmation that adequate corrective action has been taken and/or documented proof provided. The register should be used to measure overall environmental performance.

G. SUSPENSION OF THE WORKS

In the event where non-compliance exceeds levels warranting penalties, the PM may instruct the Contractor to remove the personnel guilty of misconduct, incompetent or negligent on site. Where the PM considers the Contractor to be in contravention of the requirements of the environmental specifications, an instruction to suspend all works may be ordered. The ECO may recommend suspension of construction works if a major and/or recurrent non-compliance is identified.

10. ENVIRONMENTAL AWARENESS PLAN

It is imperative for all construction staff to undergo environmental awareness induction prior the commencement of construction activities on site. No construction personnel must be permitted to work on site without having attended the environmental awareness induction, therefore, the induction must be an ongoing programme for active orientation of all incoming personnel.

The key objectives of environmental awareness induction are as follows:

- To ensure that all supervisory staff, contractor's management staff, sub-contractors and labourers are aware of the environmental conditions as stipulated in the environmental specifications and other applicable permits.
- To ensure that all supervisory staff, contractor's management staff, sub-contractors and labourers are aware of the consequences of non-compliance with the environmental conditions.

- To ensure that all supervisory staff, contractor's management staff, sub-contractors and labourers are sensitised to the potential environmental impacts and risks associated with the site-specific construction activities.
- To ensure that all supervisory staff, contractor's management staff, sub-contractors and labourers understand the specific actions that are required from them in order to prevent or minimise the risk to the environment and the corrective action which will be required should any impact or pollution arise.
- To ensure that the contractor, subcontractors, and suppliers who may present a risk to the environment through the normal course of their operations, are also aware of the conditions of the specification and other applicable permits, and the consequences of non-compliance.

The following roles and responsibilities apply to the environmental awareness induction programme:

The Contractor:

- The contractor will ensure that the environmental awareness induction is conducted and that all staff are subject to the training and awareness programme.
- The contractor will ensure sufficient financial provision for the successful implementation of the environmental awareness programme.
- The contractor will ensure that all subcontractors are aware of the provisions of the specification before commencing work on site.

The ECO:

- The ECO will monitor whether the necessary training and environmental awareness is continually taking place on site and to monitor the efficiency thereof.
- The ECO will be obliged to report through environmental audit assessments, on the success of the training and awareness programme.
- The ECO must undertake the necessary training of the ESO to ensure that they are properly equipped to undertake the staff training on site.

The ESO:

- The ESO will compile the environmental awareness and training manual in line with the specifications and applicable permits, and general overview of the site.
- The ESO will undertake the environmental awareness induction programme, ensuring that all site staff is trained.
- The ESO will keep records of all trained site staff, such as attendance registers.
- The ESO will also conduct regular toolbox to ensure that the site staff is kept in check with environmental risks and management thereof.

Site Supervisors/Foremen:

- The supervisor (or foreman) must ensure that all staff members within their sections of responsibility have received environmental induction and that they are familiar with the provisions of the environmental specifications as it relates to their section of work.
- The supervisor must ensure the staff is equipped with the material means of implementing the environmental specifications and taking the necessary corrective action should any non-compliance arise.

Labourers:

- All site staff need to ensure that they have received the required environmental induction and training necessary for them to undertake their work without putting the environment at risk.

Environmental awareness induction must include the relevant information and requirements from the environmental specifications and applicable licenses and permits. The training manual must include the following aspects:

- Environmental specifications as contained in this document.
- Appropriate sanitation and waste disposal practices.
- Prevention of soil and water contamination.
- Appropriate dust and noise control measures.
- Procedures to follow if any fauna or faunal habitats (e.g. nests) are encountered on site.
- The benefits of the implementing a “duty of care” for the environment.
- Employees’ roles and responsibilities.
- Emergency preparedness (e.g. outbreaks of fires, chemical spills etc.).
- Potential risks to employees on site.

The training manual may be in the form of a presentation with diagrams and pictures describing the environmental aspects. Attendance registers must be kept for records of all trained construction staff, attendance registers for regular toolbox talks must also be kept for record of on-going on-site environmental awareness.

All senior and supervisory staff members shall familiarise themselves with the full contents of this document and understand the environmental specifications in order to be able to assist other staff members in matters relating to the environment.

Acknowledgement:

I, _____ representing

_____ Contractor have satisfied myself with the content of the Standard Environmental Specification for repairs and refurbishment of Seatides Combined School and shall ensure that we will comply with all relevant obligations in respect thereof.

Signature of Contractor

Date

Signature of Agent

Date

Comments:



**OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION FOR THE REPAIRS AND RENOVATIONS
OF THE SEATIDES COMBINED SCHOOL**

Report Nº

CDC-OPS- SPC-095-25

Classification: Public

05 November 2025

DOCUMENT INFORMATION SHEET

Title of Document : *Occupational Health and Safety Specification for the Repairs and Renovations of Seaside Combined School.*

Type of Document : *Health and Safety Specification*

Document Number : *CDC-OPS-SPC-095-25*

Prepared by : *Eric Nqampi*

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Business Unit : *KZN-BU*

Prepared for : *Contractor*

Date of Issue : *05 November 2025*

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DOCUMENT CONTROL SHEET

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 05 November 2025	Name: Eric Nqampi	Name: Msawenkosi Mteki/ Sisekelo Jali	Name: Eric Nqampi
	Signature: 	Signature:  Sisekelo Jali 464a70c8-b847-44e4-95e7-69c4a5b1edeb2 2026/06/15 8:58:15 AM	Signature: 

Distribution:	CDC
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REVISION CHART

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

NAME OF SPECIFICATION
(Specification Document)

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1. INTRODUCTION AND BACKGROUND

1.1. Background to the Occupational H&S Specification

EQPM&SS has prepared a Project-Specific Occupational Health and Safety Specification on behalf of CDC for the repairs and refurbishment of Seatides Combined School **at Tongaat, Ethekewini Municipality, KwaZulu Natal Province**. The OHSS-P sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the repairs and refurbishment of Seatide Combined School. Contractual responsibility for adhering to these requirements rests with the Principal Contractor. All employees are encouraged to be pro-active in compliance. EQPM&SS together with CDC is committed in ensuring the highest health and safety standards for all work undertaken on construction sites.

1.2. Occupational Health and Safety Specification Aim

The purpose of the OHSS-P is to assist the Principal Contractor in achieving compliance with the OHS Act, Construction Regulations of 2014 and all relevant regulations and Standards revolving the Contractor's scope of works and to reduce injuries in the work environment.

The OHSS-P is a performance measurement to ensure all stake holders such as the Client, Consultants, Principal Contractors, and Contractors achieve an acceptable level of OHS performance. This health and safety specification should be included in all tender documents for construction works and/or be provided the successful bidder and this will assist Principal Contractor with guidelines as to what the Client requires during construction.

Therefore, the Principal Contractor is at all times required to and will remain responsible to address all requirements of the OHS Act, Construction Regulations and all relevant Regulations and Standards in the project health and safety plan and implementation thereof.

The OHSS-P is a performance specification to ensure that the CDC and any bodies that enter into formal agreements with the CDC such as Consultants, Principal Contractors, and Principal Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS-P such as hazard identification and risk assessment action plan or any other form of communication from the CDC shall be construed as an acceptance by the CDC of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the CDC/its client which may result from the Principal Contractor failing to comply with the OHSS-P unless the CDC has issued an instruction to any requirement, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

1.3. Occupational Health and Safety Specification Implementation Guide

This OHSS-P forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their Contracts with Sub-Principal Contractors and Suppliers. It will be disseminated by the CDC persons responsible for the design of the construction works, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors. The prospective Principal Contractors shall incorporate the requirements of the OHSS-P in their submission of tenders to the CDC.

The Principal Contractor shall sign an acknowledgement in Annexure A that he / she has familiarised him / herself with the content of the OHSS-P and he /she shall comply with all his / her obligations in respect thereof. The successful Principal Contractor will be required to compile H&S Plan and file based on the requirements of the OHS Act and these Specifications, which will need to be approved by the EQPM&SS as the appointed H&S Agent prior commencement with construction work.

2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1. Scope

Repairs and Refurbishment of Seatide Combined School at Tongaat in KwaZulu Natal, the scope of work entails the following aspects:

- Deep excavation
- Brick and Mortar
- Working at Heights limited to one building storey.
- Loading and offloading of heavy equipment / materials using crane (Rigging)
- Roof installation
- Electrical and Mechanical work
- Stormwater management
- Retaining walls and
- Concrete work
- Removal of asbestos containing materials and disposal of such materials in registered disposal site.

2.2. Interpretation

The OHSS-P contains clauses that are generally applicable to building / construction and to impose proactive controls associated with activities that impact on human health and safety as it relates to plant and machinery.

Compliance to the requirements of the OHS ACT is in addition to the requirements of the OHSS-P and is part of the Principal Contractor's responsibility. The EQPM&SS together with CDC will monitor that the Principal Contractors comply with the requirements of the OHS ACT and will not prescribe to the Principal Contractor how such compliance is achieved.

2.3. Definitions

For the purpose of the OHSS-P the definitions, acronyms given hereunder shall apply:

- 2.3.1 *Construction Work (as defined in the Construction Regulations, 2014)* means any work in connection with –
- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure; or
 - b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.
- 2.3.2 *Hazard Identification and Risk Assessment and Risk Control* Means a documented plan, which identifies hazards, assesses the risks and detailing.
- 2.3.3 *Site* Means the area in the possession of the Principal Contractor for construction of works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Principal Agent.
- 2.3.4 *The Act* Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under.
- 2.3.5 *CDC* Coega Development Corporation (Pty) Ltd.
- 2.3.6 *Hazard* Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)
- 2.3.7 *Risk* Means the probability or likelihood that a hazard can result in injury or damage
- 2.3.8 *Principal Contractor's Responsible Person*
Means any person appointed in writing by the Principal Contractor to supervise construction or building work. The appointment shall be as required by the OHS ACT which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.
- 2.3.9 *Employer's Personnel*
As defined in the relevant contract Documents
- 2.3.10 *OHSS-P*
Occupational Health and Safety Specification

2.4. General Health and Safety Provisions

2.4.1 Application for Construction Work Permit

The Construction Health and Safety Agent shall apply for the Construction Work Permit from the Provincial Director of the Department of Employment and Labour (as is required by CR3). The Application for Construction Work Permit shall be sent to the **Provincial Office of the Department of Labour – (KwaZulu Natal (Durban))**. The Principal Contractor shall be expected to submit the following documents to assist in the process of applying for the CWP:

- Site Specific Health and Safety Plan
- Letter of good standing
- CV of the Construction Manager and qualifications
- CV of a registered Construction Health and Safety Officer (SACPCMP) and proof of competence in a form of qualifications and certificates.
- Priced BoQ
- Organogram

The above-mentioned information must be submitted within 5 days after the receipt of an appointment letter.

2.4.2 Assignment of Principal Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit the following supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHSAct), prior to commencement of work:

- CEO Assignee OH&S Act sect. 16(2)

Health & Safety Management Personnel

Having taken into consideration the size and complexity of the Construction project at hand, the following requirements are set for the Construction management team:

- **Full-time Construction Manager CR 8.1**

At least 5 years' Experience and project CV detailing years worked in construction and projects of a similar nature (building works) to this.

Legal liability training

Diploma or Degree in Construction or Building Management

- **Full -Time Construction Health and Safety Officer CR 8.5**

Construction Safety Officer

Fulltime appointed within the company to manage all projects listed under this contract
Experience CV detailing projects worked on of a similar nature must be provided to the OHS Agent for approval.

Upon award the successful Bidder will be required to provide a valid proof of registered Construction Health and Safety Officer or Construction Health and Safety Manager

(CHSO/CHSM) with SACPCMP within the prescribed period. No candidate registration will be accepted.

The CHSO/CHSM must have proven record of 5 years or more experience.

- Construction work supervisor CR 8.7
Principal Contractor must appoint construction supervisors in writing responsible for construction activities and ensuring H&S compliance on a single construction site he/she is appointed for.
- Risk Assessment coordinator CR 9
Principal 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.

2.4.3 *Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA Act)*

The Principal Contractor shall submit a copy of their valid Letter of Good Standing with the Compensation Insurer to the CDC by including it in the Project H&S Files which will include the following:

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

Contractors will not be allowed to site without the letter of good standing. The Principal Contractor shall be penalised should they allow contractors to commence construction activities without the letter of good standing.

2.4.4 *Health and Safety Organogram*

The Principal Contractor shall submit a Project Specific organogram in each project H&S File, outlining the Health and Safety Site Team as required and as related to the relevant appointments by the OHS ACT. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team. Frequent change of Construction Manager and Construction Health and Safety Officer within 6 months will lead to instability on site. The Client will apply penalties if these changes are abnormal or not reasonable.

2.4.5 *Risk Assessments*

2.4.5.1 *Baseline Risk Assessment*

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

Should the Principal Contractor commence work without approval of the risk assessment or should the risk assessment not reflect the activities being undertaken, the Pr.CHSA may instruct the work to be immediately halted, and the Principal Contractor will have no claim

against the Client (CDC) in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

The risk assessment should include the following:

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

The Principal Contractor shall ensure that all persons entering the site are informed of all hazards on site; record of this is to be kept on the H&S File.

The risk assessment should take into consideration the following key processes, but not limited to:

- Site Establishment.
- Identification of existing services, exposure and protection thereof.
- Clearing of vegetation along the existing fence-line.
- Work at heights.
- Scaffolding.
- Movement of Construction Vehicles (Inclusive of Bakkies) in the school premises and public roads; Signage be placed in strategic area to warn motorists about construction vehicles gaining access to the public road.
- Accommodation of traffic in the school premises during delivery of equipment and materials.
- Control of access of public to site and access of employees into the work area;
- Concrete batching if ready-mix concrete will not be used;
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, noise, extreme temperatures, illumination, vibration and ergonomic hazards.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing must be used and be SABS approved.

2.4.5.2 Issue Based Risk Assessment

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

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

2.4.5.3 Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management.

This should be conducted by frontline construction managers on site, and it is essential that formal training be provided to enable this process to be efficient. The training for Continuous Risk Assessment must be offered by an accredited service provider.

The Principal Contractor shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication on the construction site H&S File.

