



Note to Quantity Surveyor

Failure, by the Tenderer, to price the items indicated below individually or per item will result in the Tender being deemed non-responsive. The legal requirements contemplated in the Construction Regulations (CR) 5(1)(g):

"A Client must ensure that potential principal contractors submitting tenders, have made adequate provision for the cost of health and safety measures" and CR 5(1)(h)

"A client must ensure that principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely"

Shall apply and will be used to motivate the disqualification of the Tender. The contractor's attention is further drawn to Section 41 of the **Occupational Health and Safety Act No. 85 of 1993: This Act not affected by agreements**

Subject to the provisions of Sections 10 (4) and 37 (2), a provision of this Act or a condition specified in any notice or direction issued there under or subject to which exemption was granted to any person under Section 40, shall not be affected by any condition of any agreement, whether such agreement was entered into before or after the commencement of this Act or before or after the imposition of any such condition, as the case may be.

Note to Principal Contractor and Quantity Surveyor

Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), read with Construction Regulations 2014, other relevant Regulations, the Disaster Management Act, (57 OF 2002) read with COVID-19 Regulations. It is imperative for the Contractor to familiarize him/herself on the Client's project specific requirements defined in the Project Specific Safety and Health and Environmental Specifications. The pricing schedule must also consider adequate provisions including Contractors that will be accountable to the Principal Contractor.

After pricing of the health and safety bill of quantities, the **Contractor** must sign the **Certificate of Acquaintance** as evidence that he is au fait regarding the contents, obligations and demands of the **Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant**

Regulations and Standards as well as project specific Health & Safety specifications. Failure, by the Tenderer, to sign the Certificate of Acquaintance may result in the Tender being deemed non-responsive.

	Description	Unit	Qty	Rate	Total
1	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals	item	1		
2	Allow for the preparation and approval of project-specific Safety, Health and Environmental Plan/s & File [CR 7(1)(a)]	item	1		
3	Allow for the implementation and maintenance of project-specific specific Safety, Health and Environmental Plan/s [CR 7]	Months	12		
4	Allow for the appointment of a full-time Construction Health & Safety Officer or Manager (CHSO/M) registered with SACPCMP to assist in the control of all health and safety related aspects on site as per [CR 8(5)]				
5	Allow for the appointment of a full-time Environmental Officer to assist in the control of all environmental related aspects on site during construction.	Months	12		
6	Allow for the appointment of a full-time Construction Environmental Officer (EO) to assist in the control of all environmental related aspects on site	Months	12		
7	Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site as per [CR 8(1) & CR 8(7)]	Months	12		
8	Allow for provision of communication facilities for the appointed CHSO/M/EO i.e. desktop/laptop, cellphone etc	Months	12		
9	Allow for provision of Basic Emergency Preparedness and Response equipment & at least one First Aider Level 3	Months	12		
10	Provide, supply and maintenance for <u>each</u> employee the following SANS approved personal protective equipment & clothing dependent on site-specific risk assessments:				
10.1	Hard Hats (High Density polyethylene, & 6-point lining)	No	1		

10.2	Overall/work suit (100% Cotton)	No	1		
10.3	Safety boots/shoes (Steel-Toe)	No	1		
10.4	Hand protection	No	1		
10.5	Hearing protection	No	1		
10.6	Respiratory protection e.g. dust masks (at least FF2 type), respirators	No	1		
10.7	Face or Eye protection	No	1		
10.8	High visibility reflective vests and/or bibs	No	1		
10.9	Personal fall arrest and rescue equipment with associated equipment	No	1		
10.10	Temporary handrails, toe boards other than for access scaffolding	Meters	m ²		
10.11	Temporary warning signage and symbols	No	1		
10.12	SANS approved safety netting (orange color with minimum of 1,2 meters high)	Meters	m ²		
10.13	Provision for the supply and maintenance of Road Traffic Signs as in terms of the South African Road Traffic Signs Manual complete	No	1		
10.14	Other PPE	No	1		
11	HEALTH AND SAFETY EDUCATION				
11.1	Allow for Pre-employment medical examinations	item	1		
11.2	Allow for Periodic medical examinations (over 12 months period)	item	1		
11.3	Allow for exit medical examinations before demobilization	item	1		
11.4	Allow for HIV/AIDS awareness and Implementation programmes, including STI, and TB etc	Months	12		
11.5	Allow for all compulsory health and safety awareness programme (e.g., inductions, toolbox talks, safety promotions, H&S related training, etc.)	Months	12		

