



WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. WCNCB 02/05/2026

TENDER DOCUMENT

FOR

**TWEEDE TOL (PV) SOLAR SYSTEM
at Tweede Tol Campsite, Limietberg Nature Reserve**

March 2026

ISSUED FOR: (CLIENT)

Western Cape Nature Conservation Board

PGWC Shared Services Centre
Corner Bosduif & Volstruis Streets
Bridgetown
Gatesville
CAPE TOWN
7766

Tel: 087 087 9262

PREPARED BY: (CONSULTING ENGINEER)

Bühmann Engineering (Pty) Ltd

Unit 25, Muirfield House
Midpark Business Village
2 Greens Close
Parow
CAPE TOWN
7500

Tel: 021 930 4934

NAME OF TENDERER:

SUMMARY FOR TENDER OPENING PURPOSES (to be completed by Tenderer)

WESTERN CAPE NATURE CONSERVATION BOARD: TENDER NO. WCNCB 02/05/2026

..... **AT**

NAME OF TENDERER :

B-BBEE CONTRIBUTOR STATUS LEVEL:

CIDB CONTRACTOR GRADING :

TOTAL BROUGHT FORWARD FROM FORM OF OFFER C1.1 R

(INCLUSIVE OF VAT)

TIME FOR COMPLETION OFFERED :(months)

Details of contact person:

Name:

Telephone No: Fax no

Cellular:

E-mail Address:

Is Form of Offer signed by Tenderer and Witness?

SIGNATURE: Date:

(of person authorised to have signed the tender)

Note: In the event of conflict between the data provided in this summary and that given in the Form of Offer, C1.1, the latter shall prevail.

ISSUED FOR:

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Parow
CAPE TOWN
7500**

Tel: 021 930 4934

LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: The ***JBCC Minor Works Agreement (May 2018 Edition 5.2)*** prepared by the Joint Building Contracts Committee shall be the applicable building agreement and the ***JBCC General Preliminaries (May 2018 Edition 6.2)*** for use with the JBCC Minor Works Agreement Edition 5.1 shall be deemed to be incorporated in the agreement, amended as hereinafter described and which the Tenderer shall purchase himself.
- 2: The SANS Standardized Specification for Civil and Electrical Engineering Construction, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The Tender Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.
- 4: Drawings.

1 are available from the following organisations (as applicable):

- **JBCC, P O Box 3137, Houghton, 2041. Tel: 011 482 3102 Fax: 011 482 4299, email: info@jbcc.co.za**
- **ASAQS, P O Box 3527, Halfway House, 1685. Tel: 011 315 4140, email: info@asaqs.co.za**
- **ASAQS WC Chapter, P O Box 6003, Roggebaai, 8012. Tel: 021 424 7742, Fax: 021 424 6584, email: admin@talani.co.za**

2 are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, email: general@cesa.co.za**
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, email: civilinfo@saice.org.za**
- **SAFCEC**
- **South African Bureau of Standards**

Notes to Tenderer:

1. **3 above is issued at tender stage in electronic format (e-mail) and contains the following files:**

- **The full Tender Document in PDF format**
- **The returnable forms in word PDF format**
- **The pricing data in PDF and excel format**

At contract stage 3 above will be a bound signed paper copy containing the following documents:

- **Returnable schedules relevant to the project**
- **Agreements and Contract Data**
- **Pricing Data**
- **Scope of Work**
- **Site Information**

2. **SUBMISSION OF TENDER – Of the Contract Documents, only the following elements of 3 above need to be submitted in a neatly bound file and in the following order:**

- **Form of Offer**
- **All returnable schedules**
- **Completed Pricing Schedule**

(iv)

Information provided by a Tenderer over and above the above elements of 3 shall be treated as information only and will only be bound into the document if the Tenderer notes on *Form A10: Proposed Amendments and Qualifications by Tenderer* that the information has a bearing on the Tender price.

3. For alternative offers the Tenderer shall submit the following additional documentation, clearly marked as ALTERNATIVE, in a separate neatly bound file in the following order:

- Form of Offer copy from CD and state "Alternative Form of Offer"
- All returnable schedules applicable to alternative offer, as is appropriate
- Alternative Pricing Schedule
- Other relevant information.

Supplier Database Registration

All **prospective** Service Providers must be registered on:

- a) The Western Cape Supplier Database and;
- b) Central Supplier Database

All **prospective** Service Providers are invited to register as a supplier on the **Western Cape Supplier Database**. Enquiries regarding the registration process may be referred to Procurement Client Centre at the Western Cape Government Supplier Helpdesk on **021 833 5361** or wcseb@westerncape.gov.za.

All **prospective** Service Providers who are not registered on the **Central Supplier Database** are requested to self-register on <https://secure.csd.gov.za/>.

All Service Providers who are currently registered on the **Western Cape Supplier Database** are also invited to update their status by contacting the Western Cape Government Supplier Helpdesk on **021 833 5361** or wcseb@westerncape.gov.za.

WESTERN CAPE NATURE CONSERVATION BOARD

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FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg
Nature Reserve**

THE TENDER

PART T1 TENDERING PROCEDURES.....T1.1 – T1.15

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PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.2

T1.2 TENDER DATA T1.3 – T1.15

Annex C: Standard Conditions of Tender (as published in Government Gazette No 42622 of 8 August 2019) bound directly after Tender Data

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM** at **Tweede Tol Campsite, Limietberg Nature Reserve**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bührmann Consulting Engineers, on behalf of the WESTERN CAPE NATURE CONSERVATION BOARD, invites tenders for the **TWEEDE TOL (PV) SOLAR SYSTEM** at **Tweede Tol Campsite, Limietberg Nature Reserve**.

It is estimated that tenderers should have a CIDB contractor grading of **2EB or higher**

Please note that this tender will be evaluated in terms of functionality. The minimum threshold will be 70% of the 100 points awarded for functionality as specified on the Functionality Table included in Part T2.

Tenders will be evaluated using the 80/20 preference point system which awards points on the basis of 80 points for price and 20 points for their B-BBEE contribution level. Points will be awarded as specified on the Preference Points Claim Form included in Part T2.

Documents may be downloaded from: www.capenature.co.za

Queries relating to the issue of these documents may be addressed to: *Mr Satheesh Bissessur, Tel No: 021 930 4934, e-mail: satheesh@buhmannce.co.za*

A **COMPULSORY** briefing session will be held at Limietberg Nature Reserve on **Tuesday 9 June 2026**, at **11h00**.

Directions to the Nature Reserve:

From Cape Town: Take the Klappmuts/ Wellington turn-off on N1. Turn left and drive for 20km until you get into Wellington. At the third set of traffic lights, turn left into Piet Retief Street and then right at the next set of traffic lights into Church Street. This will lead you into Bainskloof Pass towards Worcester. Tweede Tol will be on your left, about 16km from the Bainskloof Pass signboard, outside Wellington. Drive cautiously as the road through the pass is narrow.

Alternate Route:

Traveling from Cape Town towards Paarl through the Huguenot tunnel towards Worcester. Approximately 15km after exiting the tunnel, turn right towards **Rawsonville** (Landmark weight bridge on the left corner), carry on straight (Landmark wine farm on the right), turn left onto the **Slanghoek** route and keep straight until you reach the end of the route, turn left onto the R43 direction towards Ceres. After approximately 3km, turn left onto R301 **Bainskloof pass keep straight until you have reached Tweede Tol on the right and side**.

NB. Please check local websites for weather updates on/before the briefing session date, as roads may be closed to due inclement weather.

The **closing time** for receipt of tenders is **11h00 on Monday, 6 July 2026**, at the CapeNature Head Office, PGWC Shared Services Centre, 3rd Floor, Corner Bosduif & Volstruis Streets, Bridgetown, Gatesville, 7766.

Tenders may also be emailed to tenders@capenature.co.za before the above mentioned closing time.

Telegraphic, telephonic, telex, facsimile, posted, and late tenders will not be accepted.

Requirements for documents to be submitted, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data and the Notes to Tenderers on pg. (iii).

WESTERN CAPE NATURE CONSERVATION BOARD

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T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as published in Annex C of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 423 of 2019 in the Government Gazette No 42622 of 8 August 2019. A copy is attached directly after this section.

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.

C.1.1 The Employer is:

WESTERN CAPE NATURE CONSERVATION BOARD

Physical Address:

PGWC Shared Services Centre
Corner Bosduif & Volstruis Streets
Bridgetown
Gatesville
CAPE TOWN
7766

Tel: 087 087 9262

C.1.2 The Tender Documents issued by the Employer comprise:

THE TENDER

Part T1 Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2 Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1 Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee (Pro Forma)

C1.4 Agreement in terms of Occupational Health and Safety Act (Act No 85 of 1993)

Part C2 Pricing Data

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

Part C3 Scope of Work

- C3.1 Description of the Works
- C3.2 Health and Safety
- C3.3 Environmental Specification
- C3.4 Electrical Specifications

Part C4 Site Information

- C4.1 Annexures

C.1.4 The Employer's agent is:

Name: Bührmann Consulting Engineers
Address: Unit 25, Muirfield House
Midpark Business Village
2 Greens Close
Parow
CAPE TOWN
7500
Contact person: Satheesh Bissessur
Tel: 021 930 4934
Email: satheesh@buhmannce.co.za

Add the following:

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (C.3.2) or a Clarification of a Tender Offer (C.3.10) will be considered as amending the Tender Documents.

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

C.2.1.2 Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **2EB** or higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (1) every member of the joint venture is registered with the CIDB;
- (2) the lead partner has a contractor grading designation in the **2EB** or higher class of construction work; and
- (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EB** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

C.2.13.5

C.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: Cape Nature Head Office

Physical address: PGWC Shared Services Centre
Corner Bosduif & Volstruis Streets
Bridgetown
Gatesville
CAPE TOWN
7766

Identification details: Tender number: **WCNCB 02/05/2026**
Title of Tender: **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol
Campsite, Limietberg Nature Reserve**

Email Address: tenders@capenature.co.za

C.2.13.6

C.3.5.1 A two-envelope procedure will **not** be followed.

C.2.13.9 Telephonic or facsimile tender offers will **not** be accepted.

C.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 The tender offer validity period is 3 months.

C.2.23 The Tenderer is required to submit the following with his tender

- (1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and
- (2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form B2;
- (3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)(COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form C1);
- (4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;
- (5) Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022. Joint ventures/consortiums will qualify for preference points, provided that the entity submits the relevant certificate/score card in terms of Preferential Procurement Regulations, 2022. Note that in the case of unincorporated entities, a verified score card must be submitted with the Tender.

C.3.4 The time and location for opening of the tender offers will be immediately after closing of tenders as stated in C.2.15.

C.3.11.1 The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Functionality, financial offer and preference.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS..... T2.2

T2.2 RETURNABLE SCHEDULES..... T2.3 – T2.48

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- 4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
- 5 C1.1 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 6 C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 7 C2.2 BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA)

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve****T2.2 RETURNABLE SCHEDULES**

The Tenderer must complete the following returnable documents.

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Form A1:	Authority for Signatory.....	T2.5
Form A2:	Schedule of Work carried out by Tenderer.....	T2.6
Form A3:	Proposed Key Personnel.....	T2.7
Form A4:	Schedule of Constructional Plant	T2.9
Form A5:	Company Organogram & Business Profile.....	T2.10
Form A6:	Schedule of Proposed Subcontractors.....	T2.11
Form A7:	Financial References	T2.12
Form A8:	Schedule of Current Commitments	T2.13
Form A9:	Estimated Monthly Expenditure.....	T2.14
Form A10:	Details of Alternative Tenders Submitted	T2.15
Form A11:	Proposed Amendments and Qualifications by Tenderer.....	T2.16
Form A12:	Tax Compliance Status	T2.17
Form A13:	Certificate of Insurance Cover	T2.18
Form A14:	Preliminary Construction Programme	T2.19
Form A15:	Data Sheets.....	T2.20
Form A16:	Returnable Document Checklist.....	T2.21

T2 . 4

T2.2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form B1:	Proof of Registration with Construction Industry Development Board	T2.22
Form B2:	Form Concerning Fulfilment of the Construction Regulations, 2014	T2.23
Form B3:	Record of Addenda to Tender Documents	T2.25
Form B4:	Letter of Intent to provide a JBCC MWA Guarantee for Construction	T2.26

T2.2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

Form C1:	Compulsory Enterprise Questionnaire	T2.27
Form C2:	Functionality Table	T2.30
Form C3:	Preferencing Schedules: Preference Points Claim Form in Terms of Preferential Procurement Regulations 2022 (WCBD 6.1)	T2.31
Form C4:	Declaration of Interest (WCBD 4)	T2.38
Form C5:	Certificate of Independent Bid Determination (SBD 9)	T2.45

T2.2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

Not Applicable

FORM A1 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed at a meeting held on *[date]*

Mr/Mrs

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for Contract No and any contract which may arise therefrom on behalf of:

(BLOCK CAPITALS)
.....
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY :
NAME (PRINT)

SIGNATURE OF SIGNATORY :

AS WITNESSES 1 :
NAME (PRINT)

.....
SIGNATURE

2 :
NAME (PRINT)

.....
SIGNATURE

FORM A2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the contracts of a similar nature awarded to him in accordance with requirements of the Functionality Table (Form C2). This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	PRINCIPAL AGENT / CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNED ON BEHALF OF TENDERER:

FORM A4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

SIGNED ON BEHALF OF TENDERER:

FORM A5 COMPANY ORGANOGRAM & BUSINESS PROFILE

The Tenderer shall provide a company organogram and business profile with an overview of your company structure, registration (CIPC), business profile and memberships. This information is material to the award of the Contract.

The following documents must be included:

- Company Organogram
- Business Profile
- CIPC registration documents
- Proof of registration & good standing at SAPVIA and/or SESSA
- Proof of permanent employment of electrician
- Proof of registration & good standing of electrician at Department of Labour

SIGNED ON BEHALF OF TENDERER:

FORM A6 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall, in accordance with the provisions of Conditions of Tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

SIGNED ON BEHALF OF TENDERER:

FORM A7 FINANCIAL REFERENCES

Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

Tenderer's Tax Details

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

SIGNED ON BEHALF OF TENDERER:

FORM A9 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

MONTH	VALUE
1	R
2	R
3	R
	COMPLETION OF CONTRACT
TOTAL	R

SIGNED ON BEHALF OF TENDERER:

FORM A10 DETAILS OF ALTERNATIVE TENDERS SUBMITTED

The Tenderer shall in accordance with C.2.12 submit a conforming tender in order that any alternative be considered responsive. The alternative shall be required as a minimum to conform in all respects to the specifications.

DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

FORM A11 PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the Tender Documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

FORM A12 CERTIFICATE OF TAX CLEARANCE

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to submit a valid Tax Compliance Status (TCS) with Unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. The TCS Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 A printed TCS with PIN may also be submitted together with the bid. Failure to submit the valid TCS will result in the invalidation of the bid.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS.
- 4 Applications for the TCS may be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF TENDERER:

FORM A13 CERTIFICATE OF INSURANCE COVER

Note to Tenderer:

In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Contractor's equipment
Company:
Value:
 - Insurance for Contractor's personnel
Company:
Value:
 - General public liability
Company:
Value:
 - SASRIA
Company:
Value:

SIGNED ON BEHALF OF TENDERER:

FORM A14 PRELIMINARY CONSTRUCTION PROGRAMME

Note to Tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Constructional Plant, Form A8: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

Details of the preliminary programme shall be appended to this Form.

Number of sheets, appended by the Tenderer to this Form [If NIL, enter NIL]

SIGNED ON BEHALF OF TENDERER:

FORM A15 DATA SHEETS

The Tenderer shall complete and attach the Data Sheets (Annexure C), to this Form.

The following Data Sheets must be completed:

ANNEXURE C : DRAWINGS

DWG No : CT0466-EL-DAT-0101-R0 : Data Sheet PV SOLAR SYSTEM

SIGNED ON BEHALF OF TENDERER:

FORM A16 RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

Reference No	Document Description	Tick if completed
Form A1	Authority for signatory	
Form A2	Schedule of work carried out by Tenderer	
Form A3	Proposed key personnel	
Form A4	Schedule of constructional plant	
Form A5	Company Organogram & Business Profile	
Form A6	Schedule of proposed subcontractors	
Form A7	Tenderer's bank details and financial references	
Form A8	Schedule of current commitments	
Form A9	Estimated monthly expenditure	
Form A10	Details of alternative tenders submitted	
Form A11	Proposed amendments and qualifications by Tenderer	
Form A12	Tax Compliance Status	
Form A13	Certificate of insurance cover	
Form A14	Preliminary construction programme	
Form A15	Data Sheets	
Form A16	Returnable document checklist	
Form B1	Proof of registration with Construction Industry Development Board	
Form B2	Form concerning fulfilment of the Construction Regulations, 2014	
Form B3	Record of Addenda of Tender Documents	
Form B4	Letter of Intent to provide a Performance Bond	
Form C1	Compulsory Enterprise Questionnaire	
Form C2	Functionality Table	
Form C3	Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2022 (WCBD 6.1)	
Form C4	Declaration of Interest (WCBD 4)	
Form C5	Certificate of Independent Bid Determination (SBD 9)	
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data: Tenderer's Selection	
Form C2.2	Bills of Quantities	

SIGNED ON BEHALF OF TENDERER:

FORM B1 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:

FORM B2 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

4 Provide details of proposed training (if any) that will be undergone:

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

5 Potential key risks identified and measures for addressing risks:

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

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

FORM B3 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

FORM B4 LETTER OF INTENT TO PROVIDE A GUARANTEE FOR CONSTRUCTION

It is hereby agreed that a Guarantee for Construction drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer) _____

Address: _____

Signed: _____

Name: _____

Capacity: _____

On behalf of Tenderer (name of tenderer) _____

Date: _____

CONFIRMED BY Surety's Authorised representative

Signature(s): _____

Name (print): _____

Capacity _____

On behalf of Surety (Bank or Insurer) _____

Date: _____

FORM C1 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: **Name of enterprise:**.....