2.4.6 Health and Safety Representative(s)

The Principal Contractor shall ensure that at least One (1) Health and Safety Representative is elected and trained to carry out his / her functions on a single construction site. The training of the SHE representative must be provided by an accredited service provide. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspection, keep records and report to the construction manager and construction supervisor to take appropriate action. He/she shall attend Health and Safety Meetings when required.

The H&S Representative shall be part of the team that will investigate incidents, accidents & non-conformances. Principal Contractor must ensure that for every 50 employees, there is a SHE representative.

The Principal Contractor is required to elect and appoint a health and safety representative regardless of the number of employees on site. Such representative shall always be on site and report to the Full-time Construction Health and Safety Officer, Construction Supervisor and Construction Management Representative.

2.4.7 Health and Safety Committee

Based on the magnitude and duration of this project, Health & Safety Committee will be formed. The health and safety committee must hold its meetings at least once in three months. The health and safety representatives must automatically be members of the health and safety committee. The agenda of these meetings must include the following:

- Audit findings
- SHE representatives' inspection reports
- Incidents or near misses
- Visits of Department of Employment and Labour and their comments

2.4.8 Health and Safety Training

The Principal Contractor shall at project start-up conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be drafted and included in the H&S file. Once the identified people have attended the training, the Principal Contractor must ensure copies of the certificates are kept on the relevant construction site H&S Files.

2.4.8.1 Induction

The Principal Contractor shall conduct Project Specific inductions to all new employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the relevant construction site H&S Files.

Principal Contractor must ensure that all employees are subjected to induction training before the commencement of their construction activities.

2.4.8.2 Awareness

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

2.4.8.3 Competency

The Principal Contractor shall ensure that all workers utilised on this project are competent in their various trades and all certification of such individuals are always kept in the Safety File on site.

2.4.8.4 General Record Keeping

The Principal Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the OHSS and the OHS Act. The Principal Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the CDC, or the Department of Labour's Inspectors. Each construction site will always keep and maintain a site-specific H&S File on site during construction.

2.4.8.5 General Inspection, Monitoring and Reporting

A table of intended inspections is to be included in the H&S plan, including inspection register, the responsible person and frequency. Inspection registers must be kept in each relevant construction site H&S File.

2.4.8.6 Internal Audits

The Principal Contractor shall conduct H&S audits of the site Health and Safety Management System, including the sub-Contractor records, to ensure compliance with the

OHS Act and OHSS. All sub-contractors on site must be audited at least once within a period of not exceeding one (1) month on site. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.4.8.7 External Audits

The CDC, or its relevant Representative, shall conduct monthly Audits on each site. All documentation held by the Principal Contractor shall be available for inspection. The Principal Contractor shall provide any additional information required. The Principal Contractor is required to participate in the Audit.

Deviations identified during the audit will be closed out within 5 working after the receipt of the audit report. Failure to submit the closeout report within the stipulated timeframe will result to the deduction of 5% from the audit score.

2.4.8.8 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by in the H&S File.

The procedure shall detail the response plan including the following key personnel for each construction site:

- a) List of key personnel,
- b) Details of emergency services,
- c) Actions or steps to be taken in the event of the emergency; and
- d) Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, damage of vital municipal services such as water and electricity etc. NB: a separate Risk Assessment and Safe work Procedure for the Identification, location, exposure and protection of Existing Services is required for submission, review and approval by the CDC H&S Project Manager or the H&S Agent Client in with the relevant members of the Technical Team.

A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel. Furthermore, the Principal Contractor shall consult with the school Management and ensure that his Emergency Preparedness and Response Plan is in line with the existing school's one.

2.4.8.9 First Aid Box and First Aid Equipment

The Principal Contractor shall ensure that it appoints a trained **Level 2 First Aider(s)** on site regardless of number of employees on site. The appointed First Aider(s) are to be sent for accredited first aid training **before** starting on site. Valid certificates are to be kept on site. The Principal Contractor shall provide on-site a First Aid Box, adequately always stocked, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. The Principal Contractor shall ensure that there is always a qualified First Aider on site.

2.4.8.10 Accident / Incident Reporting and Investigation

The Principal Contractor shall investigate record and report all reportable incidents as per the OHS Act. The Investigations shall be conducted by a competent person appointed in writing. The Principal Contractor shall advise the CDC, H&S Agent and H&S PM and any relevant party immediately, followed up with a written notification, of any medical treatment cases, lost time, disabling incident or fatality. Incident Investigation Report is to be submitted to the CDC H&S PM via the H&S Agent within 7 working days, unless requested otherwise.

2.4.8.11 Unanticipated Hazards

The Principal Contractor shall immediately notify Project Management & Relevant School's Representative of any hazardous or potentially hazardous situations arising during the performance of activities. Principal Contractor will develop a mitigation plan and address any potential risk to the school.

2.4.8.12 Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued free of charge. The Principal Contractor is to indicate procedure for Lost or Stolen and Worn Out or Damaged PPE. The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots.
- Hi-Viz Vest in cases where visibility is impaired.

2.4.8.13 Occupational Health and Safety Signage

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

2.4.8.14 Permits

The Principal Contractor shall implement a Permit to Work System. The System shall cover the following works:

- Excavations deeper than 1 metre.
- Use of a Hazardous Chemical Substance.
- Working at elevated positions

2.4.8.15 Contractors

The Principal Contractor shall implement a Contractor Management System to ensure compliance to the OHS Act and OHSS. The Contractor Management System procedures are to be stipulated in the H&S Plan. The Principal Contractor is to appoint all contractors in terms of the OHS Act 85 of 1993 and OHSS.

The Principal Contractor shall provide contractors who are proposing to perform construction work for the principal contractor, with the client's health and safety specifications and must ensure that such a contractor has made sufficient provision for health and safety measures during the construction process.

The Principal Contractor shall ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

3. Occupational Safety

3.1. *Excavations, Shoring, Dewatering or Drainage*

The project will have deep excavations. The Principal Contractor is required to submit a method statement detailing how they intend to manage the excavations on site. No excavation may be started without having all necessary equipment / material that will be used on the created excavation. There is a tendency of creating excavations without knowing when a joint will be delivered, and that increases an exposure to danger. Principal Contractor shall ensure that barriers and/or safety netting are erected on unattended excavations. Signage must be erected to warn members of the public about existing danger of excavations.

3.2 *Stacking of Materials*

The Principal Contractor shall ensure that there is an appointed stacking supervisor and all materials, all equipment are stacked and stored in accordance with legislation. All materials shall be stocked in the designated area as directed by the Principal Agent/Project Manager. No materials shall be stacked in the school's unauthorised areas and anywhere where it could cause a tripping hazard to workers, school staff and members of the public.

3.3 *Speed Restrictions and Protection*

The Principal Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). The speed limit is set to not exceed 20km/h when approaching the school premises. If the school is situated in the vicinity of the public

road, Principal Contractor must erect signage warning motorists about construction vehicles gaining access to the public road.

3.4 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the H&S Plan that:

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

The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the SDS and how to treat HCS incidents appropriately.

3.5 *Asbestos*

There is a possibility of asbestos containing material on site, should asbestos containing material be identified on site. The requirement of Asbestos Abatement Regulations will be applied, and the Principal Contractor will be expected to work accordingly. Principal Contractor to appoint an asbestos registered contractor for removal of asbestos containing materials. The asbestos containing materials to be disposed of at registered disposal site. A certificate of disposal must be produced when requested by client and auditors. The area where asbestos containing materials is cordoned off and signage must also be displayed indicating that there is asbestos in that area.

3.6 *Noise Induced Hearing Loss*

Minimal noise is envisaged on this project, however where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the H&S Plan.

The Principal Contractor is to ensure that noise is minimised to acceptable levels and try to conduct noisy activities at times where it would not make any nuisance to members of the public and neighbours. Proper planning and finding means of reducing noise levels with regards to these activities is highly encouraged.

3.7 Demolition Work

Before to any demolition work being undertaken, the Principal Contractor shall submit the following as part of his / her Health and Safety Plan.

- A safe working procedure and a detailed engineering survey of the structures to be demolished.
- Submit a method statement describing how the demolition work is to be executed.
- Appoint a competent person to supervise the demolition work.
- Ensure that demolition work is executed in line with the requirements of Construction Regulations 14.
- No demolition work may commence without the approval of the method statement by appointed Construction Health and Safety Agent.

3.8 Temporary Works

- Principal Contractor must be compliant with the requirements of Construction Regulations 12. Principal Contractor shall appoint the following appointees who should be competent persons:
 - ✓ *Temporary Works Designer (Structural Engineer who is ECSA registered)*
 - ✓ *Temporary Works Supervisor*
 - ✓ *Scaffolding Erector*
 - ✓ *Scaffolding Inspector*

The above-mentioned appointees should have an experience of five years in Building Projects.
- A method statement should be included in the health and safety plan addressing all aspects of health and safety management of erection, dismantling, and working on and around scaffolding.

4. Plant and Machinery

4.1 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, boring machines, and excavators, draglines, and road vehicles with or without lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS ACT.

The Principal Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate

PPE and clothing and as specified by the HIRA, shall be provided and maintained in good condition at all times.

4.2 *Pressure Equipment or Gas Bottles Including Operations*

Not applicable in this project.

4.3 *Fire Extinguishers and Fire Fighting Equipment*

The Principal Contractor shall provide adequate regularly serviced fire extinguishers located at strategic points on site. The Principal Contractor shall keep spare serviced portable fire extinguishers. Safety signage shall be posted up in all areas where fire extinguishers are located. The Principal Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment. The Principal Contractor shall have its own Fire-fighting equipment at all times.

4.4 *Hired Plant and Machinery*

The Principal Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS ACT as well as those that are stipulated by this OHSS, shall apply. The Principal Contractor shall ensure that operators hired with machinery have proof of competency to operate the machinery, proof of medical certificate of fitness and undergo a health and safety induction, appropriate toolbox talks and be issued with the necessary PPE.

4.5 *Work at elevated positions*

The Principal Contractor shall ensure that a reasonably detailed Fall Protection & Rescue Plan and HIRA has been undertaken and submitted for approval to the CDC before commencement on site. Where scaffolding is to be used, the Principal Contractor shall appoint and train scaffold inspectors and erectors to ensure all scaffolding is erected according to SANS 10085.

4.6 *Form and Support Work for Structures*

It is not envisaged that this type of work will be in this project.

4.7 *Lifting Machine and Tackle*

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

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

4.8 *Ladders and Ladder work*

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

4.9 *General Machinery*

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

4.10 *Portable Electrical Tools / Explosive Power Tools*

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

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

4.11 *High Voltage Electrical Equipment and any electrical works*

Not applicable in this project.

4.12 *Public Health and Safety*

Having being aware that the project is taking place in a fully functional Government school, the Principal Contractor shall ensure that each person working on or visiting the work areas, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times.

The Principal Contractor have a duty in terms of the OHS ACT to do all that is reasonably practicable to prevent members of the public and others from being affected by the construction processes to be aware and put preventative measures in place.

The visitors to site shall go through a visitor's health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

The Principal Contractor shall ensure that there is no part of the school's perimeter fencing which will not adequately closed at the end of each working day and during weekends. Temporary perimeter fencing must be maintained at all times to prevent unlawful and uncontrolled access into the school.

4.13 *Night Work*

The Principal Contractor shall not undertake any night work. If the Principal Contractor is compelled to work at night, an approval must be sourced from the Principal Agent. A risk assessment must be conducted specifically for the type of work that would be conducted at night.

4.14 *Facilities for Safekeeping and Eating Area (Mess Room) for workers*

The Principal Contractor shall provide facilities for safekeeping. Where possible, there shall be a temporary shaded structure that will serve as a mess room or eating area.

The structure should be suitable for use during adverse weather such as rain or should this not be possible an alternative must be sought and an approval from, SHE Project Manager will be required. The Principal Contractor will ensure that drinking water, waste bins, Ablution facilities and signage are provided on site.

The school is situated in residential area and there is a road in front of the school, therefore signage must be provided to warn motorists about the construction vehicles in the vicinity. Flag persons may be needed in certain circumstances, the contractor will be required to provide such.

4.15 Transport of Workers

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

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

5. Occupational Health

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

- Inhalation through breathing e.g., cement dust.
- Ingestion through swallowing maybe through food intake.
- Absorption through the skin e.g. painting or use of thinners.

The Principal Contractor should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees is not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

5.1. Medical Service

The Principal Contractor shall ensure that all employees undergo Pre-Employment medical examination and certified fit for duty and conduct Exit- medicals upon demobilization. These medical examinations must be conducted by an Occupational Health Practitioner and fitness certificates must be kept in the H&S File.

Any person normally working on the site and subsequently away from site for more than one month shall be required to undergo another medical upon return.

5.2. HIV/Aids Programme

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

It is required that Principal Contractor provide an HIV/Aids Coordinator 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 Principal Contractor shall ensure that the HIV/AIDS Coordinator has been trained on the basic HIV/AIDS information, the support services available and the necessary skill to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The HIV/Aids Awareness Programme Requirements:

- HIV Programme Coordinator appointed
- Appoint and train Peer Educator/s
- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- Female condom dispenser, sufficient female condoms available and is it in high trafficked area
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/toolbox talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

Principal Contractor must liaise with the Hospital's HIV/AIDS Champion. No Principal Contractor shall require an employee, or an applicant for employment, to undertake an HIV test to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing.

All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

6. Penalties

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs OHS Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

In cases of any **repetitive non-conformances**, the non-conforming party shall be penalised as per the table below:

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

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied (e.g., Overalls, Safety Shoes, Hardhats) per person	Toilets not supplied or regularly serviced; lack of drinking water	Principal Contractors working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors not audited	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Invalid/expired Letters of Good Standing with licensed Compensation Insurer
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous audit and not addressed within the agreed time frame	Allow people to work at heights without proper training and PPE
	No internal monthly Audit Report on file.	Fall Arrest Harness not tied off / worn when a risk of falling exists
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Unsafe work at heights	3 rd Offence on Unsafe Work at Heights
	Poor Housekeeping	Failure to submit consolidated H&S report and relevant document.
		PC working on excavations without an approved method statement or working contrary / against his own method statement.
		Allowing the employees to commence work without Valid Medical Certificates of fitness

		from Occupational Medical Practitioner.
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All penalties shall be communicated to the Principal Contractor and the relevant Professional Team Members monthly. The Principal Contractor will be expected to confirm receipt of such penalty/ies. The total deductible amount as per penalties issued shall be tabled in the Monthly Progress Meeting for noting purposes. All monthly penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

7. Project Handover to the end user

There is a road separating the school and the hostel. A risk does exist of school kids being knocked down by speeding vehicles. It will be necessary to install traffic calming measures to force motorists to reduce their speed when passing the school. A permanent solution will be the building of a bridge to connect the school and the hostel.