12	ENVIRONMENTAL				
12.1	Provide for adequate handling and storage of materials to minimize contamination of ground, air or water.	Months	12		
12.2	Provide for the adequate safe collection and disposal of waste material from site by an approved method.	Months	12		
12.3	Provide Site Establishment Facilities and Eating Area for workers	item	1		
12.4	Provide for landscaping and rehabilitation on completion of site disturbed areas and temporary access routes not covered by construction area	item	1		
12.5	Maintenance of alien vegetation or landscaping specifications upon completion of construction work and during defects liability	item	1		
12.6	Provide for stockpiling of topsoil for re-use	item	1		
13	COMPULSORY BREAKDOWN FOR THE ADJUSTMENT OF PRELIMINARIES				
13.1	Value Related	Item			
13.2	Fixed Value Related	Item			
13.3	Time Related	Item			
	TOTAL				

CERTIFICATE OF ACQUITTANCE WITH TENDER DOCUMENTS

Name of Company _____

I/We _____

Hereby certify that I/we acquainted ourselves with the Health and Safety Act 85 of 1993 as well as the Construction Regulations, 2014 and all conditions contained herein as laid down by the State for the carrying out of construction work for which I/We submit our response.

I/We further agree that the State shall recognise no claim from me/us for relief based on allegations that I/We overlooked any tender requirements or failed to consider the purpose of completing the documentation as required.

Signed at _____ on this the _____ day of _____ 2026.

WITNESS

NAME IN BLOCK LETTERS

For and on behalf of Contractor

Contractors Signature

I.D of Signatory



BASELINE RISK ASSESSMENT:

BASELINE RISK ASSESSMENT FOR THE FOR THE
CONSTRUCTION OF EXTERNAL ELECTRICAL BULK
INFRASTRUCTURE FOR PHASE 1, NKOMAZI SPECIAL
ECONOMIC ZONE AT KOMATIPOORT, MPUMALANGA
PROVINCE

Risk Assessment N^o

CDC-SBU-BRA-118-26

Classification: Public

03 August 2026

DOCUMENT INFORMATION SHEET

Title of Document : *Baseline Risk Assessment*

Type of Document : *Baseline Risk Assessment for the for the Construction of External Electrical Bulk Infrastructure for Phase 1, Nkomazi Special Economic Zone at Komatipoort, Mpumalanga Province*

Document Number : *CDC-SBU-SPC-058-24*

Prepared by : *Siseko Gwavu*

Typed by : *Siseko Gwavu*

Business Unit : *SBU – Nkomazi Special Economic Zone*

Prepared for : *Bidders*

Date of Issue : *03 August 2026*

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PROJECT NAME : **CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE
FOR PHASE 1, NKOMAZI SPECIAL ECONOMIC ZONE AT
KOMATIPOORT, MPUMALANGA PROVINCE**

DOCUMENT TITLE : **BASELINE RISK ASSESSMENT**

DOCUMENT No. : **CDC-SBU-BRA-118-26**

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 03 August 2026	Name: Siseko Gwavu	Name: Siyabulela Mabi	Name: Siseko Gwavu
	Signature:	Signature:	Signature:

Distribution:	Nkomazi Special Economic Zone
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REVISION CHART

REVISION	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:
Document Title	<i>Project Health and Safety Specification</i>		
Document Control Number	Revision		Issue Date

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
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CLIENT: INKOMAZI SPECIAL ECONOMIC ZONE

**PROJECT: CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR
PHASE 1, NKOMAZI SPECIAL ECONOMIC ZONE AT
KOMATIPOORT, MPUMALANGA PROVINCE**