Section 2: **VAT registration number, if any:**.....

Section 3: **CIDB registration number, if any:**.....

Section 4: **Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: **Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

Section 6: **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

If any of the above boxes are marked, disclose the following:

*

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

*

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Enterprise name:

FORM C2 FUNCTIONALITY TABLE:**FUNCTIONALITY****1 GENERAL DEFINITIONS:**

- 1.1 “**Functionality**” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity

The evaluation of the bids will be conducted in the following two stages:

A. Firstly, the assessment of functionality will be done in terms of item 4 below. A bid will be disqualified if it Fails to meet the minimum threshold for functionality as per the bid invitation (**The minimum threshold will be 70% of the 100 points awarded for functionality**)

B. Thereafter, only the qualifying bids are evaluated in terms of the 80/20 or 90/10 preference points systems, where the 80 or 90 points must be used for price only and the 20 or 10 points are used for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution

2 ADJUDICATION USING A POINT SYSTEM:

- 2.1 “**Functionality**” means the specialist expertise, technical ability and experience that the tenderer for a specific project type.

3 DETERMINATION OF FUNCTIONALITY COMPONENT:

A bid will be disqualified if it Fails to meet the minimum threshold for functionality as per the bid invitation (**The minimum threshold will be 70% of the 100 points awarded for functionality**)

Tenderers will be evaluated in terms of information made available in relation to the following categories.

4	FUNCTIONALITY TABLE	Maximum Points	Tender Document Reference
4.1.	Provide a representative list of up to 5 completed projects, including contactable references of project leaders or clients, of similar or greater scope and value (>20kW Installed Solar Capacity) in the last 5 years. (8 points per valid project reference)	40	FORM A2, Pg T2.6
4.2.	The contractor must be an electrical company performing electrical work, especially in the field of PV solar. The contractor must preferably be part of SAPVIA and/or SESSA. (10 points for CIPC registration certificate showing the company is an electrical installer, 20 points if the contractor is registered and in good standing at SAPVIA and/or SESSA (provide proof of registration))	30	FORM A5, Pg T2.10
4.3.	The company permanently employs an electrician who can perform the wiring of premises according to SANS 10142. (10 points for proof of employment & submission of electrician company CV, 10 points if the electrician is registered with the department of labour)	20	FORM A5, Pg T2.10
4.4.	Provide an overview of your company structure and business profile (3 points if organogram is provided, 2 points if business profile is provided)	5	FORM A5, Pg T2.10
4.5.	The contractor must fill in all datasheets to demonstrate that they conform to the technical specifications. (5 points for valid completed datasheets, 0 points if one or more datasheets are not fully completed)	5	FORM A15, Pg T2.20
TOTAL POINTS FOR FUNCTIONALITY		100	

FORM C3 PREFERENCING SCHEDULES:

WCBD 6.1

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

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

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

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level of Contribution..... =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency

accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub- contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

- (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

FORM C4 DECLARATION OF INTEREST

WCBD 4

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

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

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

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

"business interest" means –

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

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

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

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

Any person who directly or indirectly –

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

“entity” means any –

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

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

“Family member” means a person’s –

- (a) spouse; or

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

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

“**Institution**” means –

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

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

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“**RWOEE**” means –

Remunerative Work Outside of the Employee's Employment

“**spouse**” means a person's –

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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

- (a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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

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

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

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, hereby swear/affirm;

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

..... SIGNATURE FULL
NAMES Commissioner of Oaths

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

Date:..... Place

Business Address:
.....
.....

FORM C5: CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA.....	C1.1 – C1.25
PART C2	PRICING DATA	C2.1 – C2.4
PART C3	SCOPE OF WORK	C3.1 – C3.2
PART C4	SITE INFORMATION.....	C4.1 – C4.5

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM** at **Tweede Tol Campsite, Limietberg Nature Reserve**

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.2 – C1.6
C1.2	CONTRACT DATA	C1.7 – C1.18
C1.3	GUARANTEE FOR CONSTRUCTION (PRO FORMA).....	C1.19 – C1.21
C1.4	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993).....	C1.22 – C1.25

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

..... **AT**

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

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

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

.....
..... rand [in words]; R..... [in figures],

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and signature of witness

_____ Date _____

CIDB Registration number

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data [which includes this Agreement]
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s)

.....

Name(s)

.....

Capacity

.....

.....
[Name and address of organisation]

Name and
signature of
witness

.....

Date

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

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

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature of witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature of witness

Date

CONFIRMATION OF RECEIPT

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

the [day]

of [month]

20..... [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM** at **Tweede Tol Campsite, Limietberg Nature Reserve**

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *JBCC Minor Works Agreement : Contract Data, Edition 5.2, 2018*, published by the Joint Building Contracts Committee NPC, is applicable to this Contract and is obtainable from www.asaqs.co.za.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project Name	TWEEDE TOL (PV) SOLAR SYSTEM
Reference Number	CT0466
Works description	Supply and install a new photovoltaic solar system at Tweede Tol campsite located within the Limietberg Nature Reserve to replace the existing vandalised installations, covering the ablution block.

A 2.0 Site [1.1]

Erf / stand number	Ablution block located at the rear of the campsite
Township / Suburb	Tweede Tol, Limietberg Nature Reserve
Site address	Approximately 20km from Wellington on the Bainskloof Pass (R301) (33°34'13.0"S, 19°08'17.9"E)
Local authority	Drakenstein Local Municipality

A 3.0 Employer [1.1]

Name	Western Cape Nature Conservation Board		
Legal entity of above	Western Cape Nature Conservation Board	Contact person	Ramese Mathews
Business registration number	N/A	Telephone number	087 087 3175
VAT/GST number	N/A	Mobile number	082 303 7462
Country	SOUTH AFRICA	E-mail	rmathews@capenature.co.za
Postal address	3rd Floor, PGWC Shared Services Centre, Cnr Bosduif & Volstruis Streets Bridgetown		
		Postal code	7764
Physical address	3rd Floor, PGWC Shared Services Centre, Cnr Bosduif & Volstruis Streets Bridgetown		
		Postal code	7764

A 4.0 Principal agent [1.1; 5.1]

Name	Bührmann Engineering (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Satheesh Bissessur
Practice number	1286	Telephone number	021 930 4934
		Mobile number	
Country	SOUTH AFRICA	E-mail	satheesh@buhrmannce.co.za
Postal address	Unit 25, Muirfield House, Midpark Business Village, 2 Greens Close Parow		
		Postal code	7500
Physical address	Unit 25, Muirfield House, Midpark Business Village, 2 Greens Close Parow		
		Postal code	7500

A 5.0 Agent [1.1; 5.2]

Discipline	Electrical Engineer
------------	----------------------------

Name	Bührmann Engineering (Pty) Ltd		
Legal entity of above	Private Company	Contact person	Satheesh Bissessur
Practice number	1286	Telephone number	021 930 4934
		Mobile number	
Country	SOUTH AFRICA	E-mail	satheesh@buhmannce.co.za
Postal address	Unit 25, Muirfield House, Midpark Business Village, 2 Greens Close		
	Parow	Postal code	7500
Physical address	Unit 25, Muirfield House, Midpark Business Village, 2 Greens Close		
	Parow	Postal code	7500

A 6.0 Agent [1.1; 5.2]

Discipline	Health & Safety Consultant
------------	---------------------------------------

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 5.2]

Discipline	N/A
------------	------------

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 5.2]

Discipline	N/A
------------	------------

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

B 5.0 Employer's agents [5.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [5.2]

Electrical Engineer

Principal agents and **agents** interest or involvement in the **works** other than a professional interest [5.3]

N/A

B 6.0 Insurances [8.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [8.2.1] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)		R 20 000 000.00	R 10 000.00
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		N/A	N/A
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		N/A	N/A
	Escalation, professional fees and reinstatement costs of not included above			
Total of the above contract works insurance amount			R 20 000 000.00	R 10 000.00
Supplementary insurance [8.2.2]			N/A	N/A
Public liability insurance [8.2.3]			R 20 000 000.00	R 10 000 000.00
Removal of lateral support insurance [8.2.4]			N/A	N/A
Other insurances [8.2.5]			N/A	N/A
Yes/no?	Yes	If yes, description 1	R 20 000 000.00	R 10 000 000.00
SASRIA				
Yes/no?	N/A	If yes, description 2		

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/no?	Yes
If yes, description	-		
Restriction of working hours [10.1.3]		Yes/no?	Yes
If yes, description	Work normal business hours 8:00 to 17:00 on Working Days		
Natural features and known services to be preserved by the contractor [10.1.4]		Yes/no?	Yes
If yes, description	All existing services to stay in tact		
Restrictions to the site or areas that the contractor may not occupy [10.1.5]		Yes/no?	Yes
If yes, description	Contractor may only occupy the ablutions at the rear of the campsite, security office, entrance ablutions and campsites as indicated on technical briefing document No. CT0466-EL-TEC-0001-R0 and may not venture into any of the adjacent fields, buildings, etc.		
Supply of free issue [10.1.12]		Yes/no?	No
If yes, description			

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A
Extent of work [10.1.13]	N/A

B 9.0 Possession of site [10.1.6] practical completion[15.0;17.0] and penalties [18.0]

Practical completion for the works as a whole	Intended date of possession of the site [10.1.6]	Period for inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [18.1]
	Date	working days	Date	Penalty amount per calendar day
	TBC	2	TBC	R 2 400.00

Criteria to achieve practical completion not covered in the definition of practical completion
<p>The requirements for practical completion are:</p> <ul style="list-style-type: none"> •The inverters and panels must work in conjunction with each other. It must be demonstrated that the system functions correctly under normal operating conditions. •All DBs must have a valid COC •The 12V DC systems must be tested and confirmed to be fully operational •All campsite lighting must be serviced and repaired to ensure full functionality •The security gate must be installed at the entrance to the DB room, and the new locking mechanism must be installed on the buildings entrance gate. The offline CCTV camera must record footage and store it in the connected DVR •Fire detection equipment must be installed at the campsite ablutions facility •All electrical installations must adhere to the requirements of SANS 10142-1

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificates [19.2]	26th
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B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	Association of Arbitrators
Applicable rules for adjudication [22.5.2]	As recommended by the Association of Arbitrators
Arbitration [22.6.4] Name of nominating body	Association of Arbitrators
Applicable rules for arbitration [22.6.5]	Arbitration Act 42 of 1965

B 12.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details [P3.1]	-		
Previous work - defects - details [P3.2]	-		
Inspection of adjoining properties - details [P3.3]	-		
Handover of site in stages - specific requirements [P4.1]	N/A		
Enclosure of the works - specific requirements [P4.2]	-		
Geotechnical and other investigations - specific requirements [P4.3]	-		
Existing premises occupied - details [P4.5]	-		
Services - known - specific requirements [P4.6]	All existing services to stay in tact		
Water [P8.1]	By contractor	Yes/no?	No
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	Yes
Electricity [P8.2]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	No
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
Communication facilities - specific requirements [P8.4]	Email, Cellphone, Telephone, Facsimile		
Protection of the works - specific requirements [P11.1]	-		

Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	No
Disturbance - specific requirements [P11.5]	-
Environmental disturbance - specific requirements [P11.6]	The contractor shall submit an Environmental Management Plan for approval by the principal agent and execute works in accordance wit the management plan for the whole durations of the works

B.13.0 Changes made to the JBCC® documentation

Reference may be made to other documents forming part of this agreement
<p>Clause 16.1 The defects liability period for the works shall commence on the calendar day following the date of practical completion and end at midnight (00:00) one (1) year from the date of practical completion [CD] or when work on the list for completion has been satisfactorily completed [16.4], whichever is the later</p>

C TENDER CLOSING

Tender closing date	06 July 2026		Time	11:00
Tender submission address	Cape Nature Head Office, 3rd Floor, PGWC Shared Services Centre, Cnr Bosduif & Volstruis Streets, Bridgetown, 7764			
Tender may be submitted by e-mail	yes/no ?	Yes	E-mail	tenders@capenature.co.za

D TENDERER'S SELECTIONS

D 1.0 Securities [9.0]

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [9.1.1]
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Option B	Payment reduction [9.1.2]
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Guarantee for payment by employer [9.2]	Amount	N/A
---	--------	-----

Advance payment, subject to a guarantee for advance payment [9.4]	Amount	N/A
---	--------	-----

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date	-	end date	-
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

D 3.0 Payment of preliminaries [19.0]

Select Option A or B Where the contractor does not select an option, Option A shall apply

Where the total amount of preliminaries is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

Option A	Assessed by the principal agent, an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
----------	--

Option B	An amount agreed by the principal agent and the contractor in terms of the bills of quantities or the priced document to identify an initial establishment charge, a time based charge and a final disestablishment charge. Payment of the time base charge shall be adjusted from time to time as may be necessary to take into account the progress of the works
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D 4.0 Adjustment of preliminaries [20.6.3]

Select Option A or B Where the contractor does not select an option, Option A shall apply

The amount of preliminaries shall be adjusted to take account of the effect of changes in time and/or value on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Where the total amount of **preliminaries** is not identified (in a lump sum contract) it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sums, and any provision for contract price adjustment (cost fluctuation)

<p>Option A</p>	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor within fifteen (15) working days of the date of acceptance of the tender as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above mentioned information is not provided the following allocation of preliminaries amounts shall apply:</p> <ul style="list-style-type: none"> - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period
<p>Option B</p>	<p>The preliminaries shall be adjusted in accordance with a detailed breakdown of preliminaries amounts for the works to be provided by the contractor within fifteen (15) working days of possession of the site. Such breakdown shall inter alia include administrative and supervisory staff charges and charges for the use of construction equipment, all in terms of the programme.</p> <p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period taking into account the resources planned for the period of construction during which the delay occurred (not for the period added tot the initial or extended date for the practical completion)</p> <p>Where the contractor does not provide the detailed breakdown of preliminaries within the period stated, Option A shall apply</p>

E FORM OF TENDER

E 1.0 Tenderer's details

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT/GST number		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

E 2.0 Acceptance of tender conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated

The tender shall remain in full legal force for three (3) months from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the employer should the tender validity period not be honoured

The lowest or any tender will not necessarily be accepted by the **employer** nor will reasons be given for such a decision

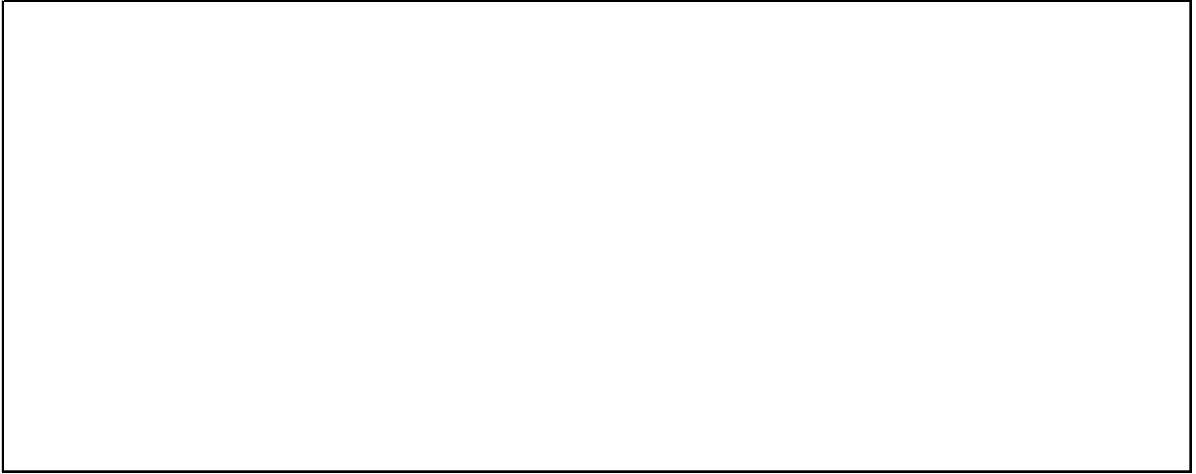
E 3.0 Tender amount compilation

	Amount	
Tenderer's work excluding tax	R	-
Tax	15 %	R -
Total tender amount including tax	R	-
Total tender amount including tax , in words		

Signature	Tenderer who by signature hereto warrants authority	Place		
Name		Capacity	Date	

Signature	Witness	Place		
Name		Date		

E 4.0 Tender qualifications



WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

C1.3 PERFORMANCE GUARANTEE (PRO FORMA)



MWA Guarantee for Construction

For use with the JBCC® Minor Works

edition/ date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:

Physical Address:

Guarantor's signatory 1: Capacity

Guarantor's signatory 2: Capacity

Employer:

Contact:

Principal Agent:

Works:

Site:

Contract Sum: Accepted amount inclusive of tax Currency

... amount in words:

Guaranteed Sum: The maximum aggregate amount Currency

Guarantee Expiry Date:

AGREEMENT DETAILS

Principal Agent issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

1.0 The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 6.0% of the contact sum) in the amount of:

Amount in words:

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

Amount in words:

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

PERIOD OF LIABILITY

From and including the date of issue of this MWA Guarantee for Construction and up to and including the date of Certificate of Practical Completion

From and including the day after the date of the Certificate of Practical Completion and up to and including the date of the Certificate of Final Completion

From and including the day after the date of the Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereupon this MWA Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this MWA Guarantee for Construction shall expire on payment of the full amount

Amount in words:

- 2.0 The Guarantor's liability limits set out in clauses 1.1 to 1.3 shall apply in respect of any claim received by the Guarantor during the guarantee validity period.
- 3.0 The Guarantor acknowledges that:
- 3.1 Any reference in this MWA Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.2 Its obligation under this MWA Guarantee for Construction is restricted to the payment of money.
- 3.3 Reference to a Certificate of Practical Completion or to a Certificate of Final Completion shall mean such certificate as issued by the Principal Agent.
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A written demand notice issued by the Employer to the Guarantor at the Guarantor's Physical Address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the date of issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this MWA Guarantee for Construction and demands payment of the sum certified from the Guarantor; and
- 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's Physical Address calling up this MWA Guarantee for Construction stating that:
- 5.1 The Agreement has been terminated due to the Contractor's default and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination, or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the MWA Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payments to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and twenty (120) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of this MWA Guarantee for Construction have been expended or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this MWA Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange its affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this MWA Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the Physical Address stated above for all notices and correspondences in relation to the Guarantee.
- 11.0 This MWA Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.3, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original of this MWA Guarantee for Construction shall be returned to the Guarantor after it has expired.