8. Close - Out Requirements

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated H&S file (to be in electronic form) to the appointed H&S Agent, confirming the H & S history of the project.

The following **summary** of information is required, filed in a disc format, but not limited to:

- Monthly H&S Agents H&S audit reports
- Minutes of the Health and Safety meetings
- Incidents & IOD
- WCA Claims
- Total Man-hours and DIFR
- Monthly H&S audit reports (Internal)
- Environmental rehabilitation status
- H&S Non-conformances (current/outstanding)
- Principal Contractor's project SHE File

Handover of the consolidated H&S file can only commence once all personnel has been demobilized and nil man-hours are recorded. Electronic submission must be provided to the CDC H&S Project manager.

The H&S Agent will evaluate the H&S performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated file.

9. MONTHLY SAFETY REPORTS

The Principal Contractor is expected to submit a monthly safety report which will include the following:

- Internal Audit
- Site Inspection
- Risk Assessment
- Daily Safety Task Instructions
- Accident and Incident investigations

- Record of all incidents

10. MANDATORY HEALTH, SAFETY AND ENVIRONMENTAL TRAININGS

- SHE representative training from accredited service providers
- Scaffolding erectors and inspectors from accredited service providers
- Incident investigation from accredited service providers

Acknowledgement:

I, _____ representing

_____ Principal Contractor /
Agent have satisfied myself with the content of the Occupational Health and Safety
Specification (OHSS) for **primary school** and shall ensure that the Principal Contractor
and his / her personnel comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of A Client/Agent

Date

Comments:

C3.4 BASELINE RISK ASSESSMENT



Baseline Risk Assessment:
**FOR REPAIRS AND RENOVATION OF
SEATIDE COMBINED SCHOOL**

Risk Assessment Nº
CDC-OPS- BRA-049-25
Rev 0

Classification: Public Use

05 November 2025



DOCUMENT INFORMATION SHEET

Title of Document : *Baseline Risk Assessment for the Repairs and Renovations of Seatide Combined School*

Type of Document : *Baseline Risk Assessment*

Document Number : *CDC-SBU-BRA-049-25*

Prepared by : *ERIC NQAMPI*

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Business Unit : *OPERATIONS*

Prepared for : *BIDDERS / SERVICE PROVIDERS*

Date of Issue : *05 NOVEMBER 2025*

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DOCUMENT CONTROL SHEET

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

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	Signature: 	Signature:  Sisekelo Jali 464a70c8-b847-44e4-95... 69c4a5b1edb2 2026/06/15 8:58:15 AM	Signature: 

Distribution:	CDC
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REVISION CHART

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

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- 1 PREAMBLE**
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COMPANY			Baseline Risk Assessment					HAZARD IDENTIFICATION AND RISK ASSESSMENT									
COMPILED BY			Eric Nqampi														
DATE OF ASSESSMENT			17 January 2024														
SCOPE OF WORK			Repairs and Refurbishment of Seatide Combined School														
REVIEW DATE			Everyone (1) Year or After Reportable Incident or Change in Scope of Work.														
Probability Index	5	Almost certain to inevitable	Severity index injury /disease	5	Fatal	Severity index (Production)	5	No production for at least 12 months	Severity index due to Environment	5	Permane nt effects	Severity index (Financial impact)	5	Greater than R500 000.00	Frequency index	5	Hazards permanently present
	4	Probable		4	Permanently disabling injury		4	Loss of 1 month or more		4	Long term > 2 years		4	R100 000. 00 – R499 999,00		4	Hazards arises every week
	3	Improbable		3	Likely to be absent for more than 14 days		3	Loss of 1 week in production		3	Medium – 6 months to 12 months		3	R10 000.00 – R99 999.00		3	Hazards arises every month
	2	Less than even a chance		2	Medical recovery within 14 days		2	Loss of 1 day in production		2	Short term 1 day to six (6) months		2	R1 000.00 – R9 999.00		2	Hazards arises every year
	1	Highly improbable		1	First aid only		1	Loss of half day in production		1	Insignifica nt effect		1	R0 – R999.00		1	Hazards arises every five (5) years
	0	Not probable		0	Near misses		0	No loss of time but		0	No aspect or impact		0	No cost involved		0	No hazards exist

	PRIORITY OF ACTION				ACTION TO BE TAKEN
	Risk Value	A	75 – 100%	Immediate	Training, Safe Work Practice, Method Statements & detailed action plans
		B	60 – 74%	Within 1 week	Training, Safe Work Practice, Method Statements & detailed action plans
		C	45 – 59%	Within 1 month	Training, Safe Work Practice, Method Statements & detailed action plans and registers
		D	30 – 44%	Within 6 months	Training and Safe Operating Procedures
		E	15 – 29%	Within 12 months	Training
		F	0 – 14%	As reasonable	Training

Ref No.	Sequence of Activity in Action	Hazards (Safety, Health and environment)	Risk rating E (L + C)				Control Measure	Control Effectiveness Rating	
			Exposure (E)	Likelihood (L)	Consequence (C)	Risk Rating		Control Type	Control effectiveness rating
1.	Location, exposing. and protection of known and unknown existing services	Tele communication lines, underground Water and sewage. Overhead and underground power lines and	3	3	5	24	To obtain relevant drawings. • Prepare a risk assessment, safe work procedures and or method statement. • Locate and identify existing services. • Expose and safeguard services. • Competent supervision and adequate pre task Training required. • Supervisors must use as built drawings to locate existing services.	Administrative	Satisfactory

		any other Services. Possible damage to property e.g. water line or electrical supply which could also Lead to disruption of municipal services.					• All excavations open overnight / non-working days to be barricaded or fenced at least 1 meter in height. • Limit the length of open excavations by implementing methods statement that reduces the exposure to danger.		
2.	Site Establishment	Damage to Construction equipment, Vehicles, heavy lifting equipment etc. Damage to overhead electrical or Telecommunication lines. Damage to property of client.	2	3	4	14	• The principal contractor will be required to develop and submit prior to commencement of work a risk assessment, health and safety plan, the method statements, and all relevant supporting documentation to ensure that all overall activities are properly planned. • When using lifting equipment and cranes to assist with site establishment, ensure that all relevant risk assessments and method statements are conducted & employees are briefed on the risks involved. • Use competent employees to fulfil functions during the activities. • Ensure that sites are suitably and sufficiently fence off	Administrative	Satisfactory

		Construction vehicles crashes with site personnel causing injuries and fatal accidents.					and provided with controlled access points to prevent the entry of unauthorized persons.		
3.	Hazardous Chemical Substances	Exposure to various Hazardous Chemical Substances	4	2	3	20	- Formal risk-based selection and acceptance process to be implemented for all new and modified light vehicles and mobile equipment (before the vehicle or equipment is used on site). - Before any employee is allowed to use HCS, they must be provided with training, warned about possible hazards as per MSDS. Correct and relevant PPE should be issued and wearied to mitigate any possible risk. - Preventative maintenance programme to be implemented for all mobile equipment and light vehicles to minimise emissions. - Pre – use inspections to be carried out by drivers / operators. Use of PPE instances where all has been implemented and there is still significant level of risk.	Administrative and the use of PPE	Good
		Cement mix and concrete splashes into the eyes of the	2	4	3	14	Ensure employees are provided with PPE	PPE	Good

		employees, leading to eye injuries.							
4.	Electricity	Electrical shock due to contact with live electrical wire	3	5	3	24	• Develop detailed method statement and ensure that it is implemented. • Exclusion zones to be created with rigid barriers and warning signs • No machine to be operated in an area where any part of machine or equipment can make • Contact with electrical wire. • All persons to be provided with training in the hazards associated with live electrical wire. • Provide employees with relevant PPE	Administrative and PPE	Satisfactory
		Electrical shock or electrocution due to the use of unsafe electrical equipment (including generators)	3	5	3	24	• Electrical equipment to be inspected by an authorised operator or user on a daily basis prior to use. • Details of these inspections to be recorded in a register which will be kept on site at all times.	Administrative	Satisfactory
		Electrical shock or electrocution due to contact with live overhead power lines	3	5	3	24	• Truck operator's needs to be mindful of overhead electrical wires. Before any mobile equipment is mobilised to a work site, an assessment should be carried out in order to clearly identify any overhead power lines.	Administrative	Satisfactory

5.	Excavation	The caving – in of the soil especially if the soil is not cohesive. Inadequate shoring or bracing of excavation works leading to the sliding of ground resulting in death or injury.	3	4	7	84	• Geotechnical report indicates that there is a risk of high-water table. • The soil is not cohesive and that increases the risk of caving – in of the material. • All excavation work to be properly planned taking site-specific conditions and hazards into consideration. • Excavation sides to be suitably battered, benched, or shored in accordance with the recommendations made by Principal Agent and CHSA. Caution needs to be applied, for example, the excavated soil should not be stockpiled on the edge of the trench. Heavy construction vehicles should not be allowed to drive on the edges of the trench. The trench should be inspected after the rain to ensure that it is still safe and before people are allowed to work on it even if there was no rain. Trenches should not be open far too long; the Principal Contractor must ensure that the trenches are closed as soon as they are inspected by the Engineer and being deemed fit for purpose.	Administrative	satisfactory
		Excavations conducted without supervision of competent person leading to injury to people and damage to					• All excavations are to be created in the presence of competent excavation supervisor and inspected thoroughly. Registers of said inspections to be kept in recordkeeping schedule.	Administrative	Good

		property.							
		Presence of overhanging rocks or poor soil condition resulting in the collapsing of walls and falling objects resulting in injury to people.	4	5	6	44	- Excavations must be sloped to the maximum angle of repose. - Rocks, boulders, and loose material must be placed at least 1m from the edge of the excavations. Regular inspections need to be conducted by competent excavation supervisor.	Engineering and Administrative	Good
		The unsafe use of material and equipment when conducting excavation work leading to injury to workers because of overcrowding.	3	5	6	33	The placement of employees should be limited to the size and accessibility of the working area involved.	Administrative	Good
		Inadequate barricading of excavations, unauthorized access to excavations	3	5	6	33	Highly visible barricade, hoarding and physical barriers need to be established around deep excavations to impede personnel from falling off the edges. Visible signage to be installed around these working zones for awareness.	Engineering, Administrative and PPE	Good

		leading to occupational injuries.							
		Flooding due to excessive volumes of water seeping into open excavations	4	5	6	44	Temporary water diversion Berm at an altitude/ level above the working zone, must be created around the open excavations to redirect excess water flowing towards open excavations. If heavy rains lead to the excavations being water-logged, water pumps should be provided to extract the excess water from the excavations.	Engineering	Good
6.	Ladder: to gain access to deep excavations	Falling from the ladder leading to injuries	3	3	3	18	- Must be erected by a qualified person - Principal contractor to appoint such qualified person and must ensure that no worker uses a scaffolding that is not approved for use by a competent person. - Provide personal protective equipment	Administrative	good
7.	Concrete Mixing using manual labour and mechanical means	Noise, dust and slippery surfaces	3	3	5	24	- The contractor to ensure that workers are informed about the risks associated with their activities. - Contractor to use appropriate PPE.	Engineering and administrative	good

8.	Concrete pouring using mechanical means	Falling objects Slippery surfaces Concrete coming to contact with skin. Splashes of concrete entering eye.	3	3	5	24	- Induct employees on safe work procedure. - Provide correct PPE and ensure that they wear the PPE	Engineering and administrative	good
9.	Erecting working platforms	Poor manual handling leading to sprains, strains, and fractures.	4	3	5	32	- Train employees on good lifting techniques - Introduce the lifting machinery to avoid accidents to employees	Administrative	good

10.	Moving bricks and blocks for employees	Poor terrain Incorrect type of trolley to lift bricks and blocks. Repetitive lifting of bricks and blocks. Increased load of new modular bricks and blocks.	4	3	5	32	• Train employees on good lifting techniques • Introduce the lifting machinery to avoid accidents to employees	Administrative	good
11.	Drilling and grinding	Flying particles that can cause asthma	4	3	5	32	• Machine guard to be fitted and ensure that the machine is working properly. • Inspection and pre-checks to be conducted before using any driven machine.	Engineering and administrative	Satisfactory
12.	Welding	Fumes that can cause asthma	2	4	5	18	Provide personal protective equipment, ensure that the area is ventilated if the operation is taking place in-house.	Administrative and PPE	satisfactory
13.	Working in enclosed areas or confined space or deep excavations	Falls, injuries and fatalities may happen due to caving – in of the trench. Lack of oxygen. Damage to property such	3	3	5	24	The construction plant and vehicles should not be allowed to drive too close to the edges of the trench. The construction plant must at least drive 2m away from the trench. Material must not be stockpile on the edges of the trench, because the force exerted on the sides of the trench might cause the trench to collapse. Employees must get permits to work in an enclosed area.	Administrative Engineering solution	good

		as water and sewer lines.							
14.	Improper stacking and storage	Material falls due to improper stacking causing injuries to persons, heavy concrete pipes rolling if stacked incorrectly causing damage to property and injuries to persons on site.	3	4	4	24	Stacking should be supervised by competent person. Best stacking practices should be applied. Training for those responsible for discharging this duty should be provided.	Administrative	good
15.	Loading and offloading	Back injuries	3	3	6	27	Train employees on safe lifting techniques, reduce the weight of items to be lifted and use the mechanical to lift heavy items.	Administrative	satisfactory
16.	Working with ladders	Falling	4	4	4	32	Ladders are to be inspected before commencement of work, ladders are to be securely fixed tied down below and above. Workers to be trained for safe use of ladders.	Administrative	good