CLIENT CONSTRUCTION BASELINE RISK ASSESSMENT

The intended scope of works is entailed in the **RFP** document, mainly focusing on the intended construction work of External Electrical Bulk Infrastructure for Phase 1, Nkomazi Special Economic Zone at Komatipoort, Mpumalanga Province. The works order entails newly construction of bulk electrical infrastructure services and top structures. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the surrounding operational activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting (*where applicable*)

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Excavation of trenches/holes
- Ducting
- Backfilling of trenches

Building Works

- Demolition/dismantling of some existing structures
- Concrete works
- Brick and plastering work
- Glazing
- Joinery

- Working at heights
- Electrical installation
- Mechanical installation
- Article/substances Installations

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

The risk profile is identifying the key areas of risk exposure that the Client is highlighting to be considered by the respective Designers and Contractors as part of the construction, design, or operations of the units: The item on the risk profile are linked and a legal framework for compliance to such have been identified in the controls and SHE specification but not limited to:

- Constructing in a green or brown fields area within the site foot print
- Consideration of the environmental impact assessment to be prioritize especially on green fields
- Protection of species to be implemented e.g., flora, fauna etc
- Inclement weather conditions
- Exposure to moving equipment and interaction with other contractors
- Earth works and excavations
- Exposure to hot sources
- Dust, noise, vibration exposure

- Manual handling & related ergonomic stressors
- Working at heights, structural frame erections and roof sheeting
- Lifting and lowering operations
- Grinding, welding and cutting operations
- Electrical and mechanical installation
- Handling and storage of chemicals
- Ventilation limitations
- Illumination limitations
- Heat and Fire exposure
- Stacking and racking exposure
- Waste exposure and handling
- Safe walks and driveways onsite
- Commissioning risk exposures

The risks identified in this assessment relates to the Client's duties, the Designers and Contractors appointed on these projects will be required to develop a detailed baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works

No	Processes	Potential Hazards	Risk
1. 1	Lack of SHE planning and implementation	Not prioritizing SHE requirements at the appropriate stage of the project by internal and external teams	Negative impact on the client, possible cost implication for the identification of changes as required from an SHE compliance requirement. Project delays and legal liability
		Late involvement of Construction Health and Safety Practitioners in the project	Legal liability as a result of the risk not being adequately identified, managed and controlled on the project
		Pre-construction SHE management approvals conducted	Legal non-conformances and project delays resulting into cost implication
2. 2	Known/unknown services for water, electricity and sewer	Electrocution, sewer/water leaks	Disruptions to the project, shock, burns, death,
3. 3	Lack of geotechnical soil information knowledge	Excavations collapse and incorrect design rational used	Injuries, fatal, structural faults and property damages
4. 4	Poor management of social -economic risks	Exposure to unrest, crime on site	Injuries, damages and theft
5. 5	Access and transport on and to site	Unsafe transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-construction workers due easy unauthorized access.

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No	Processes	Potential Hazards	Risk
6. 6	Site camp erection & dismantling	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
7. 7	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
8. 8	Stacking & Storage	Moving storage or stacks (pipes, bricks)- picking off stacks	Falling objects or machinery- crush injuries
9. 9	Bush Clearing	Moving machinery, dust, and noise nuisance, snakes etc	Accidents, dust inhalation and NIHL, bites
10. 10	Protected flora and fauna	Illegal hunting of species or removal of red listed, as per the environmental legislations	Environmental non-conformance, fines or penalties, death, injuries, damages to species
11. 11	Grubbing and aggregate placement	Mobile plant and truck movement dust	Crush accidents- dust inhalation
12. 12	Layer earth works	Transportation, traffic control	Motor vehicle accident and fatalities
		Use of compaction plant	Crush injuries- noise - vibration
13. 13	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site
14. 14	Noise exposure	Construction activities generating noise	Noise induce hearing loss
15. 15	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
16. 16	Exposure to radioactive source	Exposure and use to radioactive source	Acute radiation