- 12.0 This MWA Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0 Where this MWA Guarantee for Construction is issued in the Republic of South Africa this MWA Guarantee shall be governed by the laws of the Republic of South Africa. A competent court in the Republic of South Africa shall have sole jurisdiction in terms of this MWA Guarantee. Where this MWA Guarantee is issued outside the Republic of South Africa, the laws of the guarantor who issued this MWA Guarantee shall prevail. A competent court, in the jurisdiction in which the guarantor is domicile shall prevail.

Signed at:

Date:

Guarantor's Signatory 1:

Guarantor's Signatory 2:

Witness:

Witness:

Guarantor's seal or stamp

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between [hereinafter called "the Employer"] of the one part, herein represented by

in his capacity as

and

[hereinafter called "the Mandatary"] of the other part, herein represented by

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz

WESTERN CAPE NATURE CONSERVATION BOARD

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from the contract date, which shall be the date of a written acceptance by the employer or principal agent of the contractor's offer and continue to be in force and affect until:
 - (a) the date of the Certificate of Final Completion issued in terms of Clause 16.0 (JBCC MWA 5.2), or
 - (b) the date of termination of the agreement in terms of Clause 21.0 (JBCC MWA 5.2).

- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 2.0 (JBCC MWA 5.1) and all relevant requirements of the agreement, the Mandatary agrees to execute all the Works forming part of this agreement and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,

Mr/Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (IN CAPITALS): 1. 2.

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FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg
Nature Reserve**

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS.....C2.2 - C2.3

C2.2 BILL OF QUANTITIES.....C2.4

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve****C2.1 PRICING INSTRUCTIONS**

1 The Conditions of Contract are the JBCC Minor Works Agreement inclusive of the Contract Data Addenda CD (Edition 5.2 of May 2018) and JBCC General Preliminaries (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee Inc. The said JBCC Minor Works Agreement inclusive of the Contract Data Addenda CD shall be deemed to be incorporated herein.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the principal agent's is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

3 The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up in accordance with the latest issue of Standard System of Measuring Building Work Seventh Edition.

4 Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.

5 The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities.

6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	prime cost sum
Prov Sum	=	provisional sum

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FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

C2.2 BILLS OF QUANTITIES

SUMMARY	2
BILL NO 1 : PRELIMINARY & GENERALS	3
BILL NO 2 : LOW-VOLTAGE DISTRIBUTION BOARDS	4
BILL NO 3 : CABLEWAYS	5
BILL NO 4 : LOW-VOLTAGE RETICULATION.....	6
BILL NO 5 : PV SOLAR	7
BILL NO 6 : LIGHTNING PROTECTION & EARTHING	8
BILL NO 7 : SECURITY	9
BILL NO 8 : LIGHTNING	10
BILL NO 9 : FIRE DETECTION	11

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PART C3 SCOPE OF WORK

C3.1	DESCRIPTION OF WORK	C3.2
C3.1.1	Employer's objectives	C3.2
C3.1.2	Works Description	C3.2
C3.1.3	Location of the Works	C3.2
C3.2	ENVIRONMENTAL SPECIFICATION	C3.2
C3.3	ELECTRICAL SPECIFICATIONS.....	C3.2

C3.1 DESCRIPTION OF THE WORK

C3.1.1 EMPLOYER'S OBJECTIVES

The Western Cape Nature Conservation Board trading as Cape Nature is a government entity responsible for managing and maintaining 31 nature reserve complexes comprising 112 nature reserves, of which 106 are terrestrial and six are marine protected areas, totalling 828 506 hectares in the Western Cape Province of South Africa. Cape Nature offers a variety of eco-tourism products at 25 of its nature reserves.

As custodian of the province's natural environment, Cape Nature is tasked with nature conservation and awareness, preserving biodiversity, and providing facilities for education, research and is mandated to generate revenue from ecotourism products and experiences.

100% of all revenue generated at Cape Nature is ploughed directly into conservation projects within the Western Cape.

C3.1.2 WORKS DESCRIPTION

The contractor must install a photovoltaic (PV) solar system to replace the existing vandalised PV solar systems at the Tweede Tol campsite in the Limietberg Nature Reserve (33°34'13.0"S, 19°08'17.9"E). The PV solar systems must be installed in the campsite ablution block.

Inverter, PV Panels, Battery : The design intent is to replace the old PV solar infrastructure. The old mounting structure is to be removed. The PV panels will be mounted flat on the building's roof in 5 rows of 4 panels each. The array will be configured into three strings: two strings of six panels and one string of eight panels. Sunsynk inverters and batteries are preferred. Technically equivalent alternatives, with equivalent warranties, manufactured by Sunsynk, Good we, or Deye, will be considered. The inverter will tie into the existing DBs by the campsite ablutions. The inverter will be wall-mounted near the existing DB.

Distribution Boards : New feeds for the security system and the fire detection system will be installed in the campsite ablutions DB. New DBs will be supplied and installed for the reception ablutions and security office. All DBs and electrical infrastructure must be provided with COCs. Provision must be made for any corrective work needed on the campsite ablutions panel to ensure full compliance to be able to provide COC. Refer to Figure 3.

Cabling : The existing cable between the campsite ablutions and the reception ablutions will be Meggered to verify insulation integrity. If the insulation is deemed to be functional, the cable will be reconnected to feed DB-002 from DB-001, otherwise the cable will be dug up and a new cable will be trenched. Subsequently DB-003 will be sub fed from DB-002.

Lighting Servicing : As part of the project, all campsite lighting must be serviced and repaired to ensure full functionality and compliance with electrical standards.

DC Systems : 6x Basic DC systems will also be installed, one at each braai area. Each system will include a battery, solar panel, USB charging socket, and light bulbs. Each DC system will include a 12V 14Ah lead acid battery similar to the GD Life Times GD-12230 with an 18V 20W solar panel.

Security : For security, a gate will be installed at the entrance to the DB room, and the locking mechanism on the building's entrance gate will be upgraded. An offline CCTV camera system will be installed to monitor activity near the PV panels and the inverter room. A new feed must be added to the existing DB for the fire detection and security system power supply. A secure box for the DVR is to be mounted in a discrete enclosure near the existing DB.

Fire Detection : A fire detection system will be installed in the campsite ablutions facility. This will function using a Technoswitch 2-zone conventional fire alarm control panel, with an 80° Celsius linear heat detection cable installed on the batteries, and a 100dB siren with visual strobe installed at the ablutions entrance.

Safety : All electrical installations must adhere to the requirements of SANS 10142-1 to ensure safety, compliance, and reliable operation.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.3 LOCATION OF THE WORKS

Tweede Tol campsite in the Limietberg Nature Reserve (33°34'13.0"S, 19°08'17.9"E). Approximately 20km from Wellington on the Bainskloof Pass (R301)

C3.2 ENVIRONMENTAL SPECIFICATION

Refer to Annexure D for Environmental Specification

C3.3 ELECTRICAL SPECIFICATION

Refer to Annexure B for electrical specification

WESTERN CAPE NATURE CONSERVATION BOARD

TENDER NO. **WCNCB 02/05/2026**

FOR **TWEEDE TOL (PV) SOLAR SYSTEM at Tweede Tol Campsite, Limietberg Nature Reserve**

PART C4 SITE INFORMATION

C4.1 ANNEXURES

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C4.2

ANNEXURE A
BILLS OF QUANTITIES



Project Name
TWEEDE TOL PV

Project Number
CT0466

Document Title
ELECTRICAL BILL OF QUANTITIES

Document Number
CT0466-EL-BOQ-0001-R0

0	21 Nov 25	Issued for Tender	S Bissessur	B Human
Rev	Date	Description	Prepared	Approved
Document Control				
Consulting Engineer			Client	
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**TWEDE TOL PV
ELECTRICAL BILL OF QUANTITIES
CT0466-EL-BOQ-0001-R0**



Bill No	Summary - Description	Cost		Total
		Supply	Install	
1	P&G (Preliminary & Generals)	R -	R -	R -
2	Low-Voltage Distribution Boards	R -	R -	R -
3	Cableways	R -	R -	R -
4	Low-Voltage Reticulation	R -	R -	R -
5	Photovoltaic Solar	R -	R -	R -
6	Earthing	R -	R -	R -
7	Security	R -	R -	R -
8	Lighting	R -	R -	R -
9	Fire Detection	R -	R -	R -
	Sub-Total (Excluding Contingencies and VAT)			R -
	Contingency (20%)			R -
	Sub-Total (Excluding VAT)			R -
	VAT			R -
	Grand Total (Including VAT)			R -

Item	Unforeseen Items and Labour Rates	Hourly Rates		
		Normal	After Hours	Sundays
A	Project Manager			
B	Construction Manager			
C	Technician / Artisan			
D	Semi-Skilled Labour			
E	Unskilled Labour			
F	Percentage Mark-up for Unforeseen Items (below R10 000)			%
G	Percentage Mark-up for Unforeseen Items (R10 000 - R100 000)			%
H	Percentage Mark-up for Unforeseen Items (R100 000 and above)			%



TWEEDE TOL PV
ELECTRICAL BILL OF QUANTITIES
CT0466-EL-BOQ-0001-R0



No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
1	Preliminaries & General						R -	R -	R -
1.1	Electrical (P&G)						R -	R -	R -
1,1,1	Preliminary and general cost allowed (P & G) shall include all overhead, supervision, project management & administration, stationary, etc. cost.		sum	1	R -	R -	R -	R -	R -
1,1,2	Allowance for Health and Safety Requirements. This includes cost for the compilation of health and safety files, inductions, etc.		sum	1	R -	R -	R -	R -	R -
1.2	Additional Items						R -	R -	R -
1,2,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
1,2,2							R -	R -	R -
1,2,3								R -	R -
1,2,4								R -	R -
1,2,5								R -	R -
1,2,6								R -	R -
1,2,7								R -	R -
1,2,8								R -	R -
1,2,9								R -	R -
1,2,10								R -	R -
1,2,11								R -	R -



TWEEDE TOL PV
ELECTRICAL BILL OF QUANTITIES
CT0466-EL-BQ-0001-R0



No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
2	Low Voltage Distribution Boards						R -	R -	R -
2.1	Sub Distribution Boards						R -	R -	R -
2,1,1	Modify existing distribution boards as specified and indicated on the attached schematic diagrams:	Tie-in to Campsite Ablutions DB (DB-001) and add new feeds as specified in the SLDs	each	1	R -	R -	R -	R -	R -
2,1,2		New Reception Ablutions DB(DB-002)	each	1	R -	R -	R -	R -	R -
2,1,3		New Security Office DB(DB-003)	each	1	R -	R -	R -	R -	R -
2,1,4	See Document:								
2,1,5	• CT0466-EL-SLD-0101								
2,1,6	• CT0466-EL-SLD-0102								
2,1,7	• CT0466-EL-SLD-0103								
2,1,8									
2.2	Certificates of Compliance						R -	R -	R -
2,2,1	Certificates of Compliance (COC) for each sub distribution board in accordance with SANS 10142 Part 1 (Wiring Code)	Make compliant with existing DBs to achieve COC	sum	1	R -	R -	R -	R -	R -
2,2,2		Provide DB COC	each	3	R -	R -	R -	R -	R -
2,2,3									
2,2,4									
2.3	Additional Items						R -	R -	R -
2,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
2,3,2							R -	R -	R -
2,3,3							R -	R -	R -
2,3,4							R -	R -	R -
2,3,5							R -	R -	R -
2,3,6							R -	R -	R -
2,3,7							R -	R -	R -
2,3,8							R -	R -	R -
2,3,9							R -	R -	R -
2,3,10							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
3	Cableways						R -	R -	R -
3.1	Excavation						R -	R -	R -
3,1,1	Excavation, bedding, backfilling, compaction and compaction testing of trenches for the installation of cables. Trench dimensions taken as 600mm deep x 400mm wide. Reinststate any damage to roads or paving.	Excavate Pickable Soil	m ³	10	R -	R -	R -	R -	R -
3,1,2		Supply & Import Sand Bedding (75mm Bed; 75mm Cover)	m ³	3	R -	R -	R -	R -	R -
3,1,3		Reinststate / Repair Road or Paving	m	10	R -	R -	R -	R -	R -
3,1,4		Compaction test as per Specification	sum	1	R -	R -	R -	R -	R -
3,1,5		Excavate Pickable Soil (If underground cable needs to be replaced)	m ³	45	R -	R -	R -	R -	R -
3,1,6		Supply & Import Sand Bedding (75mm Bed; 75mm Cover) (If underground cable needs to be replaced)	m ³	11	R -	R -	R -	R -	R -
3,1,7		Reinststate / Repair Road or Paving (If underground cable needs to be replaced)	m	55	R -	R -	R -	R -	R -
3,1,8		Compaction test as per Specification (If underground cable needs to be replaced)	sum	1	R -	R -	R -	R -	R -
3,2		Additional Items						R -	R -
3,2,1	Supply and install sleeves buried in trench	Supply and install 50mm diameter sleeve	m	10	R -	R -	R -	R -	R -
3,2,2		Supply and install 110mm diameter sleeve	m	10	R -	R -	R -	R -	R -
3,3	Additional Items						R -	R -	R -
3,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)	Supply and install 40x100mm power skirting to neaten cable installations in security office.	m	10	R -	R -	R -	R -	R -
3,3,2							R -	R -	R -
3,3,3							R -	R -	R -
3,3,4							R -	R -	R -
3,3,5							R -	R -	R -
3,3,6							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
4	Low Voltage Reticulation						R -	R -	R -
4.1	LV Cables						R -	R -	R -
4,1,1	Supply and install XLPE/PVC/PVC/SWA/PVC Copper cables (SANS 1507; 600V/1000V) on a rack or pulled through sleeves or laid directly in the ground of the following sizes:	16 mm ² 3 core SWA Cu to feed reception ablutions DB (assuming the existing underground cable needs to be replaced)	m	200	R -	R -	R -	R -	R -
4,1,2		6 mm ² 3 core SWA Cu to feed security office	m	35	R -	R -	R -	R -	R -
4,1,3		Extend existing 3 core Cu cable to feed reception ablutions.	each	1	R -	R -	R -	R -	R -
4,1,4									
4.2	Miscellaneous Items						R -	R -	R -
4,2,1	Supply and Install the following complete as specified:	Cable Identification Markers (Engraved Labels)	each	6	R -	R -	R -	R -	R -
4,2,2									
4,2,3									
4.3	Additional Items						R -	R -	R -
4,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)	Megger Test of existing underground 3 core cable	sum	1	R -	R -	R -	R -	R -
4,3,2							R -	R -	R -
4,3,3								R -	R -
4,3,4								R -	R -
4,3,5								R -	R -
4,3,6								R -	R -
4,3,7								R -	R -
4,3,8								R -	R -
4,3,9								R -	R -
4,3,10								R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
5	PV Solar						R -	R -	R -
5.1	Inverters						R -	R -	R -
5,1,1	Supply and install inverters as listed on the datasheet.	SUNSYNK-10K-SG02LP1 or similar	each	1	R -	R -	R -	R -	R -
5,1,2									
5,1,3	• CT0466-EL-DAT-0101								
5.2	PV Solar Modules & Brackets						R -	R -	R -
5,2,1	Supply and install PV Solar Panels as listed on the datasheet.	Solar Panels (585W per)	each	20	R -	R -	R -	R -	R -
5,2,2	• CT0466-EL-DAT-0101	Solar String Joiner Boxes(including protection devices and surge arrestors)	each	1	R -	R -	R -	R -	R -
5,2,3		Solar Panel Brackets	sum	5	R -	R -	R -	R -	R -
5,2,4		Solar Panel Mounting Kit	sum	1	R -	R -	R -	R -	R -
5,2,5		6mm Solar Cable (Black & Red)	m	50	R -	R -	R -	R -	R -
5.3	Batteries						R -	R -	R -
5,3,1	Supply and install Batteries as listed on the datasheet.	Sunsynk 15.97kwh battery or similar	each	2	R -	R -	R -	R -	R -
5,3,2		Battery Fuses + Holder 250A	each	4	R -	R -	R -	R -	R -
5,3,3	• CT0466-EL-DAT-0101	Battery Cable 95mm (Black & Red)	m	10	R -	R -	R -	R -	R -
5,3,4		Battery Disconnect Device (if applicable)	each	2	R -	R -	R -	R -	R -
5.4	12 V DC Systems						R -	R -	R -
5,4,1	Supply and install a battery, solar panel, USB charging socket, and light bulbs.Lights are mounted in existing structure. Each DC system will include a 12V 14Ah battery (GD Life Times GD 12230) with an 18V 20W solar panel. The battery can be housed in the existing enclosure structure.	12V DC System or similar	each	6	R -	R -	R -	R -	R -
5,4,2									
5,4,3									
5,4,4									
5,4,5									
5,4,6									
5.5	Miscellaneous Items						R -	R -	R -
5,5,1	Supply and Install the following complete as specified:	Removal of old mounting structure	sum	1	R -	R -	R -	R -	R -
5,5,2		AC combiner DB	each	1	R -	R -	R -	R -	R -
5,5,3		3x32mm 20m conduit with saddles	each	3	R -	R -	R -	R -	R -
5,5,4									
5.6	Additional Items						R -	R -	R -
5,6,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
5,6,2							R -	R -	R -
5,6,3							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
6	Lightning Protection and Earthing						R -	R -	R -
6.1	Earth Electrodes						R -	R -	R -
6,1,1	Supply and install inspection boxes with earth spikes as specified in conductive concrete if required	1.6m (16Ø) Cu Earth spikes	e.a	5	R -	R -	R -	R -	R -
6,1,2									
6,1,3									
6.2	Earth Cables						R -	R -	R -
6,2,1	Supply and install copper cables, c/w terminating lug, cadmium plated bolt, nut and washer for connecting copper conductor.	16mm BCEW	m	15	R -	R -	R -	R -	R -
6,2,2									
6,2,3									
6.3	Additional Items						R -	R -	R -
6,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
6,3,2							R -	R -	R -
6,3,3							R -	R -	R -
6,3,4							R -	R -	R -
6,3,5							R -	R -	R -
6,3,6							R -	R -	R -
6,3,7							R -	R -	R -
6,3,8							R -	R -	R -
6,3,9							R -	R -	R -
6,3,10							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
7	Security						R -	R -	R -
7.1	Security System						R -	R -	R -
7,1,1	Supply and install additional security gate to access room with DB and inverter. Improve the locking mechanism on the entrance to the building with the inverter. Install a CCTV camera to monitor activity in the vicinity of the solar panels and a covert camera in the room with the DB.	Retractable Security Gate	each	1	R -	R -	R -	R -	R -
7,1,2		Locking Mechanism	each	1	R -	R -	R -	R -	R -
7,1,3		Dahua 5MP Starlight bullet camera with mounting box or similar	each	1	R -	R -	R -	R -	R -
7,1,4		Dahua 2MP IR Covert Camera or similar	each	2	R -	R -	R -	R -	R -
7,1,5		Power Supply	each	1	R -	R -	R -	R -	R -
7,1,6		Dahua 8 Channel DVR or similar	each	1	R -	R -	R -	R -	R -
7,1,7		2TB Surveillance Hard Drive	each	1	R -	R -	R -	R -	R -
7,1,8		Server Enclosure	each	1	R -	R -	R -	R -	R -
7,1,9		Coaxial Cable	m	100	R -	R -	R -	R -	R -
7,1,10		20 mm conduit	m	15	R -	R -	R -	R -	R -
7,1,11		Supply and install 20A 1P weatherproof isolator for security system.	each	1	R -	R -	R -	R -	R -
7,1,12		Supply and install 2,5mm ² 2C+E Surfex for security system.	m	10	R -	R -	R -	R -	R -
7.2	Miscellaneous Items						R -	R -	R -
7.2,1	Supply and install the following complete as specified:	Monitor	each	1	R -	R -	R -	R -	R -
7.2,2		Mouse	each	1	R -	R -	R -	R -	R -
7.2,3		20 m HDMI Cable	each	1	R -	R -	R -	R -	R -
7.2,4									
7.2,5									
7.3	Additional Items						R -	R -	R -
7,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
7,3,2							R -	R -	R -
7,3,3							R -	R -	R -
7,3,4							R -	R -	R -
7,3,5							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
8	Lighting						R -	R -	R -
8.1	Light Fittings						R -	R -	R -
8,1,1	Servicing and repair of all light fittings, including photocells. New lights to be placed on the outside of buildings and use existing wiring in place of the old ones.	Servicing and repair of all campsite lighting	sum	34	R -	R -	R -	R -	R -
8,1,2		Installation of new Bekabulk 19W lights with eyelids on outside of buildings	e.a.	8	R -	R -	R -	R -	R -
8,1,3									
8,1,4									
8,1,5									
8.2	Lighting Control						R -	R -	R -
8,2,1	Supply and install controllers specified and indicated on the attached schematic diagrams: See Document: • CT0466-EL-LAY-0102	Occupancy Sensor	each	6	R -	R -	R -	R -	R -
8,2,2		Day/Night swith	each	2	R -	R -	R -	R -	R -
8,2,3									
8,2,4									
8,2,5									
8.3	Additional Items						R -	R -	R -
8,3,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
8,3,2							R -	R -	R -
8,3,3							R -	R -	R -
8,3,4							R -	R -	R -
8,3,5							R -	R -	R -
8,3,6							R -	R -	R -
8,3,7							R -	R -	R -
8,3,8							R -	R -	R -
8,3,9							R -	R -	R -
8,3,10							R -	R -	R -