17.	Pouring blinding using ready mix truck	Ready mix truck too close to the edges of the excavation, risk of truck toppling into the excavation and compromising the strength of the excavation.	2	3	5	16	Operators to be trained about the hazards associated with driving the truck too close from the edges of the excavation. Excavations to be barricaded and signage's to be erected.	Administrative and Engineering solution	good
18.	Use of Cranes to lift and off load heavy objects	Crane falling over or accidentally releasing the load	3	4	5	27	Operator and Risk Assessor to inspect the ground conditions. Crane to stand on the firm ground, safe work procedure to be communicated with crane operator. Strong winds to be observed with caution and the decision be taken on whether it is safe to use the crane or not.	Administrative	Satisfactory
19.	Working on adverse weather conditions	Thunder and lightning causing injuries and fatalities	3	4	5	27	Employees should not be allowed to work on severe weather conditions, especially working with steel and corrugated iron. Work should be halted as soon as the weather changes and the rain start falling. Exposure to excessive heat/hot weather conditions should be prohibited.	Administrative	Satisfactory
20.	Compaction with mechanical equipment. Use of jack hammers.	Vibration which may lead to muscular skeleton injuries, low back disorder	2	5	4	18	Regular intervals to be taken and rotation of employees to reduce exposure to danger.	Administrative and Engineering	Satisfactory

21.	Mechanical Machinery	Noise will be generated by construction plant which will lead to noise induced hearing loss	2	2	3	10	Principal Contractor to provide PPE (Ear Protection). Workers should be rotated to reduce exposure. Noise must be measured and if found to be more than 85 decibels, the contractor must provide means to mitigate the impact.	Engineering and administrative	Satisfactory
22.	Movement of construction plant will generate dust	Inhalation of dust leading to chest problems like asthma.	3	3	4	21	The Principal Contractor must ensure that the dust generation is suppressed by means of watering the area. Provide the PPE such as Dust mask to mitigate the impact. Medical surveillance must be conducted before the commencement of the project and after the project.	Engineering and administrative control	Good
23.	Microbiological bacterium	Exposure to bacterium hazards associated with portable chemical toilets and ablution facilities.	2	2	5	14	Units to be serviced regularly. Units to be inspected and cleaned daily. Water and soap to be provided to enable employee's to wash their hands, Hygiene practice.	Administrative	Good

24.	Environmental pollution	Spillage of chemicals polluting the soil. Release of excessive smoke polluting the air.	2	3	4	14	The principal contractor must put the pan under the vehicles whenever there is leak. All pollution incidents must be reported to relevant authorities.	Administrative	Good
25.	Lime	Possible stabilisation agent in subbase layer. Can cause respiratory illnesses.	2	2	3	10	Provide PPE to mitigate the impact.	PPE	Effective
26.	Construction Vehicles trying to access public road from site.	Speeding vehicles may crash/collide with construction vehicles.	4	5	5	40	Provide signage that indicates that there are construction vehicles turning on that vicinity so that the motorists may reduce their speed when passing that point.	Engineering and administrative measures.	Satisfactory

27.	Thermal heat	Working at extreme weather conditions can lead to heat stroke, dehydration, and fatigue	2	2	5	14	Adequate water supply, ensure workers are medically fit for the type of activity that they may be exposed to.	Administrative	Satisfactory
28.	Stacking and storage	Stacking and storage of storm water pipes on site could prove problematic and if rolled down hills could cause severe damage.	4	2	4	24	Adequate supervision will be needed. The Principal Contractor is advised to take the terrain factor into consideration when stacking and storage of heavy pipes is done.	Administrative and Engineering solutions	Satisfactory
29.	Accessing trenches/Conduits	Collapse of trench, falling objects leading to serious injuries or even a fatality.	3	3	5	24	Support / Bench / batter the excavation to avoid caving – in of the material. Assess the properties on the material ideally Geotechnical reports. Materials must not be placed or stacked near the edge of the trench. All trenches to have safe barricade when left open for a period of time.	Engineering solution	Satisfactory
30.	Sloping ground	Falling / rolling objects injuring persons and causing damage to property	4	4	3	28	Maintain good housekeeping, remove trip hazards keep site tidy.	Administrative	Satisfactory

31.	Overhead and underground power cables	Electrocution which can cause injury to persons or even fatality.	4	4	3	28	• Determine the location of underground services. • If underground power cables are located in the vicinity, exercise extreme cautions while excavating. • Communicate with relevant stakeholders such as Eskom, and the relevant Department from the Local Municipality.	Engineering, Administrative	Good
32.	Mistakes in operation by employees and operators	Lack of training leads to mistakes, use of equipment incorrectly	4	5	4	36	• All employees on site to be properly inducted. • Competent supervision to be provided on site.	Administrative	Good

33.	Interface with school personnel	Mixing up of school personnel with construction activities due to poor hoarding / screens and barricaded. Poor communication between school personnel and Principal Contractor. PC not coming up with clear plan of suppressing dust generation.	4	5	4	36	• Hoarding must be erected to separate school personnel from construction activities. • Barricading must be installed around excavations. • Good working relationship must exist between school personnel and management of the Principal Contractor so that decanting can take place in harmony.	Engineering and administrative controls	Good
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34.	Housekeeping	Housekeeping not being maintained daily. Generated waste, scrap and debris not removed from site at reasonably appropriate intervals. Construction areas near build up areas not sufficiently hoarded.	4	3	4	28	- Housekeeping to be maintained daily. - Hoarding must be maintained daily and must be kept up to standard.	Administrative	Good
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35.	Working at elevated position / heights	Falling objects. Employees not hooking safety harness to anchor points. Employees working at heights not having necessary competency to work at heights.	4	5	5	40	• Employees working at heights must have certificates of competence. • Anchor points must be certified by a competent person before they can be used. • Fall arrest or restraints to be inspected by competent person before use. • Tools to be secured while working at heights to prevent falling from heights.	Engineering and administration	Good
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36.	Fall protection	Employees not working according to approved fall protection plan. Employees not trained on fall protection plan. Lack of supervision to ensure that workers are implementing the approved fall protection plan.	4	5	5	40	• Fall Protection plan to be communicated among all employees by means of induction training and toolbox talks. • Employees to have the necessary competency in order to qualify to work at heights. • Fall protection plan to be updated throughout the project lifespan. • Fall protection plan to address all site-specific conditions.	Engineering and administration	Good
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37.	Temporary works	Temporary works not designed by competent Engineer. Temporary works not being signed off by appointed temporary works designer. Temporary works erected by incompetent erectors. PC not working according to temporary works design. Temporary works not designed, inspected, and approved by competent person as per	4,5	5	5	45	• Must be designed, inspected, and approved by competent person. • Must be inspected daily. • Detailed drawings must be readily available for all temporary works.	Engineering and Administration	Good
Risk Assessment	CR12.			Page 22 of 37			Rev.0 05/11/2025		

38.	Edge barricading/protection	No solid edge barricading installed on all open edges of buildings / excavations where the risk of falling exist. Edge protection not secured into position to serve the purpose. Edge protection means not inspected daily by competent person	3	4	5	27	• PC must devise plans to ensure that edges are protected so as to safeguard the safety of employees. • Must be inspected daily by competent person.	Engineering and administration	Good
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39.	Scaffolding – erecting and dismantling	Scaffolding not being erected according to SANS 10085 Standards. Scaffolding erected by untrained scaffolding erectors. No scaffolding inspector to inspect scaffolding. No sole boards installed underneath scaffolding. No sign on scaffolding indicating safe / unsafe for use.	4	4	5	36	• Must be designed and inspected by competent person. • Must be inspected daily by a competent person. • Must have detailed designs available upon request. • Must be erected by a trained employee. • Must be signed off as safe for use / unsafe for use.	Engineering and administratio	Good
Risk Assessment		No design available for special scaffolding.		Page 24 of 37 Internal Use			Rev.0 05/11/2025	n	

40.	Roof structure installation	Falling from elevated position. Roof structure not secured properly and if sufficient temporary bracing is not in place, structure may fail. Tools falling from elevated working platform.	4	5	5	40	- Employees must be trained on safe working procedures. - Work must be executed under supervision. - Work must be executed in line with task specific risk assessments to ensure safety of employees. - Employees must be medically fit to work at heights and must be trained at fall risk work.	Engineering and administration	Good
41.	Operating/movement of heavy machines.	Collisions leading to serious injury and/or fatality.	4	5	5	40	- Only competent and properly trained workers must be allowed to operate machines. - Workers need to be in possession of valid medical certificates of fitness. - Daily pre-inspections to be conducted on all equipment and machinery, and all deviations recorder and reported accordingly. - Trained flag persons to be used when plants are in operation.	Administrative	Good
42.	Painting	Use of broken	3	4	3	21	All hand tools e.g., rollers and paint brushes must be	Administrative	Good

		and unsafe rollers and paintbrushes may lead to cuts, bruises, and other injuries					inspected for splinters and if they are broken, they must be disposed of.	e	
		The excessive inhalation of paint fumes, leading to respiratory complications.	3	4	3	21	- Adequate PPE must be provided to alleviate exposure to fumes and noxious gases. - Employees to adhere to all MSDS requirements.	Administrative	Good
		Incorrect disposal, and unsolicited spillage of paint leading to environmental pollution.	3	4	4	24	- All cleaning of paint brushes to be conducted in controlled manner. - No paint spills to be spilled into drains/stormwater channels.	Administrative	Good
43.	Elevated Tanks	Material not stacked/loaded and tied down properly onto the transporting vehicle leading to damage to	4	5	4	36	- Material and equipment to be stacked and loaded properly onto transportation vehicles, tied down correctly to minimize movement, and falling off the edges. - No passengers are to be loaded in an unauthorized manner or position in the transportation vehicle. - All moving of material must be supervised by a	Administrative	Good

		property, machinery, and injuries to persons because of it falling off.					competent person.		
		Unsafe handling techniques used in the process of offloading heavy material and equipment leading to back injuries, persons being hit by falling objects and overall damage to property and equipment.	4	5	4	36	Appropriate equipment and manual handling techniques must be always used to prevent unforeseen injuries.	Administrative	Good
		Contacting live overhead electrical cables during the installation of an elevated tank which may lead	4	5	6	44	- Adequate preventative measures must be put in place to prevent/avoid contacting live electrical cables during the installation of elevated tanks. - A holistic task-specific risk assessment must be conducted prior to the commencement of activities, covering all the necessary hazards attributed to the task, which must subsequently be communicated to	Administrative	Satisfactory

		to fatality.					all personnel involved. • Competent supervision must be implemented throughout the inception of activities.		
44.	Office Ergonomics	Fixed or un-adjustable workstation and furniture setup; Contact Stress; Insufficient rest breaks; Static or sustained postures; Temperature (hot or cold); Substandard lighting; Poor layout/housekeeping; Body Mass Index (BMI), age, activity exposure history and sex of the employee can also have a negative and pose as a risk.	2	5	4	35	• Desk height range: 72-74cm. Height adjustable desk should be implemented if viable. • Chair height range: 40-55cm, however this should be adjusted to your knee height. • Seat pan length range: 40-50cm, this should be adjustable to accommodate your leg length. • Seat pan width range: >45cm, ensure the chair is wide enough to accommodate you. • Monitor height to be positioned 15-20° below the horizontal eye-level. • Monitor distance to be greater than 60cm, about an arm's length away. • Back rest height: 50-68cm, should be adjustable to your needs. • Within 25cm from the edge of the desk. • Desk depth: >75cm, should be sufficient space for your work. • Armrest height range: 12-22cm	Administrative	Good
45.	Physical Demands	Bending; Lifting	3	5	4	37	Human Component	Administrative	Good

		heavy items; Reaching for items to be lifted or handled; Reaching overhead					- Employee age-related factors are not contributing to the risk of this task. - Employee exposure history poses a high risk to this task. Implement employee rotation and review work-rest ratios. - Employee BMI is not contributing to the risk of this task.	e	
		Divided attention task; Unfamiliar task; Poorly designed tools; Lack of PPE or poorly designed or maintained PPE; and Lack of task variability	3	4	4	24	Task Components - Task time poses minimal risk. - Reach poses a high risk, reduce reach or re-design the task. The greater the reach the higher the compressional forces are in the back. Keep loads as close to the body as possible. - Vertical displacement poses minimal risk. - Horizontal displacement poses a high risk, implement a trolley or lifting device. Wherever possible reduce the need to carry loads. - Frequency poses minimal risk. - Working heart rate poses minimal risk. - Load poses a moderate risk, reduce the load wherever practicable. - Static holding poses minimal risk. - Twisting poses a moderate risk, design twisting out of the task. - Provide handles for the load. Appropriate handles help reduce the force required to hold and lift the load. If	Administrative	Good

							possible, provide mechanical aids. • There is no kneeling or crouching risk for this task. • Temperature poses a human safety risk and may reduce performance.		
46.	Work-Related Upper Limb Disorder (Ergonomic)	Static or Sustained Postures; Repetitive motions	2	4	4	24	Human Component: • Employee age-related factors pose a moderate risk to this task. • Employee exposure history poses a high risk to this task. Implement employee rotation and review work-rest ratios. • Employee BMI is not contributing to the risk of this task.	Administrative	Good
		Vibrations: Complex task; Excessive workpace and/or duration	1	4	4	8	Task Components: • Task time poses minimal risk. • Load poses a moderate risk, reduce the load wherever possible. • Repetition poses minimal risk. • Forceful movement poses minimal risk. • Reach poses minimal risk. • Static posture poses minimal risk. • Awkward posture poses minimal risk. • Contact stress poses minimal risk. • Vibration poses minimal, implement employee discomfort scale. • Temperature must be regulated, provide hydration for employees.	Administrative	Good

47.	Push / Pull Ergonomics	Forceful Exertions	2	4	3	14	Human Component: - Employee age-related factors are not contributing to the risk of this task. - Employee exposure history poses a minimal risk to this task. - Employee BMI is not contributing to the risk of this task.	Administrative	Good
		Push / Pull heavy loads	2	5	3	19	Task Components: - Task time poses a moderate risk, implement employee rotation schedules. - One can reduce sustained forces, from mechanisation to more suitable carts. Engineering controls and employee education are required. - Frequency per shift is high, consider mechanizing the task. Engineering controls and employee education are recommended. - Distance the load is moved poses a high risk. Consider mechanizing the trolley. Engineering controls is required. - The working surface is appropriate for trolley pushing and pulling. - Handle height poses a moderate risk, implement vertical handles if possible. - Working heart rate poses minimal risk. - Load poses a high risk, reduce load or mechanize the trolley. Engineering controls is required.	Administrative	Good

							• Aisle width poses minimal risk. • No twisting risk. • Temperature poses a human safety risk and may reduce performance.		
48.	Demolition of dilapidated structures.	Falls from height	2	3	4	14	• Assess, eliminate, and control the risks of falls from height. • Job Safety Analysis must be conducted before the commencement of demolition work. • The information received from engineering survey must be used to curb any possibility of risk.	Engineering and administrative	Good
		Uncontrolled collapse	4	5	5	40	• A possibility of a building falling over people is highly possible. Exposure must be reduced to people who should be in the demolition area. • The demolition area must be secured so that only authorised persons are in that vicinity. • Work to be supervised by competent persons	Engineering and administrative	Good
		Dust inhalation	3	3	2	15	• Dust suppression measures to be used to reduce impact of dust generated during demolition. • Watering of the area is normally used to suppress dust generation.	Engineering and administrative	Good
		Use of Jackhammer	2	2	2	8	• Vibration and noise are associated with use of jack hammers. • Exposure to danger relating to vibration can be used by rotating employees who use jack hammer to demolish the structure. • Provide employees with necessary PPE (earplugs)	Engineering and administrative	Good

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C3.5 CONTRACTOR'S REPORT

CONTRACTOR MONTHLY REPORT

Project No: CDC/199/26

**Project Name: Storm Damage Repairs
and Renovations at Seatides
Combined School in Pinetown District**

KWAZULU-NATAL

Contract No:

Contractor's Name:

Claim No.: For Period Ending:

Date of Report:

The Contractor's Monthly Report comprises an integral part of the Contractor's Payment Claim and processing of the payment claim is not permitted without this report also being submitted, i.e.