No	Description	Specification	Unit	Qty.	Rate		Cost		Total
					Supply	Install	Supply	Install	
9	Fire Detection						R -	R -	R -
9,1	Fire Detection System						R -	R -	R -
9,1,1	Supply and install fire detection system in inverter room with: 2 zone conventional fire alarm control panel with 7AH 12V battery, 80° celcius linear heat detection wire installed on batteries, 100dB outdoor sounder with visual strobe light, wired using PH30 installed in PVC conduit fixed using hospital saddles at 300mm intervals. Complete and ready for operation.	Supply and installation of fire detection system	sum	1	R -	R -	R -	R -	R -
9,1,2		Supply and install 1,5mm ² 3C Cu PVC SWA from campsite ablutions DB to fire detection system.	m	5	R -	R -	R -	R -	R -
9,1,3		Terminate 1,5mm ² 3C Cu PVC SWA, complete with brass nickel plated CCG D1W glands.	ea	4	R -	R -	R -	R -	R -
9,1,4		Supply and install 20A 1P weatherproof isolator for fire detection system.	m	5	R -	R -	R -	R -	R -
9,1,5									
9,2	Additional Items						R -	R -	R -
9,2,1	Any additional items the Tenderer deems necessary for the successful completion of the installation (specify)						R -	R -	R -
9,2,2							R -	R -	R -
9,2,3							R -	R -	R -
9,2,4							R -	R -	R -
9,2,5							R -	R -	R -
9,2,6							R -	R -	R -
9,2,7							R -	R -	R -
9,2,8							R -	R -	R -
9,2,9							R -	R -	R -
9,2,13							R -	R -	R -

C4 . 3

ANNEXURE B
ELECTRICAL SPECIFICATION

DATA SHEET - PV SOLAR SYSTEM

<i>Master Document:</i>	DCM-TEM-DAT Version 1,0
Record No.	1
Document No.	CT0466-EL-DAT-0101-R0
Date	20 November 2025

Project Name Tweede Tol PV

Description System Datasheet

Item	Description	Requirement	Supplier Data (by Vendor)	Comment
1	Site Grid Voltage	No Grid		
2	Site Azimuth Angle	315°		
3	Site Irradiance	-		
4	Number of Hybrid Inverters	1		
5	Maximum Total Solar Output	11700W		
6	Number of PV Solar Panels	20		Attach Datasheet
7	Total Battery Capacity (Peak)	31,94kWh		
8	Number of Batteries	2		
9	PV String Configuration	Amount of PV Strings	3	
10		Maximum PV Modules per String	10	
11	Hybrid Inverter Specifications	SUNSYNK-10K-SG02LP1		
12	Hybrid Inverter Warranty	5 year minimum		Applies to alternatives
13	Solar Panel Mounting Location	Building Roof		
14	Solar Panel Mounting Method	Flush-Mounted		
15	Annual Solar Energy Yield (p.a.)	-		
16	Battery Specifications	Usable Battery Capacity	80%	

DATA SHEET - PV SOLAR SYSTEM

Master Document:	DCM-TEM-DAT Version 1,0
Record No.	1
Document No.	CT0466-EL-DAT-0101-R0
Date	20 November 2025

Project Name Tweede Tol PV

Description System Datasheet

Item	Description	Requirement	Supplier Data (by Vendor)	Comment
17	Nominal Voltage	51,2		
18	Battery Type	Lithium		
19	Battery Model Number	SUN-BATT-15.97		
20	Cycle Life	DOD	100%	Depth of Discharge
21			80%	10 years
22	Certification	CE/UN/IEC/EN/SABS		
23	Internal BMS Protection	Yes		
24	Warranty	10 year minimum		Applies to alternatives
25	Energy Meter Model Number	N/A		

Notes

Verification & Approval - Once record has been compiled / updated, generate a pdf and insert electronic signatures.

Compiler
Signature



Sathesh
Bissessur
2025/11/20

Approver
Signature

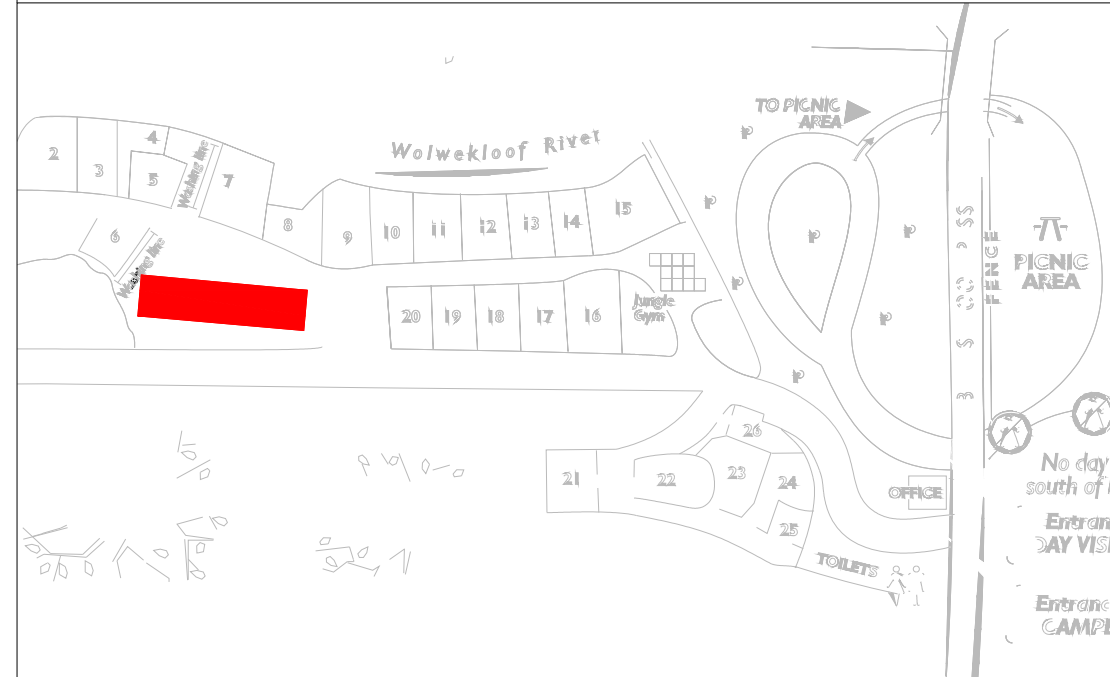


Braam Human
2025/11/20

C4 . 4

ANNEXURE C
DRAWINGS





KEYPLAN



GENERAL NOTES

1. INVERTER AND BATTERY TO BE WALL-MOUNTED

LEGEND

-  INVERTER
-  BATTERY
-  PV MODULE
-  DISTRIBUTION BOARD

REV	DATE	DESCRIPTION	BY
0	21 NOV 25	FOR TENDER	SB

BCE BÜHRMANN
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PRINCIPAL AGENT:
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CONSULTING ENGINEERS

PROJECT:
TWEDE TOL PV

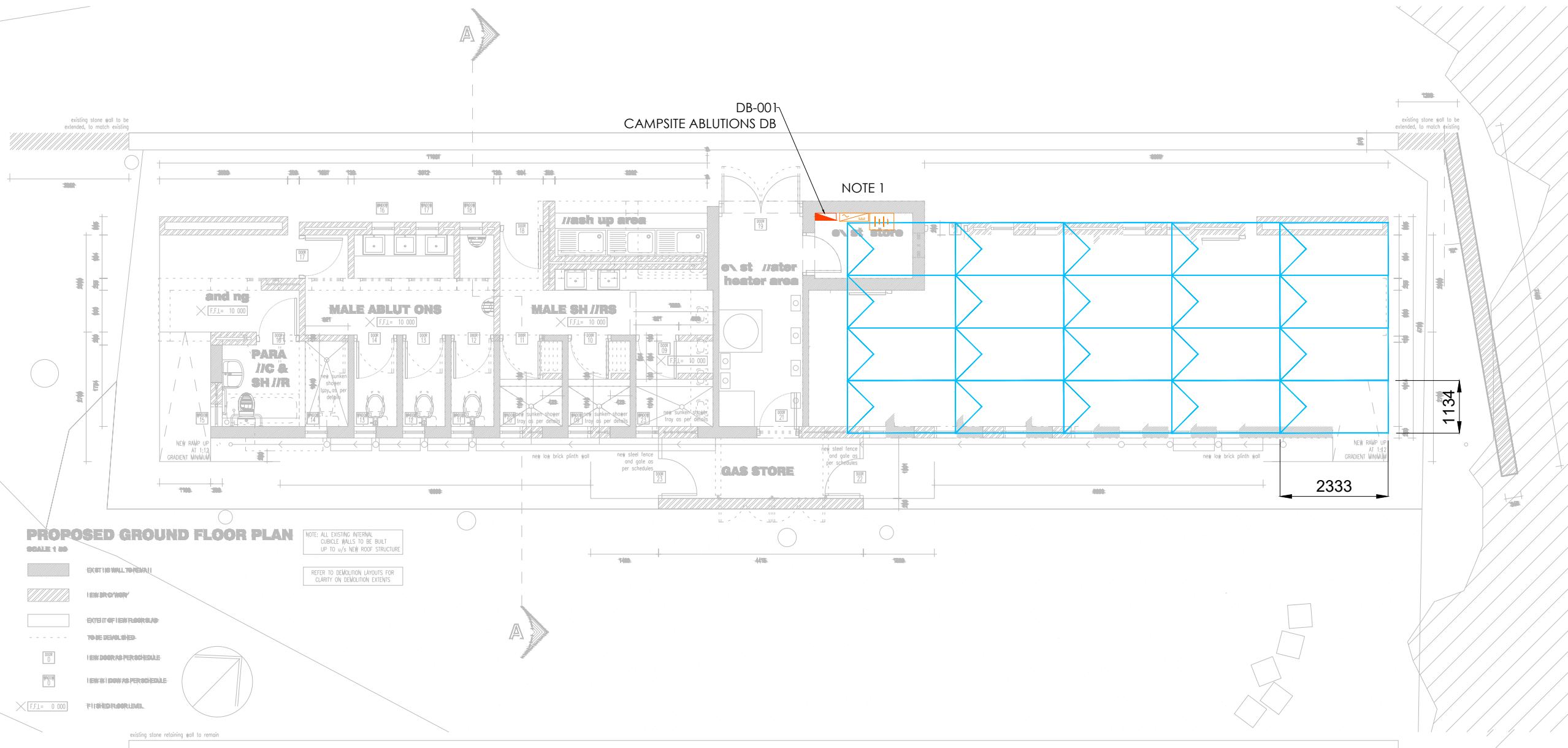
TITLE:
**CAMPSITE ABLUTIONS
POWER LAYOUT**

FOR TENDER








DESIGNED:	S BISSISSUR	CHECKED:	M VAN BOSCH
DRAWN:	S BISSISSUR	SCALE:	1:100 (A3)
DRAWING NO:	CT0466-EL-LAY-0101		REV: 0

DB-001
CAMPSITE ABLUTIONS DB

NOTE 1

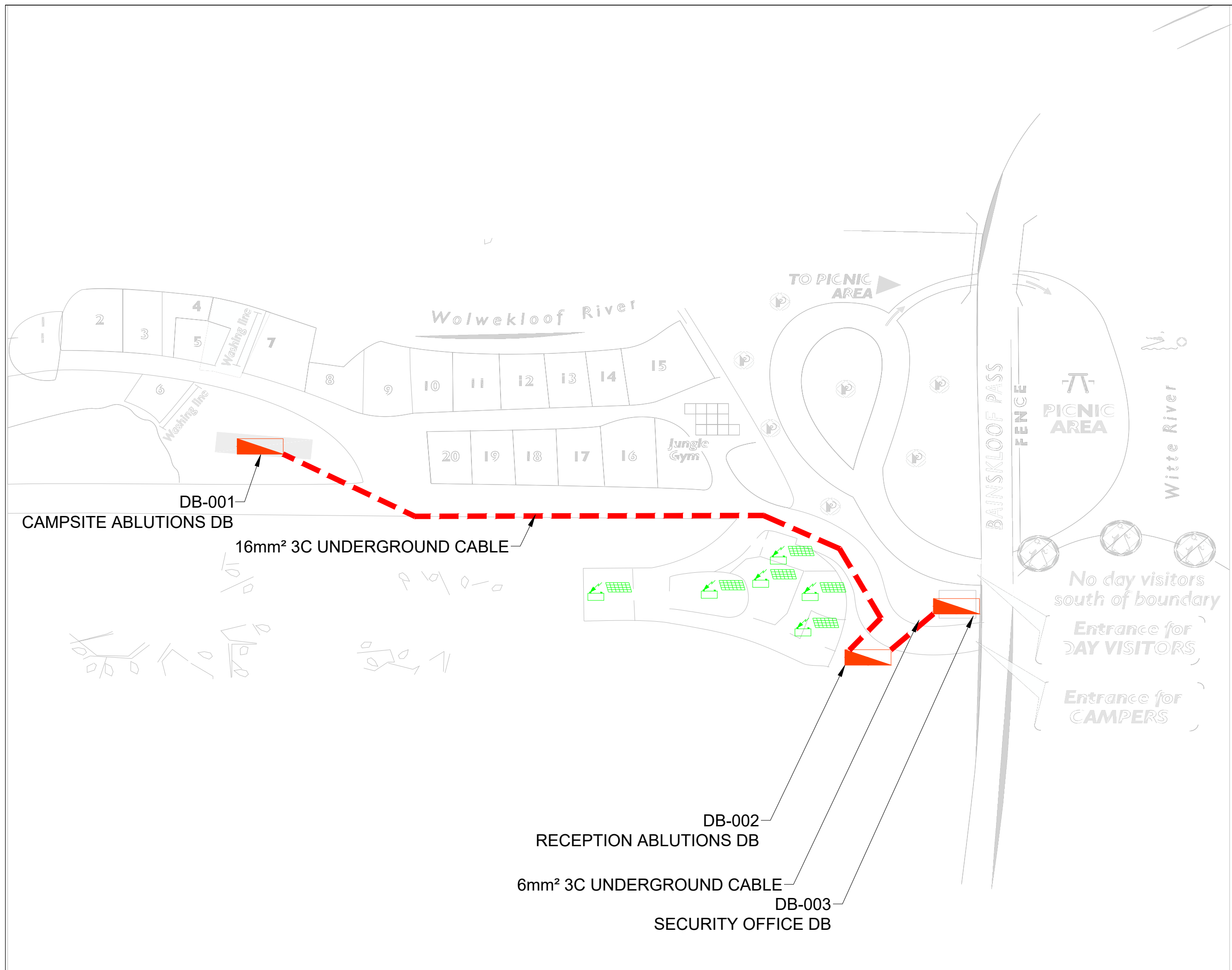


PROPOSED GROUND FLOOR PLAN

- SCALE 1:50
-  EXISTING WALL (REPAIR)
 -  NEW BRICKWORK
 -  EXTENT OF NEW FLOOR SLAB
 -  TO BE DEMOLISHED
 -  NEW DOORS PER SCHEDULE
 -  NEW WINDOWS PER SCHEDULE
 -  FINISHED FLOOR LEVEL




NOTE: ALL EXISTING INTERNAL CURBLES WALLS TO BE BUILT UP TO 4/5 NEW ROOF STRUCTURE
REFER TO DEMOLITION LAYOUTS FOR CLARITY ON DEMOLITION EXTENTS

existing stone retaining wall to remain



GENERAL NOTES

LEGEND

-  12V DC SYSTEM
-  CABLE IN TRENCH
TRENCH 500 mm DEEP BY 400 mm WIDE
-  DISTRIBUTION BOARD

REV	DATE	DESCRIPTION	BY
0	21 NOV 25	FOR TENDER	SB

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CLIENT:


PRINCIPAL AGENT:
BCE BÜHRMANN
CONSULTING ENGINEERS

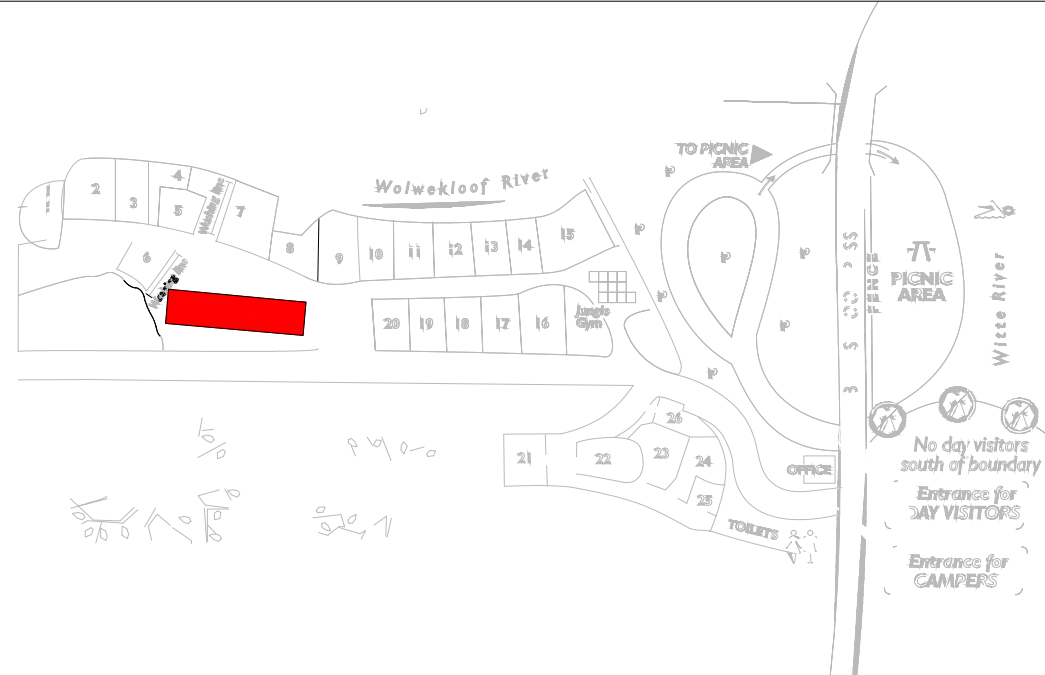
PROJECT:
TWEDE TOL PV

TITLE:
SITE POWER LAYOUT

FOR TENDER

DESIGNED:	S BESSEUR	CHECKED:	M VAN BOSCH
DRAWN:	S BESSEUR	SCALE:	NTS (A3)
DRAWING NO:	CT0466-EL-LAY-0103		REV:
			0

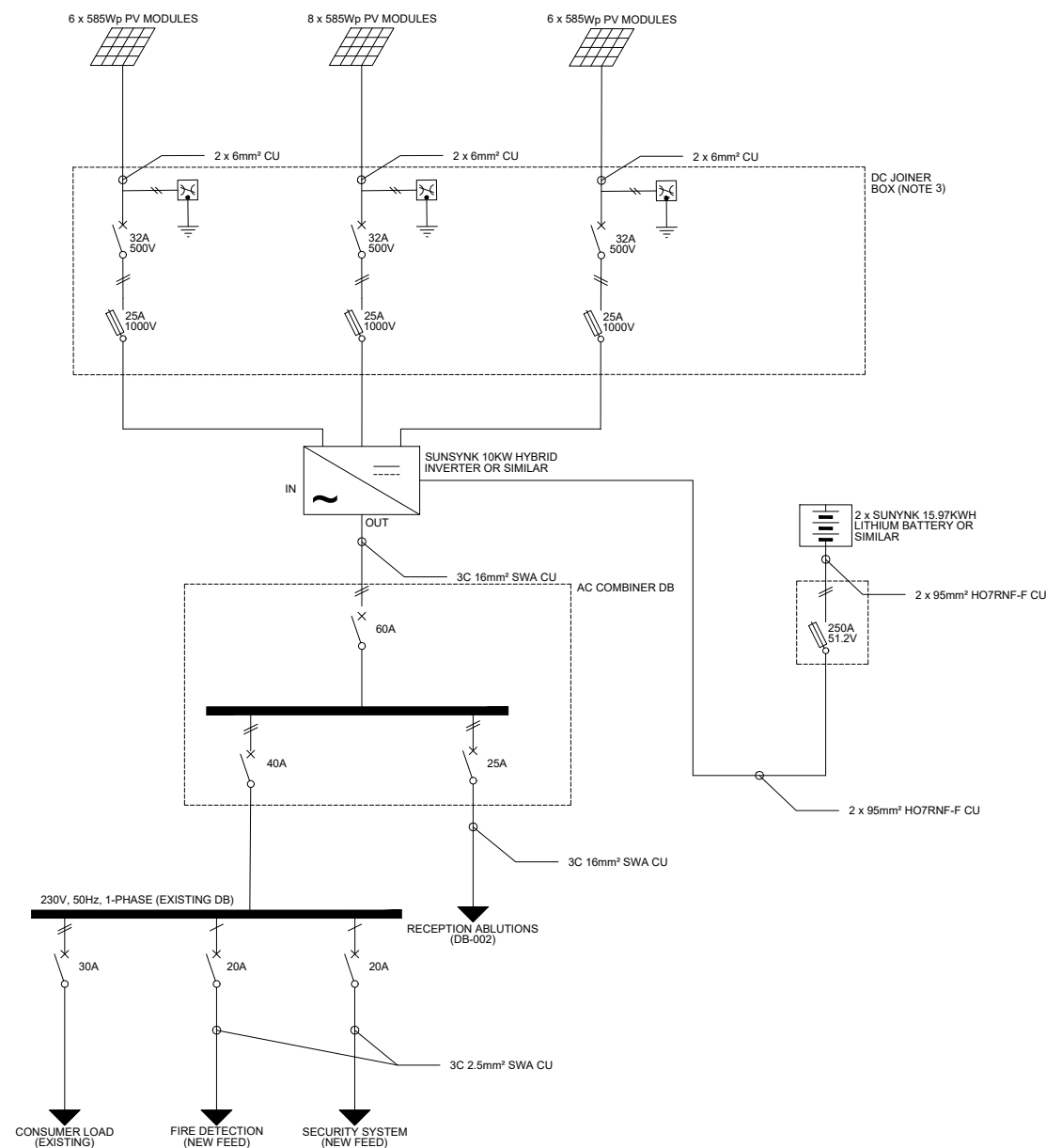
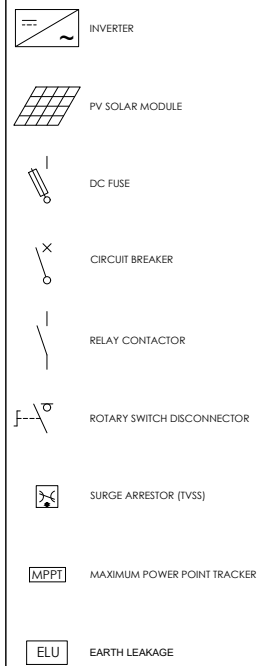
KEYPLAN



GENERAL NOTES

1. ENSURE INVERTER IS EQUIPPED WITH CLASS 2 TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) PER DC INPUT STRING. ALTERNATIVELY TO BE INSTALLED EXTERNALLY & UPSTREAM OF INVERTER IN DC FUSE BOX.
2. ENSURE CLASS 2 TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) AT CONSUMER AC DISTRIBUTION BOARD.
3. DC COMBINER BOX C/W DC ISOLATOR, CLASS 2 TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) AND DC FUSES.

LEGEND



REV	DATE	DESCRIPTION	BY
0	21 NOV 25	FOR TENDER	SB

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CLIENT:

PRINCIPAL AGENT:
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CONSULTING ENGINEERS

PROJECT:
TWEDE TOL PV

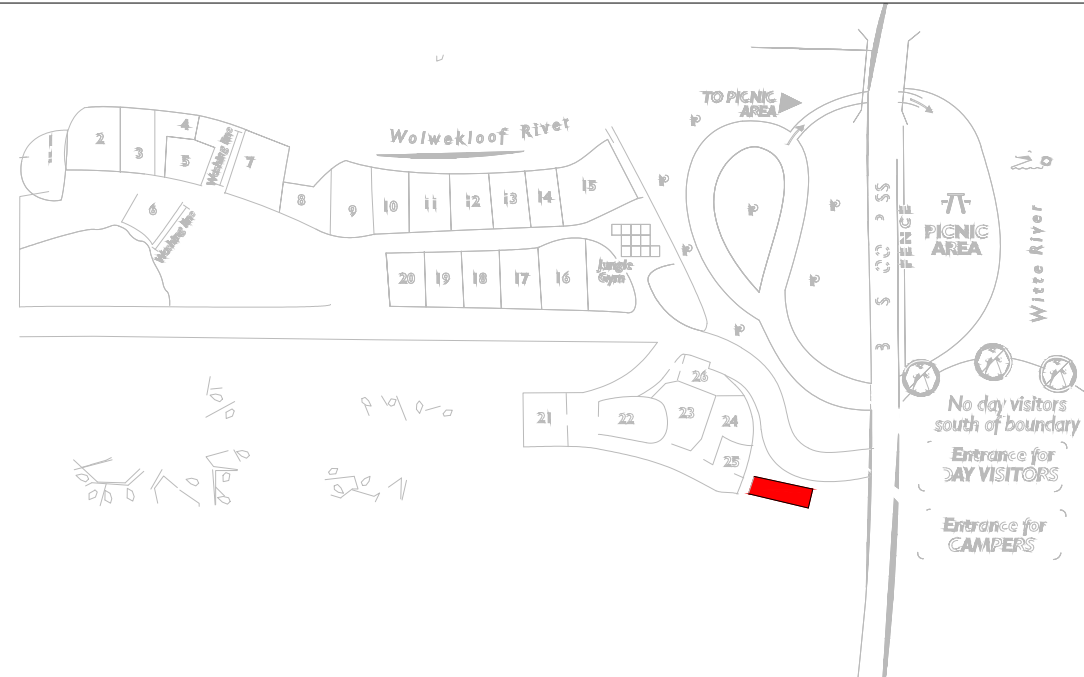
TITLE:
**DB-001
CAMPSITE ABLUTIONS
SINGLE LINE DIAGRAM**

FOR TENDER

DESIGNED:	S BISSUSSUR	CHECKED:	M VAN BOSCH
DRAWN:	S BISSUSSUR	SCALE:	1:100 (A3)

DRAWING NO: **CT0466-EL-SLD-0101** REV: **0**

KEYPLAN

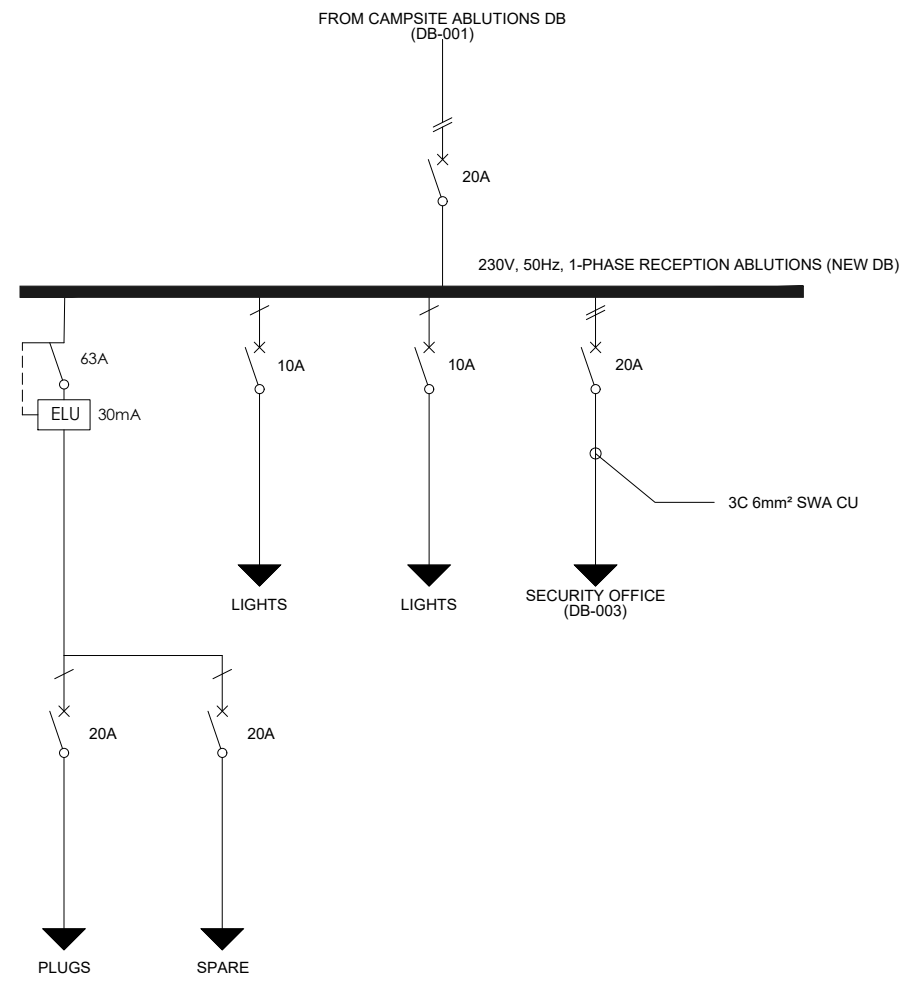


GENERAL NOTES

1. NEW DB TO REPLACE EXISTING DB
2. PROVIDE LOCKABLE, SURFACE-MOUNTED, WEATHERPROOF, GRP OR GALVANISED STEEL ENCLOSURE

LEGEND

- INVERTER
- PV SOLAR MODULE
- DC FUSE
- CIRCUIT BREAKER
- RELAY CONTACTOR
- ROTARY SWITCH DISCONNECTER
- SURGE ARRESTOR (TVSS)
- MPPT
- ELU



REV	DATE	DESCRIPTION	BY
0	21 NOV 25	FOR TENDER	SB

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BCE BÜHRMANN
CONSULTING ENGINEERS