"NO REPORT – NO PAYMENT"

Attachments:

- | | |
|--------|--|
| Part 2 | Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project |
| Part 3 | Weekly Task Wage Register |
| Part 4 | Local Labour Schedule |

OVERALL PROJECT WORKER SCHEDULE (local labourers only) PART 2

Contract No: CDC/199/26

Project No. PN/DoE-KZN/26/000207

Project Name: **PROJECT NAME: STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT**

Month of Report:

Sheet: 1 of ...1....

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker				Total No. of workers Employed on the Project	
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men			
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D		
Totals for this sheet																			Total No. of workers Employed on the Project
Totals from previous sheet																			
Totals carried forward																			

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L+M)

Completed by: Name: Signature:..... Capacity Date:.....

Sheet:...1.. of 1.....

Completed by: Name: Signature: Capacity: Date:

Completed by: Name: Signature: Capacity: Date:

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: CDC/199/26

Date of Report:

Project Name: PROJECT NAME: STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT

For Period Ending:

Contractor Name:

1. Summary of Day Tasks Worked and Amount Spent on Local Labour this Month

Week No.	Week Ending		Total Day Tasks / Person Days Worked	Total Amount Paid	
			(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)	
1					
2					
3					
4					
5					
6					
7					
8					
9					
Total					

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to Date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3) = (1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2		
1. Total No. of individual local workers who have worked on the Project (Column N)		100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)		
11. How many of the Total No. are local women (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		
3. Material from Outside the Kwa-Zulu Natal Province		
4. Material from other areas within the Kwa-Zulu Natal Province.		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying			
	Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

Completed by:
Name Signature Capacity Date

C3.5.1 ANNEXURE B1 - JOB FORECAST SCHEDULE

ANNEXURE “B1”

JOB FORECAST SCHEDULE

CONTRACT No. CDC/199/26 - STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT

DATE: _____

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	
			Pedestrian Roller Operator	
			Piling Auger Machine Operator	
		Checker	Checker	
		Chainman	Chainman	

Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local)
Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	
			Fence Erector	
			Guard Rail Erector	
		Operator Grade III	Concrete Mixer Operator	
			Batch Plant Operator	
			Concrete Dumper Operator	
			Concrete Pump Operator	
			Tower Crane Operator	
			General Premix Roller Operator	
			Milling Machine Operator	
			Paver Operator	
			Excavator Operator	
			Front End Loader Operator	
			TLB Operator	
			Dozer Operator	
			Grader Operator (general)	
			Guniting Nozzle person	
		Driver Grade II	Motorcycle Driver	
			Tractor Driver	

			Light Motor Vehicle Driver	
			Driver Operator	
			Heavy Duty Driver (rigid)	
			Extra Heavy Duty Driver (rigid)	
		Site Support	Material Tester	
		Building Skills	Semi-Skilled	
			Light Motor vehicle driver	
			Hoist Operator	
			Driver (Code 9)	

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

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

This schedule must include the estimated Jobs to be provided on the Project by all on-site Sub-contractors (inclusive of SMME's)

C3.5.2 ANNEXURE B2 - JOB WAGE SCHEDULE

STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-NATAL

Contract No. CDC/199/26

BUILDING INUDSTRY JOB & WAGE SCHEDULE

Task Grade	Job Title	Minimum Basic Wage Rate (Per Hour)
Construction Worker Grade E	General Worker	
Construction Worker Grade D	Semi-skilled Construction Worker Hoist Operator	
	Driver (code 8) Driver (code 9)	
Construction Worker Grade C	Artisan / Journeyman’s Assistant Driver (code 10) Crane Operator Machine Minder and Sawyer Mechanical Handling Equipment Driver	
Construction Worker Grade B	Artisan / Journeyman	
Construction Worker Grade A	Artisan / Journeyman with minimum N2	

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

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

(Refer Socio-Economic specification L1.4)

C3.5.3 JOB FORECAST SCHEDULE

ANNEXURE “B1”

JOB FORECAST SCHEDULE

CONTRACT No. CDC/199/26 – STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT

DATE: _____

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	
			Pedestrian Roller Operator	
			Piling Auger Machine Operator	

		Checker	Checker	
		Chainman	Chainman	
Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local
Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	
			Fence Erector	
			Guard Rail Erector	
		Operator Grade III	Concrete Mixer Operator	
			Batch Plant Operator	
			Concrete Dumper Operator	
			Concrete Pump Operator	
			Tower Crane Operator	
			General Premix Roller Operator	
			Milling Machine Operator	
			Paver Operator	
			Excavator Operator	
			Front End Loader Operator	
			TLB Operator	
			Dozer Operator	

			Grader Operator (general)	
			Gunitite Nozzle person	
		Driver Grade II	Motorcycle Driver	
			Tractor Driver	
			Light Motor Vehicle Driver	
			Driver Operator	
			Heavy Duty Driver (rigid)	
			Extra Heavy Duty Driver (rigid)	
		Site Support	Material Tester	
		Building Skills	Semi-Skilled	
			Light Motor vehicle driver	
			Hoist Operator	
			Driver (Code 9)	

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local
Semi-skilled	Other (specify)	Other (specify)	Other (specify)	
Skilled	Task Grade E	Construction Hand Grade 1	Shutter hand Grade I	
			Reinforcing Hand Grade I	
			Pipe layer Grade I	
			Kerb layer Grade I	
			Civil Construction Bricklayer Grade I	
		Operator Grade II	Mobile Crane Operator	
			Screed Operator	
			Scraper Operator	
		Driver Grade I	Heavy Duty Driver (articulated)	
			Extra Heavy Duty Driver (articulated)	
		Site Support	Assistant surveyor	
		Building skills	Journeyman's assistant	

			Heavy Duty driver (Code 10)	
			Crane Operator	
			Machine Minder and Sawyer	
			Mechanical Handling Equipment Driver	
		Electrical Construction	Electrical Construction Operator	

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

This schedule must include the estimated Jobs to be provided on the Project by all on-site Sub-contractors (inclusive of SMME’s)

C3.5.4 WAGE RATES

ANNEXURE “B3”

CONTRACT No. CDC/199/26 – STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-NATAL

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

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	
			Pedestrian Roller Operator	

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			Piling Auger Machine Operator	
		Checker	Checker	
		Chainman	Chainman	
Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	
Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	

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		Operator Grade III	Fence Erector	
			Guard Rail Erector	
			Concrete Mixer Operator	
			Batch Plant Operator	
			Concrete Dumper Operator	
			Concrete Pump Operator	
			Tower Crane Operator	
			General Premix Roller Operator	
			Milling Machine Operator	
			Paver Operator	
			Excavator Operator	
Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
			Front End Loader Operator	
			TLB Operator	
			Dozer Operator	
			Grader Operator (general)	
			Guniting Nozzle person	
		Driver Grade II	Motorcycle Driver	
			Tractor Driver	
			Light Motor Vehicle Driver	
			Driver Operator	
			Heavy Duty Driver (rigid)	
			Extra Heavy Duty Driver (rigid)	
		Site Support	Material Tester	

		Building Skills	Semi-Skilled	
			Light Motor vehicle driver	
			Hoist Operator	
			Driver (Code 9)	

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Semi-skilled	Other (specify)	Other (specify)	Other (specify)	

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Wage Rates

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

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

The wage rates herein above shall be increased annually in accordance with the Socio-Economic specifications provision.

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Wage Rates

C3.6 SOCIAL AND ECONOMIC DELIVERABLES

C3.6 SOCIAL AND ECONOMIC DELIVERABLES

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

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

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

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

C3.6.1 Specification Data

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

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

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

L1.1: Labour Risk Assessment

L1.2: Employment

L1.3: Recruitment

L1.4: Wages

L1.5: Inductions

L1.6: Employment Contracts

L1.7: Labour mobilisation and demobilisation

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

Deliverable L3: Employment of the Community Liaison Officer;

Deliverable L4: Provide work opportunities for designated persons;

L4.1: Candidate Professionals

Deliverable L5: HIV/AIDS Awareness – the Contractor shall be responsible for promoting HIV/AIDS Awareness on site;

Deliverable L6: Health and Safety Awareness - the Contractor shall be responsible for promoting Health and Safety on site;

Deliverable L7: The Contractor shall ensure achievement of socio-economic deliverables and compliance to the established labour management protocols on the whole project (inclusive of all sub-contractors), for the full duration of the project;

Deliverable L8: Community participation;

Deliverable L9: On-site communication structures

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

**STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-
NATAL
CONTRACT No. CDC/199/26**

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

L1.1 LABOUR RISK ASSESSMENT:

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

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

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

L1.2 EMPLOYMENT:

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

The Contractor is required to provide the anticipated numbers of additional labour required per job title, to be utilised on the construction project. This submission, in the form of the Job Forecast Schedule (**Refer Annexure "B1"**) as provided herewith is a returnable to be included in the tender response. This submission must be inclusive of the total projected additional labour requirements of all on-site sub-contractors and on-site service providers.

**STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-
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CONTRACT No. CDC/199/26**

L1.3 RECRUITMENT:

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

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

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

In the event the 70% target is not being achieved at any point of the construction duration, and / or the required local skills are claimed by the Contractor not to be available in Target Areas 1 & 2, the Contractor must motivate its assertion, also describing its recruitment efforts, prior to identifying individual labour from Target Area 3 for placement on the Project.

Target Areas:

- **Target Area 1** Tongaat Area in eThekweni Metropolitan Municipality;
- **Target Area 2** eThekweni Metropolitan Municipality,
- **Target Area 3** KwaZulu-Natal Province.

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

L1.4 WAGES:

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

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The rate of pay for General Worker (Task Grade 1) should not be less than the market related rate paid in the area, yet may not be less than the prevailing general National Minimum Wage (i.e. not the expanded public works programme rate). The current National Minimum Wage is **R30.23** per ordinary hour worked.

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

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

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

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

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

L1.5 INDUCTIONS:

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

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

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

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

L1.6 EMPLOYMENT CONTRACTS:

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

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

L1.7 LABOUR MOBILISATION & DEMOBILISATION:

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

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

L2.1 EMPLOYMENT RELATIONS CO-ORDINATION

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

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

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Deliverable L3: Employment of the Community Liaison Officer

L3.1 Community Liaison Officer Appointment:

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

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

The CLO shall receive a basic rate of pay not less than **R 8 500.00** per month. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. are excluded from this amount.

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

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

Deliverable L 4: Provide work opportunities for designated persons

L4.1 CANDIDATE PROFESSIONAL:

Within one month of contract award, the Contractor shall employ **one (01) student intern** for the construction period. The selection and placement of these appropriate candidates shall be in line with the Target Areas identified above.

The Candidate should be from any of the recommended groups detailed here below:

- Building Management;
- Quantity Surveyor;

**STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-
NATAL
CONTRACT No. CDC/199/26**

- Health & Safety Officer;
- Civil/structural engineering

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

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

The designated persons must be placed on site and will be paid a monthly stipend of **R8 500.00** per month by the Contractor. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. are excluded from this amount.

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

Deliverable L5: Promote HIV/AIDS Awareness on site

L5.1 HIV/AIDS Awareness Training:

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

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

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

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

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CONTRACT No. CDC/199/26**

Deliverable L6: Promote Health and Safety Awareness on site

L6.1 Health and Safety Awareness Training:

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

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

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

All Health and Safety awareness training shall be recorded on the Ncedo Labour Management.

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

Deliverable L7: The contractor shall ensure achievement of Socio-economic deliverables and compliance to the established labour management protocols on the whole project, for the full duration of the project;

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

L7.1 COMPLIANCE AUDITING AND NON-ACHIEVEMENT:

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

In the event of the Contractor (inclusive of all sub-contractors) not complying with the socio-economic specifications after the 1-month period stated herein above, or failing to maintain the required labour management protocol thereafter, then a punitive penalty will be applied to the Contractor for each

**STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINETOWN DISTRICT, KWAZULU-
NATAL
CONTRACT No. CDC/199/26**

working day that the non-compliance is still in existence. This punitive penalty shall equate to 20% of the amount prescribed per day for late project completion.

Deliverable L8: Community participation

L8.1 COMMUNITY ENGAGEMENT OBLIGATION

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

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

The Contractor shall tender accordingly.

Deliverable L9: On-Site communication structures

L9.1 ON-SITE COMMUNICATION

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

The Contractor shall tender accordingly.