PROJECT:
TWEDE TOL PV

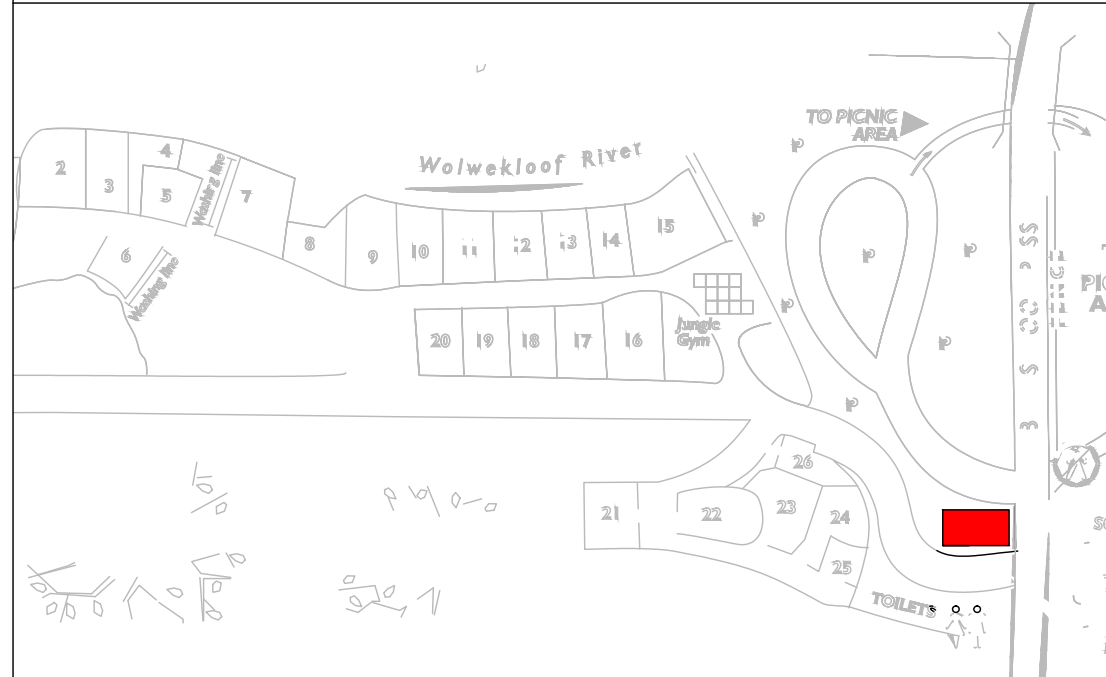
TITLE:
**DB-002
RECEPTION ABLUTIONS
SINGLE LINE DIAGRAM**

FOR TENDER

DESIGNED:	S BISSESSUR	CHECKED:	M VAN BOSCH
DRAWN:	S BISSESSUR	SCALE:	NTS (A3)

DRAWING NO: **CT0466-EL-SLD-0102** REV: **0**

KEYPLAN

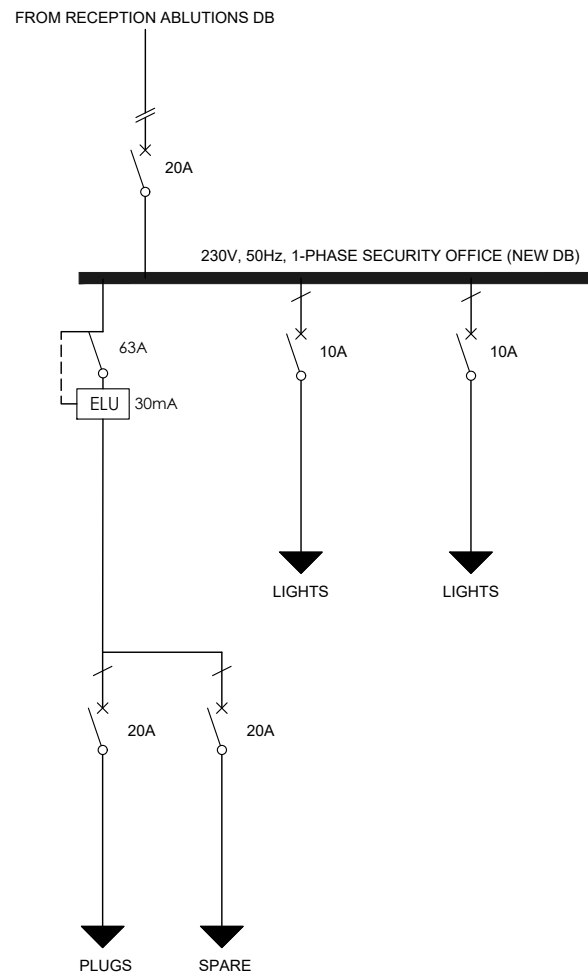


GENERAL NOTES

1. NEW DB TO REPLACE EXISTING DB
2. PROVIDE LOCKABLE, SURFACE-MOUNTED, WEATHERPROOF, GRP OR GALVANISED STEEL ENCLOSURE

LEGEND

- INVERTER
- PV SOLAR MODULE
- DC FUSE
- CIRCUIT BREAKER
- RELAY CONTACTOR
- ROTARY SWITCH DISCONNECTER
- SURGE ARRESTOR (TVSS)
- MAXIMUM POWER POINT TRACKER
- EARTH LEAKAGE



REV	DATE	DESCRIPTION	BY
0	21 NOV 25	FOR TENDER	SB

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CLIENT:

PRINCIPAL AGENT:

BCE BÜHRMANN
CONSULTING ENGINEERS

PROJECT:

TWEEDE TOL PV

TITLE:

**DB-003
SECURITY OFFICE
SINGLE LINE DIAGRAM**

FOR TENDER			
DESIGNED:	S BISSESSUR	CHECKED:	M VAN BOSCH
DRAWN:	S BISSESSUR	SCALE:	NTS (A3)
DRAWING NO:	CT0466-EL-SLD-0103		REV:
			0

C4.5

ANNEXURE D
ENVIRONMENTAL SPECIFICATION



Environmental Management Plan for Tweede Tol Photovoltaic Upgrade

Generic CapeNature Construction EMP

Version: Jan 2013

ENVIRONMENTAL MANAGEMENT PLAN FOR [PLACE/PROJECT] – [DATE]

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2. ENVIRONMENTAL MANAGEMENT PLAN – PURPOSE

The main purpose of an Environmental Management Programme (EMP) is to identify key environmental risks and prevent avoidable damage and/or minimise or mitigate unavoidable environmental damage associated with a construction, maintenance, or demolition project/works.

An EMP is required as part of the application process for any project triggering environmental authorisation, but must also be used for any project with risk of environmental harm in our protected areas.

The EMP forms part of the contractual obligations to which all contractors/employees involved in construction, maintenance, or demolition work must be committed.

This EMP:

- identifies important and sensitive environments near project site/s that could feasibly be affected by works;
- identifies project activities that could cause environmental damage (risks) and provides a summary of actions required;
- identifies persons responsible for ensuring compliance with the EMP and provides their contact information;
- provides standard procedures to avoid and/or minimise the identified negative environmental impacts and to enhance the positive impact of the project on the environment;
- provides site and project specific rules and actions required, including a site plan/s showing:
 - areas where construction, maintenance, or demolition work may be carried out;
 - areas where any material or waste may be stored;
 - allowed access routes, parking and turning areas for construction or construction related vehicles;
- forms a written record of procedures, responsibilities, requirements and rules for Contractor/s, their staff and any other person who must comply with the EMP;
- provides a monitoring and auditing programme to track and record compliance and identify and respond to any potential or actual negative environmental impacts; and
- provides a monitoring programme to record any mitigation measures that are implemented;

4. ROLES AND RESPONSIBILITIES – ASSIGNED STAFF

ROLE	PERSON, POSITION, COMPANY	DATE	SIGNATURE
	<i>CapeNature Construction Project Manager</i>		
	<i>CapeNature Environmental Specialist</i>		
	<i>Principal Agent</i>		
	<i>Environmental Control Officer ("ECO")</i>		
	<i>Contractor</i>		
	<i>Contractor</i>		
	<i>Contractor</i>		
	<i>Contractor</i>		

All parties signing here agree to be bound by the requirements of this EMP document, and to fulfil the obligations of their role as set out below.

Telephone (cel)	telephone (office)	email address	ROLE
			<i>CapeNature Construction Project Manager</i>
			<i>CapeNature Environmental Specialist</i>
			<i>Principal Agent</i>
			<i>Environmental Control Officer ("ECO")</i>
			<i>Contractor</i>
			<i>Contractor</i>
			<i>Contractor</i>
			<i>Contractor</i>

5. ROLES, RESPONSIBILITIES AND CONTRACT OBLIGATIONS - DESCRIPTION

As the client, CapeNature must take final responsibility for implementation of this EMP and its requirements including any environmental rehabilitation that may be needed. *This is mandated by Section 28 (Duty of Care and Remediation of Damage) of the National Environmental Management Act, (Act No. 107 of 1998).*



5.1. (The Client): CapeNature Construction Project Manager

CapeNature must designate a CapeNature employee as Construction Project Manager (CapeNature Construction Project Manager) to take responsibility for implementation of the project as a whole including this EMP and to ensure that the Principal Agent and Contractor fulfil their obligations in terms of this EMP.

The CapeNature Construction Project Manager is responsible for designating, employing or contracting the Principal Agent. The CapeNature Construction Project Manager may designate themselves to act as the Principal Agent, particularly for small contracts.

The CapeNature Construction Project Manager is responsible for ensuring that an Environmental Specialist and ECO are designated or employed, and accepts responsibility for the duration of the project before any on-site work may begin.

For small projects, the CapeNature Construction Project Manager will usually be the Reserve Manager where work will take place, but may also be another CapeNature employee qualified to act as project manager such as the Area Manager or a project officer.

As a signatory to this EMP, the designated CapeNature Construction Project Manager shall take final responsibility for implementation of and compliance with this EMP and making sure that all parties listed here are aware of and carry out their responsibilities in terms of this EMP.



5.2. *Environmental Specialist (CapeNature Environmental Specialist) OR Independent Environmental Specialist.*

As the Western Cape provincial conservation authority, CapeNature will usually be best placed to complete its own EMP and oversee site establishment, rather than use the services of an independent environmental consultant.

The CapeNature Environmental Specialist will be the CapeNature Regional Ecologist responsible for the region in question, or a Land-use Advice Unit official, or the Ecological Planner, or a person designated by the Manager: Scientific Services.

The CapeNature Environmental Specialist must provide site- and activity-specific content for this EMP that identifies risks of environmental damage and the actions and requirements necessary to avoid and/or mitigate environmental damage. The Environmental Specialist must liaise with the Principal Agent, and/or Project Engineer, and/or Contractor/s to identify risks and EMP requirements.

The CapeNature Environmental Specialist must provide a detailed site map for inclusion as part of this EMP (AT SECTION XX) delineating:

- areas where construction, maintenance, or demolition work may be carried out;
- areas where any material or waste may be stored;
- allowed access routes, parking and turning areas for construction or construction related vehicles
- environmentally sensitive and 'no-go' areas

For sites where there is any risk that activities might impact on nearby sensitive areas, the CapeNature Environmental Specialist must supervise the on-site physical demarcation of construction and sensitive/'no-go' areas by means of clear markers, danger tape, or temporary fencing before any construction, demolition or upgrade works may begin. The CapeNature Environmental Specialist may also delegate this task in writing to a suitably qualified ECO but will still assume final responsibility for ensuring that the task is adequately carried out.

For projects where a CapeNature staff member is not available or qualified to perform the above role, the CapeNature Construction Project Manager must appoint a qualified independent environmental consultant to fulfil all these requirements of the Environmental Specialist.

5.3. The Principal Agent

The Principal Agent is designated or appointed by CapeNature and is responsible to CapeNature for ensuring that the construction contract is completed to specification, on time, in budget and that the Contractor fulfils their obligations in terms of the EMP. The Principal Agent must be a signatory to this EMP.

For large projects: The Principal Agent will usually be an appointed architect, engineer or a dedicated project manager appointed by contract to CapeNature. Where projects are managed by Public Works, a designated Public Works official may act as Principal Agent. The Principal Agent can also be a CapeNature employee designated and authorised to act as project Principal Agent.

For smaller projects: The CapeNature Construction Project Manager may also act as the Principal Agent. The Principal Agent may also be another designated CapeNature employee.

The Principal Agent must ensure that any contract between CapeNature and Contractors includes clear and specific reference to the CapeNature Construction EMP and requires that all Contractors and subcontractors adhere to the requirements of this EMP.

The Principal Agent must ensure that the Contractor is provided with a copy of this EMP before any construction contract is signed, that relevant Methods are completed, and that the Contractor is familiar with the relevant documentation.

The Principal Agent will be the senior authority on site.

The Principal Agent and ECO will work closely together and communicate frequently. The Principal Agent will ensure that the ECO undertakes and records inspections of the site as required by the monitoring protocol and checklist, but not less than once every two weeks.

The Principal Agent must communicate any deviation from the requirements of this EMP within 48 hours to both the CapeNature Construction Project Manager and the CapeNature Environmental Specialist in writing or by email.

All communications and instructions between the ECO and the Contractor must occur via the Principal Agent. The Principal Agent is also responsible for work-stoppage or deducting environmental penalties from the Contractor in the event of contravention of requirements of this EMP.

5.4. Environmental Control Officer (“ECO”)

The ECO must be appointed prior to commencement of operations.

The ECO will communicate via the Principal Agent unless more urgent action is required to prevent environmental damage.

The ECO must monitor, audit and record compliance with the EMP by all parties on site: The ECO must complete the Environmental Management Programme Audit Checklist (Annexure 1) at each site visit, and keep ad hoc record of any and all incidents or events on site with significant environmental impact in site diary. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 10m or better. All records must be dated and accurately catalogued.

The ECO must immediately communicate any contraventions of this EMP, or undesirable environmental impacts to the Principal Agent. If the Principal Agent cannot be contacted and urgent action is required to prevent environmental damage, and/or if in the opinion of the ECO the response of the Principal Agent is not adequate, the ECO must also communicate contraventions of this EMP to the Environmental Specialist and the CapeNature Construction Project Manager.

The ECO has the authority to recommend the stopping of works or any portion of construction related activity to the Principal Agent, if in his/her opinion:

- any activity is in contravention of the requirements of this EMP;
- any activity is in contravention of relevant environmental legislation/permits/authorisations applicable to the site and/or activity/ies, or;
- the activity has caused or will imminently cause significant damage and/or harm to the environment.

If urgent action is required to prevent environmental damage as a result of contravention of the requirements of this EMP, the ECO has the authority to issue a written instruction to the Site Manager, or any person on site to stop works or any portion of construction related activity required to prevent such damage.

The ECO may recommend to the Principal Agent, that any Contractor, Contractor's representative, or any employee/s not adhering to the requirements of this EMP and/or the instructions of the ECO be removed from the site. Alternatively, the ECO may recommend that all work on site be suspended until the matter is remedied.

5.5. The Contractor

The Contractor will assume full responsibility for the on-site actions of all of its sub-Contractors, employees, suppliers and agents.

The Contractor will adhere to the conditions of this EMP and ensure that all sub-Contractors, employees, suppliers and agents are fully aware of this EMP, its requirements and the consequences of any breach of the requirements of this EMP.

The Contractor will ensure that works on site are conducted in an environmentally responsible manner and fully comply with the requirements of this EMP.

The Contractor will report any deviation from the requirements of this EMP to the Principal Agent, and any pollution or environmental contaminant spill events.

The Contractor agrees to work stoppage and/or payment of penalties as required by this EMP and directed by the Principal Agent.

The Contractors agrees bear full costs for any work stoppage resulting from contravention of the requirements of this EMP, and/or the costs of remedying environmental damage resulting from their or their sub-contractors or employee's contravention of the requirements of this EMP.

5.6. Health, Safety and Environmental (HSE) Officer:

A HSE officer for the project must be designated or appointed by the Contractor or Principal Agent, and his/her role is to support the successful implementation of the EMP through:

- Site evaluation on a daily basis.
- Identifying issues relating to day to day construction activities and that can have a detrimental effect on the environment.
- Subcontractor audits to ensure compliance.
- Assist in the direct implementation of the EMP.
- Ensure that the requirements of the EMP are communicated understood by personnel on site via induction sessions.
- Ensure that the contractors on site develop, implement and monitor the required HSE management functions.
- Evaluate the applicability and accuracy of the EMP and the method statements throughout the construction phase.
- Coordinate all statutory requirements including permit authorisation and license requirements.
- Conduct or have conducted a hazard analysis and take the necessary corrective action.
- Where it is not possible to remove any remaining hazard's to inform employees thereof and what precautionary action is to be taken.

- Detail mitigation measures required to be taken, and the procedures for their implementation to the project manager.
- Representing HSE issues at the production meetings.
- Coordinate HSE training of personnel.
- Coordinating spill response personnel.
- The HSE officer shall inspect the integrity of the hazardous waste containers/bins/skips on a weekly basis.

6. STANDARD ENVIRONMENTAL MANAGEMENT PROCEDURES AND ACTIVITIES

6.1. Access - general

All access and vehicular movement on site shall adhere to the following conditions:

- Access will only be allowed during normal reserve operational hours – usually 08h00 until 17h00 Monday to Fridays.
- All Contractors, subcontractors and staff must be identified by clothing with company logos and be in possession of valid SA identity documents.
- Deliveries, removals etc. to be completed during gate open times only.
- All personnel shall be off site by gate closing time unless permission to stay on site provided as part of the construction contract [amend this section if required].
- Access routes must be demarcated by danger tape on steel posts or temporary fencing.
- All vehicles and access to the site must remain within demarcated access routes and working areas on site.
- No new roads or tracks may be created unless specifically permitted by this EMP.

Where heavy duty vehicles and construction plant are required, both the type of vehicles/machinery and the area/s machinery may access shall be specified in this EMP.

The Contractor shall, at his own cost, document the existing condition of all access roads prior to commencement.

Should any damage occur to the access road as a result of the upgrade activities, the road will be rehabilitated to its original state with all costs borne by the contractor.

6.2. Access – demarcated working areas

Construction activities shall be strictly confined to the demarcated working area/s indicated in **SECTION XX** below to prevent any disturbance to, or contamination of, vegetation, fauna, natural environment or other sensitive features by construction activities. The working areas and ‘no-go’ areas shown here must also be shown on a site map of at least A1 size posted in the construction site office, and be demarcated by temporary fencing on site.

Working areas as shown here are the only areas that may be used by the Contractor to undertake the decommissioning and reconstruction. The Contractor shall ensure that all plant/machinery, vehicles, staff, materials and waste remain within the boundaries of the working area and designated access roads or tracks.