C3.7 PERFORMANCE REPORT

SUPPLIERS PERFORMANCE EVALUATION FORM

PROJECT NUMBER	PN/DoE-KZN/26/000207	
CONTRACT NUMBER	CDC/199/26	
PROJECT NAME	Storm Damage Repairs and Renovations at Seatides Combined School in Pinetown District, Kwazulu-Natal	
SERVICE PROVIDER		
PROJECT MANAGER		
PROJECT VALUE		
PROJECT DURATION AND START DATE		
REVIEW PERIOD	FROM:	TO:
EVALUATION DATE		

EARNED VALUE MANAGEMENT	
COST VARIANCE (CV)	
SCHEDULE VARIANCE (SV)	
COST PERFORMANCE INDEX (CPI)	
SCHEDULE PERFORMANCE INDEX (SPI)	

Measures of Performance

Evaluation Indicators			Final Score	EXCELLENT 5	VERY GOOD 4	GOOD 3	POOR 2	UNSATISFACTORY 1
Quality Compliance				SP delivered an excellent final product which exceeded the client's expectations, met with all contractual requirements without exceeding the project schedule or the project cost. SP provided value engineering capability during the project reducing or maintaining original cost estimates whilst still maintaining high standards of product quality	SP not only complied with all the client's requirements and specification as defined in the contract documentation and drawings, he/ she also added value by either reducing cost and not delaying schedule commitment whilst achieving quality requirements	SP complied with the client's requirements and met all specifications as indicated in the contract documents	SP failed to comply with at least 50% of quality requirements as set out in the contract documents and or drawings	SP did not deliver to the client's requirements. No attempt was made to meet the quality requirements.
Cost	TARGET	ACTUAL		SP managed to expedite expenditure and is 20% ahead of projected cashflow and not compromising quality criteria.	SP managed to expedite expenditure and is 10% ahead if projected cashflow whilst still maintaining client and project requirements.	SP expenditure is as per the agreed cashflow.	SP delayed execution of the contract and has spent 15% below the target cashflow	SP delayed execution of the contract and has spent 25% below the target cashflow

Schedule Adherence	<u>TARGET</u>	<u>ACTUAL</u>		SP delivered the project or work packages ahead of the scheduled delivery date by more than 15% of the planned project duration, delivering to the full scope of the project.	SP managed to complete the project or work packages ahead of the planned completion date by reducing project duration with 10% of planned time.	SP achieved original schedule date.	SP underestimated project activities and ultimately project duration resulting in a project delay by more than 15% of the project duration.	SP poor management of the project resulted in the project being delayed by a period longer than 20% of the project duration initially agreed at the conclusion of the contract.
SME Participation	<u>TARGET</u>	<u>ACTUAL</u>		SP made extensive use of SME in the course of the project exceeding project requirements achieving 40% SME participation.	SP made a significant contribution to the development of SMME's during the duration of the project with 38% SME participation.	SP achieved the 35% SME participation requirements as defined in the contract documentation.	SP who does not meet initial SMME contribution requirements as set out in the contract documentation achieved 30% SME participation.	Achieved 25% SME participation.
No of Jobs created	<u>TARGET</u>	<u>ACTUAL</u>		SP created more jobs than contracted by 15% or more	SP created more jobs than initially contracted by 10%.	SP created the number of jobs as defined in the contract document.	SP who does not meet the requirement for job in the contract, achieved 10% less.	Achieved 15% less.
No of Interns	<u>TARGET</u>	<u>ACTUAL</u>		SP employed an increased number of interns above what was agreed initially by 15% or greater	SP employed an increased number of interns above what was agreed initially by 10%	SP employed the agreed number of interns.	Achieved 10% less.	Achieved 15% less.
S.H.E				SP at all times during the project displayed a pro-active approach taking a leading role with regard to S.H.E requirements and maintains a one step ahead approach to ensure the project is managed in a manner that does not expose the project and client and cause delays.	SP not only met all the S.H.E requirements in the contract documents but ensured that any gaps encountered in S.H.E requirements were closed to reduce any negative exposure to the client.	SP was in full compliance with all the S.H.E requirements of the project.	SP sometimes complies with S.H.E requirements as defined in the contract documents and statutory and regulatory requirements. Exposing the project to undue risk and negatively affecting the project quality, cost and schedule.	SP scarcely achieve set S.H.E requirements.
FINAL SCORE**				SCORE > 35 EXCELLENT	SCORE > 28 VERY GOOD	SCORE > 20 GOOD	SCORE < 20 POOR	

**These areas could be weighted and a final score achieved based on CDC priorities

SP that obtains a score of less than 18 is regarded as a poor performer therefore not recommended for further appointment.

Project Manager's Comments: <i>(PM to define challenges experienced or positive comments)</i>	
---	--

Signatures: Project Manager:_____ Date:_____

C3.8 PLANNING SPECIFICATION FOR CONTRACTORS



Planning Document:

**Planning Specifications For
Contractors.**

Report Nº

CDC-CG-SPC-001-17

01 November 2017

DOCUMENT INFORMATION SHEET

Title of Document : *Planning Specifications for Contractors*
Type of Document : *Planning Document*
Report Number : *CDC-CG-SPC-001-17*
Prepared by : *Duaine Moroney*
Typed by : *Duaine Moroney*
Business Unit : *IDZ Infrastructure Programme (IIP)*
Prepared for : *CDC*
Date of Issue : *01 November 2017*

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DOCUMENT CONTROL SHEET

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

PROJECT NAME : *CDC Planning Specifications*

DOCUMENT TITLE : *Planning Specifications for Contractors*

DOCUMENT No. : *CDC-CG-SPC-001-17*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 13 October 2017	Name: Duaine Moroney	Name: Hennie van der Kolf	Name: Maria van Zyl
	Signature:	Signature:	Signature:

Distribution:	CDC
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REVISION CHART

REVISION 1	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:
Distribution:			

REVISION 2	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:

REVISION 3	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:

This document, and the information or advice which it contains, is provided by the Centre of Excellence Business Unit solely for the use by the Coega Development Corporation (Pty) Ltd and for reliance by its Executive Management and the Board in performance of that Business Unit's duties.

Basis Of Schedule (Planning Document)

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1. CIDB Grading 1-3

1.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

1.2 General

1.2.1 The Contractor shall comply with the requirements of this Attachment.

1.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

1.2.2.1 Standard Schedule Layout

1.3 Planning and Construction Programme

1.3.1 Submission

1.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

1.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the tender documents. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native (soft copy) file format.

1.3.2 Activities

1.3.2.1 The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

1.3.2.2 Be an activity of work, not a piece of equipment;

1.3.2.3 Be readily measurable for progress;

1.3.2.4 Express the logical progression of the work;

1.3.2.5 Be suitable for critical path and dependency networking;

- 1.3.2.6 Be continuous from start to finish;
- 1.3.2.7 Generally be of a single “trade” or work content;
- 1.3.2.8 The sum total of all activities shall equate the work under the Contract.

1.3.3 Logic and Sequencing

The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

- 1.3.3.1 Duration of each activity;
- 1.3.3.2 Early start, early finish and total float of each activity;
- 1.3.3.3 Activities that lie on the critical path(s) as determined by the network;
- 1.3.3.4 Precedence relationships (logic) between activities;
- 1.3.3.5 Dates for submissions to the Employer of documents requiring review;
- 1.3.3.6 Subcontractor tendering, award and mobilisation processes;
- 1.3.3.7 Activities to be completed by others which may affect the timely completion of the Works including;
- 1.3.3.8 Issue of information, materials or equipment for use or incorporation in work;
- 1.3.3.9 Activities, dependent upon any other contractor engaged by the Employer; or
- 1.3.3.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 1.3.3.11 Tie in activities to existing services and utilities;
- 1.3.3.12 Statutory approval dates;
- 1.3.3.13 Date for access to the Site;
- 1.3.3.14 Date for access to follow-on contractors;
- 1.3.3.15 Date for Key Events and Milestones;
- 1.3.3.16 Date for Practical Completion of the Works or each Separable Portion;
- 1.3.3.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

1.3.3.20 Off Site and on Site activities shall be clear and identifiable;

1.3.3.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

1.3.4 Equipment allocation

1.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

1.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

1.3.5 Construction Programme Commodities

1.3.5.1 The Construction Programme site activities shall be loaded with applicable commodity quantities.

1.3.5.2 The Employer utilises the following commodities;

1.3.5.2.1 Concrete (m³)

1.3.5.2.2 Mechanical Equipment (t)

1.3.5.2.3 Platework (t)

1.3.5.2.4 Structural Steel (t)

1.3.5.2.5 Pipework (m) & Diameter Inch's (Inch)

1.3.5.2.6 Electrical and Communication Cables (m)

1.3.5.2.7 Electrical & Instrumentation Terminations (Qty)

1.3.6 Approval of Construction Programme

1.3.6.1 The Contractor shall submit the proposed baseline Construction Programme including a native (soft copy) copy of the programme.

1.3.6.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

1.3.7 Revisions to the Construction Programme

1.3.7.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

1.3.7.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

1.3.7.3 A variation is issued which affects the Construction Programme;

-
- 1.3.7.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
- 1.3.7.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
- 1.3.7.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 1.3.7.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 1.3.7.8 Demonstrating that the deviation does not constitute a delay; or
- 1.3.7.9 Providing a course of action to remedy the deviation.
- 1.3.7.10 The revised Construction Programme shall clearly indicate the following:
- 1.3.7.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 1.3.7.12 The revision number and date of issue of the revised Construction Programme.
- 1.3.7.13 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 1.3.7.14 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.
- 1.3.7.15 Supplementary Schedules and Programmes
- The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

1.3.8 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

1.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

1.4.1 Progress Reporting

- 1.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 1.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 1.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 1.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 1.4.1.3 Deviations from the 'baseline' Construction Programme will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 1.4.1.4 Overall Schedule.

1.4.2 Progress Monitoring and Corrective Action

- 1.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 1.4.2.1.1 Percentage complete;
 - 1.4.2.1.2 Forecast completion date;
 - 1.4.2.1.3 Deviations from the baseline programme; and
 - 1.4.2.1.4 Actions required remedying any deviations.
- 1.4.2.2 Progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative.

1.4.3 Monthly Status Report (Planning Aspects Only)

- 1.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 1.4.3.2 The report shall include but not be limited too:
 - 1.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

-
- 1.4.3.2.2 Progress against the approved Construction Programme;
 - 1.4.3.2.3 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 1.4.3.2.4 Status of approvals;
 - 1.4.3.2.5 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 1.4.3.2.6 Summary of work activities planned for the following period;
 - 1.4.3.2.7 Cash flow status versus the original forecast and;
 - 1.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

2. CIDB Grading 4-6

2.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

2.2 General

- 2.2.1 The Contractor shall comply with the requirements of this Attachment.
- 2.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:
 - 2.2.2.1 Standard Schedule Layout
 - 2.2.2.2 S-Curve

2.3 Planning and Construction Programme

2.3.1 Submission

- 2.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.
- 2.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.
- 2.3.1.3 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

 - 2.3.1.4 Be an activity of work, not a piece of equipment;
 - 2.3.1.5 Be readily measurable for progress;
 - 2.3.1.6 Express the logical progression of the work;

- 2.3.1.7 Be suitable for critical path and dependency networking;
- 2.3.1.8 Be continuous from start to finish;
- 2.3.1.9 Generally be of a single “trade” or work content;
- 2.3.1.10 Be fully resourced; and
- 2.3.1.11 The sum total of all activities shall equate the work under the Contract.

2.3.2 Logic and Sequencing

- 2.2.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 2.3.2.1 Duration of each activity;
 - 2.3.2.2 Early start, early finish and total float of each activity;
 - 2.3.2.3 Activities that lie on the critical path(s) as determined by the network;
 - 2.3.2.4 Precedence relationships (logic) between activities;
 - 2.3.2.5 Dates for submissions to the Employer of documents requiring review;
 - 2.3.2.6 Subcontractor tendering, award and mobilisation processes;
 - 2.3.2.7 Activities to be completed by others which may affect the timely completion of the Works including;
 - 2.3.2.8 Issue of information, materials or equipment for use or incorporation in work;
 - 2.3.2.9 Activities, dependent upon any other contractor engaged by the Employer; or
 - 2.3.2.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
 - 2.3.2.11 Tie in activities to existing services and utilities;
 - 2.3.2.12 Statutory approval dates;
 - 2.3.2.13 Date for access to the Site;
 - 2.3.2.14 Date for access to follow-on contractors;
 - 2.3.2.15 Date for Key Events and Milestones;
 - 2.3.2.16 Date for Practical Completion of the Works or each Separable Portion;
 - 2.3.2.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities
 - 2.3.2.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities

- 2.3.2.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 2.3.2.20 Off Site and on Site activities shall be clear and identifiable;
- 2.3.2.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

2.3.3 Man-hour allocation

- 2.3.3.1 Scheduled Direct Labour Hours – Per Activity.

For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

- 2.3.3.2 Direct Labour Hours – Total.

The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

- 2.3.3.3 Direct Labour Workforce Histogram

The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

2.3.4 Equipment allocation

- 2.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities
- 2.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

2.3.5 Contractor ‘S-Curve’

- 2.3.5.1 The Contractor shall submit progress S-Curves for the overall Contract
- 2.3.5.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.
- 2.3.5.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 2.3.5.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the monetary value of the phase.
- 2.3.5.5 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

2.3.6 Construction Programme Commodities

The Construction Programme site activities shall be loaded with applicable commodity quantities. Offsite fabrication of structural steel, plate work and spooling of pipework shall also be reported.

2.3.6.1 The Employer utilises the following commodities;

2.3.6.1.1 Concrete (m³)

2.3.6.1.2 Mechanical Equipment (t)

2.3.6.1.3 Plate work (t)

2.3.6.1.4 Structural Steel (t)

2.3.6.1.5 Pipework (m) & Diameter Inch's (Inch)

2.3.6.1.6 Electrical and Communication Cables (m)

2.3.6.1.7 Electrical & Instrumentation Terminations (Qty)

2.3.6.2 Commodity Curves shall be presented in the same format as the S-Curves.

2.3.7 Approval of Construction Programme

2.3.7.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

2.3.7.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

2.3.8 Revisions to the Construction Programme

2.3.8.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

2.3.8.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

2.3.8.3 A variation is issued which affects the Construction Programme;

2.3.8.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

2.3.8.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

-
- 2.3.8.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 2.3.8.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 2.3.8.8 Demonstrating that the deviation does not constitute a delay; or
- 2.3.8.9 Providing a course of action to remedy the deviation.
- 2.3.8.10 The revised Construction Programme shall clearly indicate the following:
- 2.3.8.10.1 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 2.3.8.10.2 The revision number and date of issue of the revised Construction Programme.
- 2.3.8.11 The revised Construction Programme shall be accompanied by a revised S-Curve
- 2.3.8.12 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 2.3.8.13 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

2.3.9 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

2.3.10 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

2.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

2.4.1 Progress Reporting

- 2.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 2.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 2.4.1.2.1 The Construction Programme “baseline” activity bar.
 - 2.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 2.4.1.3 The progress ‘S-Curves’;
- 2.4.1.4 Deviations from the ‘baseline’ Construction Programme together with the ‘S-Curves’ will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 2.4.1.5 Overall Schedule.
- 2.4.1.6 2 week look ahead Schedule.

2.4.2 Progress Monitoring and Corrective Action

- 2.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 2.4.2.1.1 Percentage complete;
 - 2.4.2.1.2 Forecast completion date;
 - 2.4.2.1.3 Deviations from the baseline programme; and
 - 2.4.2.1.4 Actions required remedying any deviations.
- 2.4.2.2 Weekly progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer’s Representative. The Contractor’s Weekly Progress Report will be used as the discussion tool for the weekly progress meeting.

2.4.3 Monthly Status Report (Planning Aspects Only)

- 2.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 2.4.3.2 The report shall include but not be limited too:
- 2.4.3.3 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

-
- 2.4.3.4 Progress against the approved Construction Programme;
 - 2.4.3.5 Summary of progress achieved during the period using progress 'S-Curves';
 - 2.4.3.6 List of milestones achieved during the period;
 - 2.4.3.7 Status of design, procurement, off-site works, and construction;
 - 2.4.3.8 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 2.4.3.9 Status of approvals;
 - 2.4.3.10 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 2.4.3.11 Summary of work activities planned for the following period;
 - 2.4.3.12 Cash flow status versus the original forecast;
 - 2.4.3.13 The Progress Report shall be submitted for review prior to the monthly progress meetings.

3. CIDB Grading 7-9

3.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system.

3.2 General

- 3.2.1 The Contractor shall comply with the requirements of this Attachment.
- 3.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:
- 3.2.3 Standard Schedule Layout
- 3.2.4 S-Curve

3.3 Planning and Construction Programme

3.3.1 Submission

- 3.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.
- 3.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

3.3.2 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

- 3.3.2.1 Be at level 4;
- 3.3.2.2 Be an activity of work, not a piece of equipment;
- 3.3.2.3 Be readily measurable for progress;
- 3.3.2.4 Express the logical progression of the work;

- 3.3.2.5 Be suitable for critical path and dependency networking;
- 3.3.2.6 Be continuous from start to finish;
- 3.3.2.7 Be located in a single geographical area;
- 3.3.2.8 Generally be of a single “trade” or work content;
- 3.3.2.9 Be compatible with quality assurance plans;
- 3.3.2.10 Be fully resourced; and
- 3.3.2.11 Be capable of producing commodity based reports
- 3.3.2.12 The sum total of all activities shall equate the work under the Contract.

3.3.3 Logic and Sequencing

- 3.3.3.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 3.3.3.1.1 Duration of each activity;
 - 3.3.3.1.2 Early start, early finish and total float of each activity;
 - 3.3.3.1.3 Activities that lie on the critical path(s) as determined by the network;
 - 3.3.3.1.4 Precedence relationships (logic) between activities;
 - 3.3.3.1.5 Subcontractor tendering, award and mobilisation processes;
 - 3.3.3.1.6 Activities to be completed by others which may affect the timely completion of the Works including;
 - 3.3.3.1.7 Activities, dependent upon any other contractor engaged by the Employer; or
 - 3.3.3.1.8 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 3.3.3.2 Tie in activities to existing services and utilities;
- 3.3.3.3 Statutory approval dates;
- 3.3.3.4 Date for access to the Site;
- 3.3.3.5 Date for access to follow-on contractors;
- 3.3.3.6 Date for Key Events and Milestones;
- 3.3.3.7 Date for Practical Completion of the Works or each Separable Portion;
- 3.3.3.8 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities;

- 3.3.3.9 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 3.3.3.10 Off Site and on Site activities shall be clear and identifiable;
- 3.3.3.11 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

3.3.4 Construction Programme Resources

- 3.3.4.1 The Contractor shall submit histograms showing the direct labour required to complete the work under the Contract based on the approved Construction Programme.
- 3.3.4.2 The histograms shall be prepared from the schedule.
- 3.3.4.3 Equipment requirements / utilisation bar charts shall be submitted to the Employer for all Site plant and mobile equipment required to complete the work under the Contract.

3.3.5 Man-hour allocation

- 3.3.5.1 Scheduled Direct Labour Hours – Per Activity.
- 3.3.5.2 For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.
- 3.3.5.3 Direct Labour Hours – Total.
- 3.3.5.4 The total of the direct labour hours per week shall be calculated after activities have been resource levelled.
- 3.3.5.5 Direct Labour Workforce Histogram
- 3.3.5.6 The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

3.3.6 Equipment allocation

- 3.3.6.1 Special tools and mobile equipment shall be assigned to their respective activities
- 3.3.6.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

3.3.7 Contractor 'S-Curve'

- 3.3.7.1 The Contractor shall submit progress S-Curves for the overall Contract and each of the phases of the Contract.
- 3.3.7.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

- 3.3.7.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 3.3.7.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the dollar value of the phase.
- 3.3.7.5 All S-Curves shall be developed using the 'Earned Value Method'. This method applies a weighted value (WV) to all measurable components of the Works.
- 3.3.7.6 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

3.3.8 Construction Programme Commodities

- 3.3.8.1 The Construction Programme site activities shall be loaded with applicable commodity quantities. Commodity curves shall be produced for forecast installation and actual installation quantities from this data. Offsite fabrication of structural steel, platework and spooling of pipework shall also be reported.
- 3.3.8.2 The Employer utilises the following commodities;
 - 3.3.8.2.1 Concrete (m³)
 - 3.3.8.2.2 Mechanical Equipment (t)
 - 3.3.8.2.3 Plate work (t)
 - 3.3.8.2.4 Structural Steel (t)
 - 3.3.8.2.5 Pipework (m) & Diameter Inch's (Inch)
 - 3.3.8.2.6 Electrical and Communication Cables (m)
 - 3.3.8.2.7 Electrical & Instrumentation Terminations (Qty)
- 3.3.8.3 Commodity Curves shall be presented in the same format as the S-Curves.

3.3.9 Approval of Construction Programme

- 3.3.9.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.
- 3.3.9.2 Provided the Construction Programme is in accordance with this Attachment 10, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

3.3.10 Revisions to the Construction Programme

- 3.3.10.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

-
- 3.3.10.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;
 - 3.3.10.3 A variation is issued which affects the Construction Programme;
 - 3.3.10.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
 - 3.3.10.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
 - 3.3.10.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
 - 3.3.10.7 The Contractor shall address identified deviations from the Construction Programme by either:
 - 3.3.10.8 Demonstrating that the deviation does not constitute a delay; or
 - 3.3.10.9 Providing a course of action to remedy the deviation.
 - 3.3.10.10 The revised Construction Programme shall clearly indicate the following:
 - 3.3.10.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
 - 3.3.10.12 The revision number and date of issue of the revised Construction Programme.
 - 3.3.10.13 The revised Construction Programme shall be accompanied by a revised manning histogram and S-Curve with an additional data line called 'reforecast planned progress'.
 - 3.3.10.14 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
 - 3.3.10.15 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

3.3.11 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

3.3.12 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

3.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

3.4.1 Progress Reporting

- 3.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 3.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 3.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 3.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 3.4.1.3 The progress 'S-Curves';
- 3.4.1.4 Direct Manning Histograms;
- 3.4.1.5 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 3.4.1.6 Overall Schedule.
- 3.4.1.7 2 week look ahead Schedule.

3.4.2 Progress Monitoring and Corrective Action

- 3.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 3.4.2.1.1 Percentage complete;
 - 3.4.2.1.2 Forecast completion date;
 - 3.4.2.1.3 Manning histograms showing actual and forecast versus baseline figures;

-
- 3.4.2.1.4 Deviations from the baseline programme; and
 - 3.4.2.1.5 Actions required remedying any deviations.
 - 3.4.2.2 Progress reviews shall be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Progress Report will be used as the discussion tool for the progress meeting.

3.4.3 Monthly Status Report (Planning Aspects Only)

- 3.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 3.4.3.2 The report shall include but not be limited too:
 - 3.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.
 - 3.4.3.2.2 Progress against the approved Construction Programme;
 - 3.4.3.2.3 Summary of progress achieved during the period using progress 'S-Curves' for each of the PCS elements;
 - 3.4.3.2.4 List of milestones achieved during the period;
 - 3.4.3.2.5 Status of construction;
 - 3.4.3.2.6 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 3.4.3.2.7 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 3.4.3.2.8 Summary of work activities planned for the following period;
 - 3.4.3.2.9 Cash flow status versus the original forecast;
- 3.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

**C3.9.1 CIDB Standard for Indirect Targeting for Enterprise
Development (February 2013)**



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Vol. 572

Pretoria, 25 February
Februarie 2013

No. 36190

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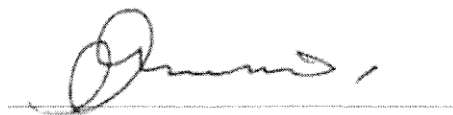
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BOARD NOTICE 21 OF 2013**Construction Industry Development Board****Standard for Indirect Targeting for Enterprise
Development through Construction Works Contracts
29 January 2013**

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts establishes a key performance indicator in the form of a contract participation goal (CPG) relating to the engagement of targeted enterprises on a contract for the provision of construction works coupled to the enterprise development.



Bafana Ndendwa

Chairperson: Construction Industry Development Board

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts

(29 January 2013)



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Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts

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Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts

Foreword

The cidb Act (Act 38 of 2000) requires that the Board must establish a *Best Practice Project Assessment Scheme* based on the best practices identified by the Board. All construction contracts above a prescribed tender value will then be subject to an assessment of compliance with best practice standards and guidelines published by the Board.

The aim of this best practice *Standard for Indirect Targeting for Enterprise Development* is to promote enterprise development by providing for a minimum contract participation goal (CPG) of 5% of the total project value on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

Private and public sector employees are encouraged to adopt this Standard. However, notwithstanding this, it is the cidb's intent that in terms of the cidb Act and as prescribed by the Minister of Public Works, this Standard will become a mandatory requirement on public sector contracts.

Furthermore, it is the cidb's intent to increase the minimum CPG of 5% to at least 10% over a three year period. This incremental phasing-in of the CPG will provide clients and contractors the time required to gain experience with this Standard, and to introduce the necessary changes into the nature and structure of construction contracts to accommodate a CPG of 10% or higher.

This cidb *Standard for Indirect Targeting for Enterprise Development* is aligned to the enterprise development components within the construction sector Codes of Practice for Broad Based Black Economic Empowerment.

1 Scope

This standard establishes a key performance indicator in the form of a contract participation goal (CPG) relating to the engagement of targeted enterprises on a contract for the provision of construction works coupled to the enterprise development.

This standard sets out the methods by which the key performance indicator is measured, quantified and verified in the performance of the contract.

2 Terms and Definitions

For the purposes of this document, the following definitions apply:

black people: natural person who are African, Coloured, Indian or Chinese and who are a citizen of the Republic of South Africa:

- a) by birth or decent; or
- b) naturalisation occurring before the commencement date of the constitution of the Republic of South Africa Act of 1993 or occurring after the commencement date of such Act, but who, without the Apartheid policy would have qualified for naturalisation before then.

class of construction works: the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

Construction Industry Development Board (CIDB): the board established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

construction works: the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling or demolition of a fixed asset including building and engineering infrastructure.

contract amount: financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor.

contract participation goal (CPG): the value of goods, services and works for which the contractor contracts targeted enterprises exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount.

contractor: person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract.

developed enterprise: an enterprise which:

- a) in the case of a single enterprise operating as the main contractor, must be registered in a CIDB Grade 7 or higher in the General Building (GB) or Civil Engineering (CE) Classes of Works, and must be accountable for providing the enterprise development support; or
- b) in the case of a JV agreement, at least one JV partner must be registered in a CIDB Grade 7 or higher in the General Building (GB) or Civil Engineering (CE) Classes of Works, and must be accountable for providing the enterprise development support.

employer: person or organization entering into the contract with the contractor for the provision of goods, services, or engineering and construction works.

employer's representative: person authorized to represent the employer and named as such in the contract data.

fifty percent black owned: an enterprise in which black people:

- c) hold more than 50% of the voting rights that are not subject to any limitation; and
- d) hold more than 50% of the economic interest.

joint venture: grouping of two or more contractors acting as one legal entity, where each is liable for the actions of the other.

main contractor: contractor who contracts with the employer for the provision of construction works, and who may subcontract part of this contract.

practical completion: the state of completion at the end of construction required in terms of the contract.

NOTE Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in a construction works contract occur when:

- a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
- b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works has substantially been reached and can be used for the purpose intended.
- c) GCC 2010: "Practical Completion" means the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding
- d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended
- e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract
- f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

targeted enterprise: an enterprise which:

- a) is a contractor registered with the Construction Industry Development Board acting in the capacity of a sub-contractor or JV partner; and
- b) the contractor does not have an equity holding exceeding 20% in the enterprise, either directly or through a flow through calculation in accordance with the Construction Sector Code of Good Practice published in General Notice 862 of 2009 in Government Gazette No 32305 of 2009 in terms of the Board Based Black Economic Empowerment Act of 2003 (Act 53 of 2003); and
- c) employs at least three permanent employees other than the owner; and
- d) be registered in terms of the Company's Act of 2008 (Act No. 71 of 2008) or Close Corporation Act of 1984 (Act No. 69 of 1984);
- e) is 50% or more black owned or 30% or more black women owned; and
- f) has entered into a written relationship agreement of co-operation and assistance with the developed enterprise for the duration of the contract.

thirty percent black woman owned: an enterprise in which black people who are women:

- a) hold more than 30% of the voting rights that are not subject to any limitation; and
- b) hold more than 30% of the economic interest.

3 Requirements

3.1 Contract Participation Goal (CPG)

3.1.1 The requirements of a contract participation goal applies only to:

- a) construction works contracts in the General Building (GB) and to Civil Engineering (CE) classes of construction works;
- b) construction works contracts of an estimated minimum project duration of 6 months; and
- c) construction works contracts in which at least 25% of the main contract could reasonably be expected to be sub-contracted out in one or more of the following CIDB classes of construction works:
 - 1) Civil Engineering (CE);
 - 2) Electrical Engineering Work (EB);
 - 3) General Building Works (GB); or
 - 4) Mechanical Engineering (ME).