Additional areas shall only be made available by amendment of this EMP by the Environmental Specialist or ECO if required.

Procedure to be followed:

CapeNature must determine and delineate construction, storage and “no-go” areas on site. These areas must be shown on a map to be inserted in **SECTION XX** of this EMP and duplicated and displayed in the Site Office. Construction and storage areas must also be demarcated on site using steel posts and danger tape durable enough to last for the entire construction project, or temporary fencing. This demarcation must be done by the CapeNature Regional Ecologist or Ecological Coordinator, or by the ECO with work approved by the CapeNature Regional Ecologist or Ecological Coordinator.

The Construction Contractor and ECO will ensure that the construction team, machinery and equipment stay within the working areas and do not encroach on “no-go” areas.

All staff, vehicles and construction materials are restricted to the designated working area.

Contractors may not store any construction material on the sides of the access road, or among the natural vegetation or next to the existing access road.

No waste materials or liquids, including contaminated waste water may be disposed of on site, neither in the designated working area/s, nor any no-go areas. Waste must be held onsite in sealed storage containers and properly disposed of at a designated waste facility. Any exceptions shall be negotiated with the Environmental Control Officer, the Reserve Manger or the Regional Ecologist and amended to this EMP in writing.

7. STORAGE OF CONSTRUCTION MATERIAL

7.1. New Construction Material

New construction materials may only be stored in specifically demarcated areas as per SECTION XX.

The Contractor must negotiate appropriate space for this purpose on an area away from natural vegetation and any wetland habitat with the Reserve Manager before completion of section XX.

The Contractor must ensure that all staff, contractors and subcontractors are aware of, and keep material within these designated storage areas. The Principle Agent shall ensure that the consultant team is familiar with same.

Contractors will not be allowed to store construction material on the sides of the access roads, or among the natural vegetation.

The Contractor must provide a method statement of the construction activities to CapeNature indicating:

- the type and quantity of material to be stored;
- whether any oil contaminated/containing equipment will be stored; and
- how (including what type of vehicles will be required) material will be delivered to the designated storage area.
- if there is any risk of spill or runoff of any building materials or chemicals and how this is to be mitigated.

8. USE OF CEMENT / CONCRETE

The Contractor is advised that cement and concrete are highly hazardous to the natural environment because of the high pH levels of the material, and the chemicals contained therein.

The following shall apply:

- Prevent cement pollution - ensure that soil and water is not contaminated with cement
- Concrete and cement must only be mixed on existing hard surfaced areas, or edged mortar boards or a suitable container. Concrete may not be mixed or stored directly on the ground under any circumstances;

- The visible remains of the batch and concrete, either solid, or from washings, shall be physically removed immediately and disposed of as hazardous waste.
- Washing of equipment shall be done in a container to prevent any runoff of contaminated washing water. Extreme care must be taken to limit the amount of water contaminated by washing equipment to the minimum required. Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.
- No equipment shall be washed in pools or streams within a Nature Reserve.

Failure to comply with the above points will have a severe impact on the wetland habitat and will be considered grounds for stopping works.

9. OIL MANAGEMENT

An important potential environmental impact is oil spills from any oil filled equipment and machinery that may occur during transportation or storage of decommissioned and new construction material/equipment. The following conditions shall apply:

- Vehicles must be checked for oil leaks prior to going on site
- Care should be taken to prevent any potential oil spillage during upgrading activities.
- Sufficient measures should be put in place to ensure that any potential oil spills are mitigated.
- The oil spill kit should be available on site at all times during the construction activities;
- Oil containment facilities should be provided for any oil filled equipment onsite; this must be negotiated with CapeNature
- All oil spills must be reported to the environmental department within 24 hours via a flash report; and
- In the event of oil spill please refer to the Standard for Oil spill Clean-up and Rehabilitation.

Oil spill kits are available from:

Drizit (021) 531 5335

Enretech (021) 683 1858

Pinelands Environmental Technology (021) 531 3749

Should an oil spill occur during upgrade activities, the oil spilled should be contained as soon as possible and the procedure as set out in the Standard for Oil spill clean-up and rehabilitation be followed (refer to Annexure 2 for a copy of the procedure).

10. BRINGING CONSTRUCTION MATERIALS ONTO A NATURE RESERVE

Special care must be taken to prevent bringing in materials contaminated with seed of Invasive Alien Plants (IAPs/weeds). Contractors shall not import construction materials such as sand, gravel or fill contaminated with seed of Invasive Alien Plants, or quarried from areas surrounded by Invasive Alien plant species such as Port Jackson or Rooikrans.

11. WASTE MANAGEMENT

Waste refers to all solid waste, including domestic waste, hazardous waste and construction debris.

The following conditions shall apply:

- To limit the potential for site pollution and the accumulation of waste on site;
- To ensure that waste is disposed of in an appropriate manner at a licensed municipal dump site
- No solid wastes shall be stored on site
- All hazardous waste must be disposed of at a registered hazardous waste disposal site and certificates of safe disposal must be obtained; and
- The contractor shall place and use waste bins on site;
- The waste bins shall be provided with lids and external closing mechanism to prevent contents blowing out;
- The waste bins shall be emptied on a regular basis;
- No waste is to be buried or burnt or otherwise disposed of anywhere but in a registered waste disposal site;
- The Contractor shall provide temporary ablution facilities (i.e. chemical toilets) at a location indicated by the Environmental Specialist or ECO;

- Defecating or urinating anywhere other than in the provided toilet facilities is strictly prohibited (i.e. no use of the veld);
- All waste generated during the decommissioning and reconstruction activities must be removed by the Contractor as soon as possible, and within the period specified in the EMP and disposed of at a registered landfill site.

12. FIRES

No fires are permitted on site for any reason.

Strictly NO SMOKING shall be allowed on general site, due to the high possibility of fires in fynbos areas. If required, a designated smoking area should be provided, and clearly demarcated and signposted, with a facility for safe containment and disposal of cigarette butts.

13. SITE REHABILITATION

Any vehicular damage to the site or Nature Reserve (including roads) caused must be rehabilitated to the satisfaction of CapeNature upon completion of construction activities.

Site rehabilitation must be completed immediately after construction activities or by an alternative date agreed to by CapeNature.

All construction equipment, materials and wastes must be removed from the site upon completion.

14. DOCUMENTATION

Environmental Management Programme Audit Checklist

A complete Environmental Management Programme Audit Checklist is provided in Annexure 1.

The Environmental Management Programme Audit Checklist must be completed by the ECO at each site visit and catalogued as the main record of implementation of and compliance with this EMP.

Hardcopy versions of all *ad hoc* written or photographic records of significant environmental incidents should be filed by date with completed Environmental Management Programme Audit Checklists. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 10m or better.

Environmental register

An environmental register must be provided by the Principal Agent and kept on-site at all times as well as being freely accessible to all project team members.

In the event of any environmental incidents, the Environmental Register must be completed by the most senior person on site: the Principal Agent, the Engineer or the Site Manager. The Environmental Register may also be completed by the ECO if the ECO is on site when the incident occurs.

The register will provide a record of all actual environmental incidents that occur as a result of the on-site activity. This may include information related to such aspects as spillages, dust generation and complaints from adjacent neighbours and any other environmental incidents. It must also contain information relating to action taken/mitigation measures employed.

15. CONTRACT OBLIGATIONS

It is understood that all contract documentation related to the construction, operation and decommissioning (if required) of the proposed development will include the conditions of this EMP. It is important to note that the contract obligations must include the recording of any complaints on the project in the environmental register (defined below). It is the responsibility of the ECO to keep an accurate audit trail showing compliance with the EMP during construction phase.

SITE- AND PROJECT-SPECIFIC ENVIRONMENTAL RISKS AND MITIGATION PROCEDURES

In the following section, the Environmental Specialist, in consultation with the Principal Agent and/or Contractors must provide site- and project-specific rules and procedures, in sufficient detail to effectively mitigate any construction related environmental risks.

Items where no environmental risk is identified may be marked “Not applicable”.

Description of works and layout diagram

[describe scope of project and provide layout diagram]

Map of permitted working areas and access routes

[Insert map of site clearly showing:

- permitted access routes
- permitted working areas boundaries
- all access and working area boundaries that must be delimited with temporary fencing (applicable anywhere where there is risk of natural habitat or sensitive features being impacted)
- specific areas to be designated for:
 - storage of construction materials
 - storage of construction waste

16. ACTIONS TO BE COMPLETED BEFORE CONSTRUCTION STARTS

16.1. Bulk Services Identification

[list bulk services required, availability and potential risks]

16.2. Permits

[List all permits required before construction may proceed, and status]

16.3. Access, Working Hours and Working Areas

[list access times outside gate times if required]

[provide map showing access routes, working and “No-Go” areas, and storage areas for both construction and waste materials]

[provide timeline and procedure to danger tape or fence off all natural vegetation and wetland area near construction site as per

diagram of site layout to be provided in site office

16.4. Training

[provide timelines, responsibilities to train all on site teams in EMP rules, regulations and process]

17. CONSTRUCTION PHASE

17.1. Social Considerations

[specify risks & procedures]

17.2. Appropriate Machinery

[specify risks & procedures]

17.3. Traffic Control

[specify risks & procedures]

17.4. Construction Materials

[specify what materials may be used and storage areas]

17.5. Waste Management

[specify waste management processes and storage areas]

17.6. Stormwater

[specify risks & procedures]

17.7. Fire Safety

[specify risks & procedures]

17.8. Safety and First Aid

[specify risks & procedures]

17.9. Air Quality

[specify risks & procedures]

17.10. Water Quality

[specify risks & procedures]

17.11. Noise Pollution

[specify risks & procedures]

17.12. Blasting/Drilling/Demolitions

[specify risks & procedures]

17.13. Light Pollution

[specify risks & procedures]

18. POST CONSTRUCTION

18.1. Final Site Clearance

[specify risks & procedures]

18.2. Rehabilitation

[specify risks & procedures]

19. OPERATIONAL PHASE

Specify management actions and schedules required during facility operational phase. These should be included in the Reserve Management plan.

19.1. Waste Management

[specify risks & procedures]

19.2. Water Use Management

[specify risks & procedures]

19.3. Natural Water Feature Management

[specify risks & procedures]

19.4. Energy Management

[specify risks & procedures]

19.5. Light Pollution

[specify risks & procedures]

19.6. Visual Impact Management

[specify risks & procedures]

19.7. Natural Environment Management

[specify risks & procedures]

19.8. Noise Pollution

[specify risks & procedures]

19.9. Emergency Management

[specify risks & procedures]

19.10. Transport

[specify risks & procedures]

20. DECOMMISSIONING PHASE

Specify procedures required when the site is to be decommissioned

- 20.1. *Waste Management***
- 20.2. *Noise Pollution***
- 20.3. *Site Clearance***
- 20.4. *Blasting/Drilling/Demolitions***
- 20.5. *Air Quality***
- 20.6. *Social Considerations***

**ANNEXURE 1: ENVIRONMENTAL MANAGEMENT PROGRAMME (EMP) –
AUDIT CHECKLIST**

To be completed at each visit of the ECO

[INSERT PROJECT + DATE] Construction Project	Date: _____
Name of Auditor: _____	Construction Representative: _____

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Vegetation Management					
1	Have construction activities remained within the designated working areas?				
2	Were all construction materials stored in the appropriate designated area?				
3	Have all decommissioned materials been removed from site?				
4	Has only the demarcated access route/s been used?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Oil Spills					
5	Are the necessary oil spill clean-up kits on site?				
6	Have any oil or diesel spills occurred on site?				
7	Have oil spills been reported to the Environmental Specialist via a flash report within 24 hours of the spills occurring?				
8	Have oil spills been managed according to the Standard for Oil Spill Clean-Up and Rehabilitation – ESKASABT0				
9	Is there a stock of oil remediation chemicals on site?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Erosion					
10	Have any complaints been received from CapeNature staff or adjoining property owners regarding occurrence of damage or erosion on their roads or properties as a result of construction activities?				
11	Were any signs of erosion visible during the audit?				
Topsoil Management					
12	Has all the topsoil been backfilled or levelled on site?				
Fire Management					
13	Are the emergency numbers available on site?				
14	Have any incidents of veld fires occurred?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
15	Is the sufficient fire fighting equipment on site? (usually this will be provided by CapeNature on reserves managed by us)				
Water Management					
16	Had any incidents of soil or water pollution occurred?				
17	If yes, was report issued within 24hrs to the ECO and reserve manager and CapeNature Ecological Planner?				
18	Was the incident investigated and recommendations implemented?				
19	Is there sufficient potable water available?				
20	Are there sufficient portable toilets available?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Social Issues					
21	Were any public complaints registered and actioned?				
Waste Management					
22	Are there sufficient waste bins on site?				
23	Does the waste bin have lids to prevent waste from blowing off?				
24	Was litter noted during site inspection?				
Use of cement and/or concrete					
25 a	Was any excess cement of concrete noted during the site inspection?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
25 b	Was there any evidence of site contamination by washing of cement or concrete equipment?				
Environmental Records					
26	Is a copy of Environmental Management Programme (EMP) available on site?				

ANNEXURE 2 - KEY SITE RULES DURING CONSTRUCTION

A copy of these rules must be posted at the site office and explained to all on-site staff by the ECO in addition to the more general conditions and procedures detailed above.

To ensure compliance with environmental best practise, as well as environmental legislation requirements, the following rules apply on site:

Demarcated work /construction areas

All construction staff and vehicles must stay within demarcated working areas at all times to prevent damage to natural habitats. These areas are shown on the map (pg XX) in the site office and by danger tape or fencing on the site.

Use of Cement or Concrete

Concrete has a large and permanent impact on soils in natural habitat and **concrete contamination will cause very high negative environmental impact**, therefore:

- Concrete and cement must only be mixed on existing concrete slabs demarcated for mixing or, or on edged mortar boards or in a suitable container;
- No spilling of concrete off of mixing areas may happen
- Concrete may not be mixed or stored directly on the ground under any circumstances;
- Any remains of the batch and concrete, either solid, or from washings, must be physically removed immediately and disposed of as hazardous waste.
- Washing of equipment must be done in a container away from the construction area to prevent any runoff of contaminated washing water. Extreme care must be taken to limit the amount of water contaminated by washing equipment to the minimum required. Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.

Water Quality and Wetland Habitat Protection

Under no circumstances must surface or ground water be polluted (oil, petrol, cleaning materials, incorrect herbicides usage, etc).

Fire safety, Air Quality

No fires may be made at all, including burning of waste material or any vegetation, may take place

Waste Management

No littering or illegal dumping of any waste material is to take place, especially plastics on site;

Provision must be made for the collection of all waste materials on site in suitable containers

If existing flush toilets are not available on site, temporary ablution facilities (i.e. Chemical toilets) must be made available and used. These should be placed at least 50m from any wetland or drainage line. Abluting anywhere other than in the toilet facilities available shall not be permitted (i.e. no abluting in the veld);

All recyclable material should (where economically viable) be re-used, returned or sold as scrap;

Servicing and cleaning of vehicles on site is strictly prohibited; and

During construction operations, no surplus cement or concrete may not be dumped on site, but shall be disposed of at a registered waste disposal site.

Prevention of road, fauna and habitat damage by vehicles

Drive at moderate speeds (slower than 15 km/hr) on access roads

Nature Reserve Protection

No animals, including mammals, birds, snakes, and invertebrates may be harmed or killed.

No plants outside of demarcated work areas may be damaged. No firewood may be collected.

No fences or gates of property owners must be damaged. Gates must be kept closed at any times specified by the reserve manger;

Soil erosion must be prevented at all times along access road. Vehicle movement should be kept to a minimum during rain to avoid damage to access roads;

No fires may be made anywhere in a Nature Reserve or on adjoining properties.

Other

Members of the public visiting the Nature Reserve and surrounding property owners or occupiers must be treated with respect and courtesy at all times;

ANNEXURE 3: NATIONAL ENVIRONMENTAL MANAGEMENT ACT PRINCIPLES

The NEMA Principles states that sustainable development requires the consideration of all relevant factors including the following:

- *Disturbance of ecosystems and loss of biological diversity must be prevented, or, where they cannot be altogether avoided, must be minimised and remedied;*
- *Pollution and degradation of the environment must be avoided, or, where they cannot be altogether avoided, must be minimised and remedied;*
- *Disturbance of landscapes and sites that constitute the nation's cultural heritage must be avoided, or where it cannot be altogether avoided, must be minimised and remedied;*
- *Waste must be avoided, or where it cannot be altogether avoided, minimised and re-used or recycled where possible and otherwise dispose of in a responsible manner;*
- *Use and exploitation of non-renewable natural resources must be responsible and equitable, and take into account the consequences of the depletion of the resource;*
- *Development, use and exploitation of renewable resources and the ecosystems of which they are part must not exceed the level beyond which their integrity is jeopardised;*
- *A risk-averse and cautious approach must be applied, that takes into account the limits of current knowledge about the consequences of decisions and actions; and*
- *Negative impacts on the environment and on people's environmental rights must be anticipated and prevented, and where they cannot be altogether prevented, must be minimised and remedied.*



Project Health and Safety Specification

In terms of Construction Regulations 2014

Client

CAPE NATURE

Description of Project Works

**CT0466-TWEEDE TOL PV - INSTALL A NEW
PHOTOVOLTAIC (PV) SOLAR SYSTEM TO
REPLACE THE EXISTING PV SYSTEM**

Project Location

**TWEEDE TOL CAMPSITE, LOCATED WITHIN THE
LIMIETBERG NATURE RESERVE (33°34'13.0"S,
19°08'17.9"E**

Preparation Date

NOVEMBER 2025

Project Health and Safety Specification developed by:

Mark Winter PrCHSA, (SACPCMP)
Safe Working Practice (Cape Town) Pty Ltd
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PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

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

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

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;



"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

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

"construction work permit" means a document issued in terms of regulation 3;

"Contractor" means an Employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, Principal Contractor, or a Contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

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

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

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

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

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;



"fall protection plan" means a documented plan, which includes and provides for -

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

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"Principal Contractor" means an Employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

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



"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

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

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

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

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

- Tender documents
- Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as Employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.



The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by Contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the Contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, Contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the Contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.



1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Safety Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential Principal Contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the Principal Contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all Contractors appointed by the Client to enable each of those Contractors to comply with the regulations
- Ensure, before work commences, that every Principal Contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each Principal Contractor in writing for the project, or part thereof
- Discuss and negotiate with the Principal Contractor the contents of the Principal Contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the Principal Contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the Principal Contractor within 7 days after the audit
- Stop any Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the Principal Contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the Principal Contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the Principal Contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one Principal Contractor is appointed, the Client must take reasonable steps to ensure co-operation between all Principal Contractors and Contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the Contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.



1.5 PROJECT DIRECTORY		
Project Client	Cape Nature	Tel: 087 087 3175 Cell: 082 303 7462
Contact Person	Ramese Mathews	e-mail: rmathews@capenature.co.za
Project Manager and Electrical Engineer	Buhrman Consulting Engineers	Tel: 021 930 4934 Cell: 072 301 0008
Contact Person	Satheesh Bissessur	e-mail: satheesh@buhrmannce.co.za CC- braam@buhrmannce.co.za
Electrical Engineer	Buhrman Consulting Engineers	Tel: 021 930 4934 Cell: 072 301 0008
Contact Person	Satheesh Bissessur	e-mail: satheesh@buhrmannce.co.za
Construction Safety Agent	Safe Working Practice	Tel: 021 701 0470 Cell: 071 603 2213
Contact Person	Mark Winter	e-mail: markw@safeppractice.co.za

OTHER PARTIES DIRECTORY	
Department of Labour WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 e-mail: fezeka.ngalo@labour.gov.za Cell: 083 365 0681
Telecommunications, Water, Gas and Electricity Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager.	

1.6 PROJECT DETAILS
Description of Works Installation of a new photovoltaic (PV) solar system to replace the existing PV system that was damaged and removed as a result of vandalism and theft at the Tweede Tol Campsite, located within the Limietberg Nature Reserve (33°34'13.0"S, 19°08'17.9"E). The PV solar system shall be installed at the ablution facility located at the rear of the campsite and shall supply power to both the rear and entrance ablution facilities, the security office near the site entrance, and the street lighting within the campsite. There is no grid power available on site.



- Site set up
- Provision of materials and other resources for the project
- Removal of old mounting structure
- The new PV panels to be mounted flat on the building's roof in 5 rows of 4 panels each.
- The array will be configured into three strings: two strings of six panels and one string of eight panels.
- The inverter will tie into the existing DBs by the campsite ablutions and must be wall-mounted near the existing DB.
- Distribution Boards - New feeds for the security system and the fire detection system to be installed in the campsite ablutions DB. New DBs to be supplied and installed for the reception ablutions and security office.
- Cabling
- Lighting Servicing - campsite lighting must be serviced and repaired to ensure full functionality and compliance with electrical standards.
- DC systems
- Gate to be installed at the entrance to the DB room, and the locking mechanism on the building's entrance gate to be upgraded.
- Install an offline CCTV camera system.
- Fire detection system to be installed in the campsite ablutions facility.
- Electrical commissioning
- etc

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Anticipated Construction Duration

8 weeks

Provisional Start Date

January 2026

Completion Date

28th February 2026

Construction Work Permit Required for the Project?

No

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

- Members of public, client's staff and road traffic present. Premises will be occupied and site is located in an existing resort, which will be in use by the public during the construction works. Children are likely to be present and public safety is paramount.
- Live services present
- Windy conditions are to be expected, may have an effect on the safety of working on roof.
- Premises is fenced off.
- May be risk of theft and security as previous equipment stolen and vandalised.



Overhead, Above Ground and Underground Services crossing the site:

Overhead: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services.

Underground: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services. Services present.

Ground level: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services. Services present.

Service Drawings available: No

Wayleaves required: Yes.

Isolations required: No.

Existing structures and surrounding land use (with a significant impact on Health & Safety):

- Members of public, client's staff and road traffic present. Premises will be occupied and site is located at existing resort and is a popular visiting spot. Children are likely to be present.

Existing ground conditions and ground survey report:

- No Geotech report available
- Maximum excavation depth 600mm
- No shoring or dewatering required
- No known soil contamination issues

Existing Traffic Systems

Condition: Existing two way surfaced roads

Restrictions to access: None known.

Speed restrictions: Max 20kph on site, may have to be reduced in trafficked areas.

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Designer and Safety Agent:

Use of delivery or support trucks used for the delivery and removal of material and equipment on open roadways – plant must be effectively separated from members of public and unauthorised personnel. Flag persons / Banksman wearing high visibility clothing to be in place as required. Exclusion zone to be in operation when the support vehicles are in use next to the roadways.

Live services – services may be present in the works areas. All necessary precautions must be taken to prevent accidental contact with these services. All services to be treated as live.



Members of the public and road traffic – members of public and road traffic will be present at interface with site, also the resort will remain open to staff and public. The health and safety of members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site and to protect members of the public from any dangers associated with the construction works being undertaken. Existing roads will remain open during works. Construction activities may not block fire routes and exits.

Lifting Operations – all operators must provide copies of their up to date competency and medical certificates and driver's license. Loads must be slung by person with appropriate training and competence. Daily plant inspection registers to be completed and records kept in the safety file. Valid load test certificates and record of inspections by competent personnel must be available and maintained throughout the project. Rotating amber lights and reverse alarms to be active when operating all plant on site. Plant must be effectively separated from members of public and unauthorised personnel. Use trained flag persons as applicable. Exclusion zone under lifting operations to be enforced particularly where there is a risk of any PC panels falling to ground from roof or from position of lifting operations.as applicable. Particular attention must be paid to lifting operations in windy conditions.

Working at height and use of scaffold (up to 4m) - all access equipment to be built and maintained in a safe condition by competent and trained personnel. Any scaffold structures must be built as per the SANS Regulations. A Fall Protection Plan and Rescue Plan will be required for approval prior to commencement of any activities at height. All workers must have Fall Protection Plan training in the form of a toolbox talk with a signed register of attendance. Workers working at height must have appropriate and sufficient safety equipment. Safety harnesses with securely attached lanyards must be worn in areas where safety while working at height cannot be assured by other means. Edge protection in the form of guard rails and toe boards must be in place to prevent materials and people from falling. Note that exclusion zones under the works at ground level will be required when working overhead vehicle or pedestrian trafficked areas.

Noise and Dust control: Measures to be put in place by the appointed Contractor to minimize the dust and noise on site. Contractor must take sufficient steps to reduce the production of noise and dust.

Electrical work may only be undertaken after the requisite isolations and permits have been obtained and all required safety measures are in place. All required personal protective equipment must be worn. Live commissioning may only be undertaken by trained and competent Contractor's personnel who are authorised and supervised by competent personnel provided by the Contractor, and, if so identified, the project client and professional team. There is a risk of electrocution if adequate control measures are not in place by the contractor.

Hot works – All hot works will require a method statement. A permit to use equipment is required after it has been inspected and found to be in good condition and task specific documents are in place. All hot works will require a fire extinguisher at less than 20 meters on hand.

Other construction hazards that the Contractor can reasonably expect are as follows:

Cutting Off Disc
Excavations - shallow
Electric Tools and Electrical Installations
Flammable Liquids / Gas
Hand tools
Manual Handling of General Items
Plant/Vehicle and Equipment Operation
Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.



ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Construction Phase Method Statements

- Working at Height
- Lifting operations.
- Electrical commissioning
- Hot works
- Public protection
- Other operations requiring method statements will be advised during the project.

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Contractor to liaise with project management

Permit to Enter Excavations: n/a

Road Works Permit: n/a

Permit to Work with Electricity: Contractor to liaise with project management

Confined Space Permit: n/a

Hot Works Permit: Yes, Principal Contractor is to formally manage all hot works.

Permit to Work under Power Lines: TBA

Blasting: n/a

Client issued permit for work in restricted areas: n/a

Temporary Works: n/a.

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.

The requirement for this site is that a part time Safety Officer be appointed by the Contractor. Part time Safety Officer must visit site at least monthly.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The Contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A Principal Contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager



an alternate competent person must be appointed by the Principal Contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

PLEASE NOTE THAT WHERE A PRINCIPAL CONTRACTOR HAS APPOINTED A CONTRACTOR (SUB CONTRACTOR) TO CARRY OUT WORKS THERE MUST STILL BE A CONSTRUCTION MANAGER PROVIDED ON SITE ON A FULL TIME BASIS.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

Minor road traffic accommodation may be required for safe movements of construction vehicles manouvering around the site (both the contractor and the client's/other members of public vehicles).

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind.

The open nature of the site works will not preclude any of the above.

Summers could be extreme heat and winters cold, wind, poor visibility, high water table, nearby proximity to veld fires, etc.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles: Via existing roads

Access to site by Construction Workers and Visitors: As above. All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

NOTE - THERE IS NO ACCOMMODATION AVAILABLE FOR THE CONTRACTOR ON SITE, SO THE CONTRACTOR MUST SUPPLY FOR THEIR OWN ACCOMMODATION. THERE IS NO POWER ON SITE, THE CONTRACTOR MUST SUPPLY THEIR OWN POWER.

Site camp location and set up

- **Restrictions / requirements:** Storage in designated areas only.
- **Storage areas:** Storage areas are to be fenced off.
- **Security:** Site camp Security provision will be the principal contractors' responsibility

Location of camp and storage areas will be approved by the client. Position and layouts will be approved prior to construction by client and with SWP considerations.

Contractor to advise in consultation with Professional Team regarding any additional matters.

Ablutions and Welfare Arrangements – NOTE THAT EXISTING FACILITIES ON SITE MAY BE USED BY THE CONTRACTOR, OTHERWISE:

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Please note that toilets should



be provided with built in facilities for hand washing:

- **Toilets:** Contractor to arrange for mobile facilities.
- **Washing facilities:** Contractor to arrange.
- **Drinking Water:** Contractor to arrange potable water supply for site.
- **Shelter:** As per Regulation.
- **Showers:** As per Regulation.

Chemical toilets, washing facilities, drinking water, electricity, shelter, mess, etc will be the principal contractors responsibility.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public way must be fenced off and have controlled access points.

Existing property fencing around perimeter.

If applicable, Site camp / site yard is to be fenced off with 1.8m fence panels and be access controlled. Work areas to be fenced off at perimeter with minimum orange plastic barrier mesh fencing.

The contractor must fence off the works area against unauthorised access, particularly by members of public.

Warning Notices: Construction warning signage must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes.

Safety Harnesses: As per contractor's risk assessment.

Hard Hats: As per contractor's risk assessment.

Reflective Vests: Yes.

Goggles / gloves / ear defenders / respiratory protection: Yes, as per contractor's risk assessment.

Safety Footwear: Yes.

Specialist Equipment (e.g. for confined Spaces): As per contractor's risk assessment..



HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Fuels (Petrol & Diesel) – Oils – Solvents - etc

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

The health and safety of client's staff and other members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site and to protect members of the public from any dangers associated with the construction works being undertaken.

The following Client safety rules and/or requirements are to be observed:

As a minimum, all workers are to receive induction prior to commencement of work on site. Other safety rules and requirements to be advised at induction. Please also refer to tender document.

The following to be noted in particular:

- PPE to be worn at all times.
- Toilets to be utilized for urinating. Not against poles, structures, in bushes etc. (Fines to be issued for non-compliance)
- Fire safety practices area to be observed.
- Construction areas are to be secured against unauthorised access

Restrictions on times, access or other restrictions by Client

Please refer to tender document.
Other restrictions may be advised at induction.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project.

All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all Contractors as well as their close out reports



- List of all Contractors who worked on site
- Letters of safety plan approval of Contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other Contractor, in order to ensure compliance with the provisions of the Act –
 - provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;



- ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each Contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
- stop any Contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely;
- discuss and negotiate with the Contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the Principal Contractor and Contractor's health and safety plan is available on request to an employee, an inspector, a Contractor, the Client, or the Client's Safety Agent;
- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A Contractor must prior to performing any construction work-

- provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the Principal Contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor;
- before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act;



- as far as is reasonably practicable, promptly provide the Principal Contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a Contractor appoints another Contractor to perform construction work, the duties that apply to the Principal Contractor will apply to the Contractor as if he or she were the Principal Contractor.

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

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

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

A Contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A Principal Contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No Contractors may be left unsupervised on site by the Principal Contractor.

A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

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



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

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

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

Where the Contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the Employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the Contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

Not thought to be applicable.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).



2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

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

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

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

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

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

The Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**



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

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any Contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

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

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the Contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.



2.13 Medical Certificate of Fitness

The Contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

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

2.14.1 Induction

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

2.14.2 Awareness

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

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

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

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.



2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, 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 shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. 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.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.



2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all Contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the Contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A Contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile



- plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A Contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A Contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –



- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A Contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the Contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments

Not thought to be applicable.

2.30 Fire precautions on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and



- adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A Contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Sufficient clean water for all employees. 500ml to each employee every hour.

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

2.32 Fall protection

The Contractor must:

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

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and



- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

Not thought to be applicable.

2.34 Excavation – maximum 600mm deep

Works must be protected from being risk to public. Barriers will be required, as well as safety signage.

2.35 Demolition Work

Not thought to be applicable.

2.36 Tunnelling

Not thought to be applicable to this project.

2.37 Scaffolding

Not thought to be applicable to this project.

2.38 Bulk mixing plant

Not thought to be applicable to this project.

2.39 Rope Access Work

Not thought to be applicable to this project.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the Contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.



- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- 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 was given.

The Health and Safety 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 MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

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

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not thought to be applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

Not thought to be applicable to this project.



2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- 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
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The 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.



2.49 General Machinery

The 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.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The 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.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

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

2.53 Night Work

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

2.54 Environmental Conditions and Flora and Fauna

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

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite 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 (pores) e.g. painting or use of thinners.

The Contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

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

2.56 Suspended Platforms

Not thought to be applicable to this project.

2.57 Material Hoists

Not thought to be applicable.

2.58 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

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

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are-
 - controlled and done in writing by a person having been appointed in writing for that purpose; and
 - recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.



2.59 Confined Spaces

Not thought to be applicable.

2.60 Alcohol and drugs (GSR 2)

1. A Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An Employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance with GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / lifelines to be used, all as applicable.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

Working at Height Training Requirements

All employees who are required to work at height shall:

- Be trained in accordance with Regulation 10(2)(d) and 10(2)(e) of the Construction Regulations, 2014 under the Occupational Health and Safety Act (Act 85 of 1993).
Receive instruction on the safe use of fall protection systems, procedures to be followed while working at height, and relevant emergency/rescue plans.
Undergo this training prior to performing any work at height and thereafter at intervals not exceeding two years, or more frequently where work processes or risks change.
- **Competency of Training Provider**
Training must be conducted by a competent person, as defined by the OHS Act, who possesses: The necessary knowledge, experience, and qualifications in fall protection; and Recognition from a suitable industry body or authority, such as an accredited SETA, or a QCTO-approved provider.
- **Records and Verification**
Contractors shall maintain documented proof of training for each employee working at height.



These records must be available on request for inspection by the client or designated safety officer.

2.62 Traffic Accommodation

Minor road traffic accommodation may be required for safe movements of construction vehicles manoeuvring around the site (both the contractor and the client's/members of public vehicles).

2.63 Ventilation and Lighting in the Work Place

Every Employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the Employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every Employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The Contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The Contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The Contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.64 Nuclear Density Gauge (Troxler)

Not thought to be applicable.

2.65 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any Employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An Employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An Employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
 - an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An Employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or



- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the Employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An Employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

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Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief 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.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The Contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the Employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993



ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.



No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal Contractor must state what health and safety procedures they will use to assess the competence and resources of their Contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and control measures.
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.



No	Item	Notes
32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.



ANNEXURE B – LEGAL APPOINTMENTS
The Contractor shall make the following appointments, as required:
Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))



ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position. Clear working area Correct grade of blade must be used. Good ventilation to be provided (forced if necessary). Changing of wheels to be by competent persons only Cut off discs must not be used for grinding (grinding disc thicker) Bystanders to wear hearing protection, as applicable
2.	Electrical Commissioning	Electric shock	<ul style="list-style-type: none"> Personnel to comply with permits to work issued by Client Personal protective equipment to be worn by employees to prevent electric shock First aid treatment to be readily available Only competent and trained persons may decommission or commission electrical equipment
3.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person
4.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. No fires to be lit on site. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
5.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
6.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safety Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE



	HAZARD	RISK	MINIMUM CONTROL MEASURES
7.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> • Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc.
8.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> • Personal Protective Equipment to include eye, skin, and hearing protection • Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
9.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> • Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc.) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
10.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Ensure good housekeeping against tripping/fall hazards. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
11.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> • Barriers and signage to be in place • Workers must warn away any members of public from the works • Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public • Traffic turning into site – traffic management and signage as required. • Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible • Refer to plant risk assessment for details on plant safety precautions • NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND MEMBERS OF PUBLIC / CLIENT'S STAFF MUST BE AGREED.
12.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> • Wear respiratory and hearing protection • Dampen down and minimise dust where possible.
13.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> • Implement traffic protection measures • Trained and competent operators must be used • Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. • Medical certificates of fitness required for construction plant. • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. • Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.
14.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°