3.1.2 The contractor shall engage targeted enterprises in the performance of the contract to the extent that at least a five percent (5%) contract participation goal is achieved.

3.1.3 Each targeted enterprise shall complete the targeted enterprise declaration affidavit contained in Annex A and attach to the applicable written relationship agreement of co-operation and assistance.

3.1.4 Credits towards the contract participation goal will be denied in respect of the participation of a targeted enterprise should any of the provisions relating to 3.2 not be satisfied.

3.2 Enterprise Development Support

3.2.1 The contractor shall perform a needs analysis on all targeted enterprises and provide internal mentorship which improves the targeted enterprise's performance in at least two developmental areas. Such developmental areas should be guided by the requirements of the cidb *Best Practice Contractor Recognition Scheme*^{1,2} as well as the NCDP exit requirements for accreditation of contractors³, and may include but are not limited to:

¹ cidb (2011). *cidb Best Practice Contractor Recognition Scheme; Requirements and Guidelines for Contractor Competence Assessment* (Draft). Construction Industry Development Board, <http://www.cidb.org.za>

- a) management and labour skills transfer;
- b) establishment of administrative systems;
- c) establishment of cost control systems;
- d) establishment of construction management systems and plans (health and safety, quality and environmental);
- e) planning, tendering and programming skills transfer;
- f) business skills transfer with emphasis on entrepreneurial and negotiation skills;
- g) technical skills transfer with emphasis on innovation;
- h) legal compliance;
- i) procurement skills transfer;
- j) establish credit rating/history;
- k) establish financial loan capacity/history; and/or
- l) contractual knowledge transfer.

3.2.2 The needs analysis shall be mutually agreed upon between the contractor and the targeted enterprise.

3.2.3 The contractor shall appoint an enterprise development co-ordinator. The enterprise development co-ordinator shall:

- a) develop a project specific enterprise development plan to improve the targeted enterprise's performance in the identified developmental areas which allocate resources and monitors progress in relation to improved performance; and
- b) submit to the employer's representative a monthly enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprise's performance in the development area, countersigned by the targeted enterprise.

3.3 Reports

3.3.1 Progress reports detailing interim values of the contract participation goal that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor.

3.3.2 The contractor shall submit a report in an acceptable format to the employer's representative for acceptance within 15 days of achieving practical completion.

3.3.3 The information contained in the report shall include not only the value of the contract participation goal that was certified in accordance with this standard but also the CIDB registration numbers of each and every targeted enterprise, and the value of the subcontracted works or the participation parameter of the joint venture entered into.

4 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract shall apply.

NOTE: The contract establishes the sanctions that apply and are usually in the form of financial penalties, typically formulated on the difference between the contracted contract participation goal and the contract participation goal achieved in the performance of the contract; the rejection of claims for payments as being incomplete should the appropriate supporting documentation not be provided; and the issuing of completion certificates only after the reports described in 3.2 are received.

² cidb (2011). *cidb Best Practice Contractor Recognition Scheme; Requirements and Guidelines for Construction Management Systems* (Draft). Construction Industry Development Board, <http://www.cidb.org.za>

³ cidb (2011). *Guidelines for Implementing Contractor Development Programmes*. Construction Industry Development Board, <http://www.cidb.org.za>

TARGETED ENTERPRISE DECLARATION To be completed for each targeted enterprise									
Section A: Employer Information									
cidb Employer Number:									
Employer Name:									
Section B: Contract Data									
cldb Contract Number:									
Contract Title:									
Date of Practical Completion:									
Estimated final value of contract (including VAT, variations and any price adjustment)									
R									
Section C: Main Contractor / JV Information									
cldb Contractor Registration									
Number of main / lead contractor									
Name of contractor / Joint Venture									
If the case of a JV;									
Name of developed enterprise (i):									
cldb Contractor Registration Number:									
Name of developed enterprise (ii):									
cldb Contractor Registration Number:									

6

Continued Over

Continued Over

Section H: Declaration, Targeted Enterprise Representative									
Name of Representative Title		Initials		Surname					
Designation									
ID / Passport									
e-mail									
Mobile									
Office Telephone									
I / we agree ☐ disagree ☐ with the Enterprise Development Co-ordinator's assessment of compliance with the Enterprise Development support provided									
I / we appeal the assessment by the Enterprise Development Co-ordinator ☐ Y ☐ N									
I, the undersigned warrant that: - I am duly authorised to submit this notice behalf of the Qualifying Developing Enterprise - The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct .									
Signature									
Date completed									

Section H: Declaration, Employer's Representative									
Name of Representative Title		Initials		Surname					
Designation									
ID / Passport									
e-mail									
Mobile									
Office Telephone									
I / we agree ☐ disagree ☐ with the Enterprise Development Co-ordinator's assessment of compliance with the Enterprise Development support provided									
I / we appeal the assessment by the Enterprise Development Co-ordinator ☐ Y ☐ N									
I, the undersigned warrant that: - I am duly authorised to submit this notice behalf of the Employer - The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.									
Signature									
Date completed									

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Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
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Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
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**C3.9.2 CIDB Standard for Developing Skills Through Infrastructure
Contracts (April 2023)**



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 694

28

April
April

2023

No. 48491



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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**GENERAL NOTICE 1779 OF 2023****Construction Industry Development Board****Standard for Developing Skills through
Infrastructure Contracts****31 MARCH 2023**

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- a) a part- or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard.

Mr Khulile Nzo

Chairperson: Construction Industry Development Board



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**economic
development**

Economic Development Department
REPUBLIC OF SOUTH AFRICA

Standard for developing skills through infrastructure contracts

(31 MARCH 2023)

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Version	Date	Comments
1.0	8 August 2013	
2.0	03 July 2020	
3.0	31 March 2023	

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Introduction

Procurement may be defined as the process which creates, manages and fulfils contracts. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement can have a significant impact on social and economic development, if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, design and build or engineering and construction works contracts associated with such expenditure. This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- a) a part- or full occupational qualification registered on the National Qualification Framework.
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goals and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to;

A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

- a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or
- b) a cidb grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.

Standard for developing skills through infrastructure contracts

1 Scope

This standard establishes a key performance indicator;

- a) in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:
 - (i) a part- or full occupational qualification registered on the National Qualification Framework; or
 - (ii) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or
 - (iii) a national diploma registered on the National Qualification Framework; or
 - (iv) registration in a professional category by a statutory council listed in Table 1.
- b) in the delivery, maintenance and operation of infrastructure through the performance of professional service, engineering and construction works, or design and build contracts or an order associated with such a contract and
- c) sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

allowance

amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

artisan

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate

a person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1

cidb

Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

class of construction works

the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004, as amended from time to time

contract amount

financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses

contract skills development credits

the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period

contract skills development goal (CSDG)

the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order, up to:

- a) completion, in the case of a professional service contract;
- b) the end of the service period, in the case of a service contract; and
- c) practical completion, in the case of an engineering and construction works contract

contractor

person or organization that contracts to provide professional services, goods and related services, or engineering and construction works

design and build contract

engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor

employed learner

a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner, albeit their employer remaining unchanged.

employer

person or organization entering into a contract with the contractor for the provision of professional services, goods and related services, engineering and construction works (commonly referred to as the client)

employer's representative

person authorized to represent the employer in terms of the contract

engineering and construction works contract

contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

expenses

costs incurred by the contractor in the performance of the contract or order, which are in terms of the contract recoverable from the employer

framework agreement

agreement between an employer and one or more contractors, the purpose of which is to establish the terms of the governing orders to be awarded during a given period, with regard to price and, where appropriate, the quantity envisaged

mentor

a qualified and experienced person, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification

occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)

order

the instruction to carry out construction works, services or professional services under a framework agreement

part qualification

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

practical completion

the state of completion at the end of construction required in terms of an engineering and construction works contract

NOTE: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in an engineering and construction works contract occurs when:

- a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
- b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works have been completed in accordance with the contract except for minor outstanding works and defects which will not substantially affect the use of the works for their intended purpose.
- c) GCC 2010: the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
- d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
- e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract.
- f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

professional category

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this standard

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

professional fees

financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses

professional service contract

contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

service contract

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

site

means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency (SDA)

an agency which performs some or all the functions set out in section 4.1.5.

statutory council

a council established as follows:

- South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);

- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
- g) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
- h) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
- i) South African Council for the Property Valuers Profession, established by the Property Valuers Profession Act (Act No. 47 of 2000)

structured mentorship

mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration

structured workplace learning

component of learning in an occupational qualification or work placement for a trade or professional designation whereby a learner is mentored by a suitably qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council

Sub-total

financial value of the all the items in the Bills of Quantities or Schedule of Rates or Pricing Schedule, excluding value added tax, allowances and expenses

supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Tender sum

the overall pricing figure proposed by a tendering contractor in accordance with the tender pricing document

unemployed learner

a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)

work integrated learning

the workplace learning component required by learners completing a national diploma or bachelor degree at a University of Technology or Comprehensive University

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25
CE or GB	Civil engineering or General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.50
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is $R65,7m \times 0.5\% = R328\ 500$.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

3.1.3 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
- b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annex B

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

- i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
- ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the contractor may pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii) The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Example 3: Training Target Calculation for a R65,7m GB contract

Sub-total	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,5% x R65 700 000
	R328 500

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 4: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 00	R246 00
Total	2			R338 000

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

3.3.3.1 No more than 45 hours may be claimed per week for any individual.

3.3.3.2 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied, should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) there be a failure to register all beneficiaries of the Standard with the cidb SDA;
- c) there be a failure to submit a copy of the final contract compliance training report, within 30 days of practical completion;
- d) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate;
 - 3) the required training plan for learners;
 - 4) the training reports covering a period;
 - 5) the required records, specified documents and signatures;
 - 6) the structured mentorship in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
 - 7) the structured workplace learning, in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and
- f) the contractor not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.
- g) the contractor claims credits for learners enrolled as beneficiaries on programme that is funded or subsidised from another source.
- h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment, when they have had sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall:

- a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged;

- b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and
- c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

- a) the name and contact details of the SDA, (where applicable)
- b) the skills mix and skills types achieved on the contract; and
- c) the names, Identity numbers and period of employment of each beneficiary.

4.1.3 The contractor shall keep records of the hours worked and registration particulars in compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA and the contractor may enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice, participating in the implementation of this standard, enabling such contractor to:

- a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) register learners with the appropriate Sector Education and Training Authority, established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
- d) liaise with the supervisor to monitor onsite training progress of learners;
- e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Supervision associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience.

The number of artisan learners supervised by a single supervisor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline and having a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall, within one month of commencing work directly related to the contract or order and in respect of each learner, submit to the employer's representative,

- a) a workplace training plan together with name of the learner's mentor and/or supervisor.
- b) proof of registration as a learner with the relevant SETA where applicable;
- c) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency for method 3 and method 4; and
- d) shall, within two weeks of updating and revising the workplace training plan, and at the end of the structured mentorship period, submit to the employer's representative;
 - (i) a quarterly progress report,
 - (ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.2.6 Learners shall, whenever a substantial activity or training period has been completed, be required by the supervisor to complete training reports required by the relevant qualifying authority.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards qualification.

4.3 Structured workplace learning for candidates

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate. If the contractor does not have an in-house mentor, the contractor shall enter into a mentoring agreement with the candidate and with an external company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor shall, where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards

assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall, in respect of each candidate and within one month of commencing work directly related to the contract or order, submit to the employer's representative,:

- a) a workplace training plan, together with name of the candidates' mentor and supervisor;
- b) proof of registration, as a candidate, with the relevant professional body or statutory council;
- c) a register of all beneficiaries of the Standard, enrolled with the cidb SDA;
- d) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council and
- e) shall, within two weeks of updating a workplace training plan and at the end of the structured mentorship period, submit to the employer's representative;
 - (i) quarterly progress reports,
 - (ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall, in the event of the contract ending, sign off all reports and logbooks to allow the candidate to move to other projects or employment.

5 Records

5.1 The contractor shall, in a timely manner and where a prescribed format is available, submit all the documentation required in terms of clause 4.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 To satisfy the contract skills development goal, the contractor shall upon termination of the opportunities provided, certify the quantum and nature of the opportunity and shall submit the certificate, counter-certified, issued by the relevant individual to the employer's representative, for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

- a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and
- b) the issuing of completion certificates only after the certificates described in clause 5 are received.

Annex A: Incorporating this standard in a procurement document

(Informative)

A1 General

A1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts

NOTE: Depending on the context and the form of contract adopted, the term contractor may be changed to "consultant" or "professional service provider" or "supplier" and the term "performance of the contract" may, where the scope of work forms part of an order, be replaced with "execution of an order",.

A1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities, in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified number of employees of the state is..... The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

A2 Sanctions

In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.

Annex B: Role and Function of Skills Development Agency

(Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractor provides direct employment to unemployed learners, or enrolls their own employees for CSDG compliance, the contractor shall register them with the cidb SDA.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 Career Management and Compliance Reporting

The contractor may enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) liaising with the supervisor to monitor onsite training progress of learners;
- d) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- e) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B2 Employment Intermediary

The cidb SDA may act as an employment intermediary for unemployed learners and may provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, etc.

In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

PART C4:
SITE INFORMATION

C4.1 Site Information

The Site Locality

The contract name for the project is **STORM DAMAGE REPAIRS AND RENOVATIONS AT SEATIDES COMBINED SCHOOL IN PINTOWN DISTRICT, KWAZULU-NATAL**

The defined working areas, entrances, site restrictions, etc. will be defined in detail at the Mandatory Briefing Session.

The site of the school is situated at **Seatides Combined School, on 51 Dolphin Avenue, Tongaat in eThekweni Metropolitan Municipality, KwaZulu-Natal. The Co-ordinates to the school are: (29°36'30.02"S and 31°09'06.55"E)**

Geotechnical Report

Geotechnical Report can be downloaded from the CDC website

Existing premises on site

Prospective Tenderers are to take cognizance of the fact that construction activities at Seatides Combined School will be conducted at the school that is fully functional.

Tenderers' attention is drawn to the following specific conditions and requirements:

- Dust Control;
- Noise suppression;
- Hoarding off of the work areas; and
- Health and Safety of all Student, Staff and General Public during construction.