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No	Processes	Potential Hazards	Risk
17. 17	Excavation works.	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse
18. 18	Pipe laying and road works	Unsafe lifting and lowering into excavations, mobile plant operations, dust, open excavations	Falling loads, falling into excavations, dust inhalation
19. 19	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping within the districts	Construction rubble polluting the environment, illegal dumping
20. 20	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries
21. 21	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer etc
22. 22	Temporary Flammable Stores	Inadequate temporary flammable store,	Fire risk resulting into property damage and injury to people
23. 23	Hauling of vegetation and soil material	Unauthorized clearing of vegetations and soil material, illegal dumping without approval by Agent and the NSEZ.	Pollution into the environment, illegal dumping
24. 24	Mobile plant operations	Mobile plant and truck movement	Accidents/Incidents
25. 25	Concrete works	Handling cement, concrete, heavy objects	Skin, eye chemical insult, ergonomic strain

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No	Processes	Potential Hazards	Risk
26. 26	General construction work, brick laying, carpentry etc	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock - fire
27. 27	Temporary work operations.	Collapse, incorrect temporary works erections Wind affecting the temporary work structures	Serious injuries- multiple persons- fatality
28. 28	Construction in operation	Hazardous activities and construction vehicle exposures, open trenches	Injuries to members of the public or community and users
29. 29	Structural steel erection	Ergonomic hazards Collapse Wind risk during erection affecting the material handling & temporary work structures Fall risks, drop risks	Strains Serious injuries- multiple persons- death
30. 30	Installation of Roofing, Ceiling	Ergonomic hazards Collapse of structure Wind risk affecting the material handling of roof- and cladding sheets Fall risks, drop risks	Strains Serious injuries- multiple persons- death
31. 31	Public Health and Safety, constructing at an operational area	Construction to be separated from the members of the public, construction material falling from heights, obstructing path and walk ways, unsafe site conditions	Scratches, fractures, skin, eye, respiratory impact, falls,
32. 32	Working at heights, placement of windows and air vents	Ergonomic hazards Collapse	Strains Serious injuries- multiple persons- fatality

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No	Processes	Potential Hazards	Risk
		Wind risk affecting material handling of roof- and cladding sheets	
33. 33	Electrical work.	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
	Installation of and working with high- and low-tension cables and equipment	Exposure to electricity by persons with lack of knowledge on safe work procedure	Shock Burns Fire, fatality Damage to property
	Installation of systems, distribution boards and equipment	Exposed wires Unauthorized people gaining access to DB board Faulty switches. Overloading of wiring, not following lock-out procedures Incompetent electrical installer	Electrocution Fire Property damage serious injuries/fatality.
	Install cable (surface)	Use of impact drill Noise. Striking or being struck by falling objects. Flying particles include dust. Use of hand/power tools. Contact with existing services.	Hearing loss if prolonged exposure to noise. Cuts. Eye injuries Cuts abrasions.
34. 34	Chasing into concrete using a grinder.	Exposure to dust, noise, particles, and vibration Contact with existing services. Fall from height. Use of incorrect blade.	Cuts Inhalation of dust. Hearing loss if prolonged exposure to noise. Eye injury. Fractures
	Mechanical works	Unsafe mechanical exposure	Entanglement, serious injuries, property damage
35. 35	Use of ladder	Collapsing –fall -drop	Severe injury- fatality

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No	Processes	Potential Hazards	Risk
36. 36	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness
37. 37	Demolition work. If required due to inadequate building quality	Exposure to unknown hazardous sources, structural collapse	Severe injury and fatality
38. 38	Community unrest	Unforeseen unrest from community members	Property damage, project delays
39. 39	Road usage and cleaning	Unsafe constructive vehicle operations,	Injuries to pedestrians and members of the public.
40. 40	Laydown areas	Delivery of construction material and equipment to site, incorrect storage of equipment's and material	Obstruction for operations and damaged to existing infrastructure
41. 41	Painting	Usage of paint and painting at heights	Fume inhalation, falling from heights
42. 42	Other risks dependent on the scope of works		

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Acknowledgement:

I, _____ representing _____ Principal
Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Client/Engineer/CHSA

Date



NKOMAZI SEZ

TREASURE OF OPPORTUNITIES

Department of Economic Development and Tourism

02 Eastern Boulevard, Riverside
Mbombela, 1201, South Africa



Portion 58 Farm, Komatipoort
Townlands 182 JU, Komatipoort, 1340



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SPECIFICATION:

HEALTH AND SAFETY SPECIFICATION FOR THE FOR THE
CONSTRUCTION OF EXTERNAL ELECTRICAL BULK
INFRASTRUCTURE FOR PHASE 1, NKOMAZI SPECIAL
ECONOMIC ZONE AT KOMATIPOORT, MPUMALANGA
PROVINCE

Specification N^o

CDC-SBU-SPC-203-26

Classification: Public

06 August 2026

Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee; Mr. T Mathebula; Ms. YD Mbane



DOCUMENT INFORMATION SHEET

Title of Document : *Project Health and Safety Specification*

Type of Document : *Occupational Health and Safety Site Specification
for the Construction of External Electrical Bulk
Infrastructure for Phase 1, Nkomazi Special
Economic Zone at Komatipoort, Mpumalanga
Province*

Document Number : *CDC-SBU-SPC-203-26*

Prepared by : *Siseko Gwavu*

Typed by : *Siseko Gwavu*

Business Unit : *SBU – Nkomazi Special Economic Zone*

Prepared for : *Bidders*

Date of Issue : *06 August 2026*

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PROJECT NAME : **CONSTRUCTION OF EXTERNAL ELECTRICAL BULK
INFRASTRUCTURE FOR PHASE 1, NKOMAZI SPECIAL ECONOMIC
ZONE AT

KOMATIPOORT, MPUMALANGA PROVINCE**

DOCUMENT TITLE : **PROJECT HEALTH AND SAFETY SPECIFICATION**

DOCUMENT No. : **CDC-SBU-SPC-203-26**

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date:	Name:	Name:	Name:
06 August 2026	Siseko Gwavu	Siyabulela Mabi	Siseko Gwavu
	Signature:	Signature:	Signature:

Distribution:	Nkomazi Special Economic Zone

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REVISION	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:
Document Title	<i>Project Health and Safety Specification</i>		
Document Control Number	Revision		Issue Date

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
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1 INTRODUCTION AND BACKGROUND

1.1 BACKGROUND TO THE OCCUPATIONAL H&S SPECIFICATION

The Employer, Nkomazi Special Economic Zone SOC Ltd (NSEZ), requires the Principal Contractor and all appointed Contractors to execute the Construction of External Electrical Bulk Infrastructure for Phase 1 at NSEZ, Komatipoort, Mpumalanga Province, in accordance with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) *read with* Construction Regulations (2014), Electrical Installation Regulations, Electrical Machinery Regulations and relevant legislation, ESKOM requirements, NRS requirements and relevant South African National Standards. This specification establishes the minimum Health and Safety requirements applicable to the Contractor during construction of:

- ✓ Construction of a 22 kV switching station, including associated civil works and provision for future 132/22 kV substation interface requirements.
- ✓ Connection to Eskom supply sources, including coordination, isolation, access and commissioning interfaces.
- ✓ Installation of underground medium-voltage cable networks for Phase 1.
- ✓ Installation of low-voltage reticulation, service connections and distribution infrastructure where required by the Works.
- ✓ Construction and installation of mini-substations, switch stations, kiosks, RMUs, transformer plinths and associated earthing systems.
- ✓ Cable trenching, ducting, sleeves, road crossings, draw pits, backfilling, compaction, cable markers and reinstatement.
- ✓ Street lighting, communication ducts, fibre ducts and associated civil works where included in the approved scope.
- ✓ Fencing, yard works, security facilities, testing, commissioning, energisation and handover of the electrical infrastructure.

Historically, the Building or Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act and Regulations, (OHS Act), Act (85 of 1993) has resulted in severe consequences for Health and Safety performance. The Nkomazi Special Economic Zone (NSEZ) is determined that the highest health and safety standards are implemented and full commitment from all parties to achieving best practices recognised internationally.

To achieve this goal the NSEZ has prepared and published a Project-Specific Occupational Health and Safety Specification for the ***Construction of External Electrical Bulk Infrastructure for Phase 1, Nkomazi Special Economic Zone at Komatipoort, Mpumalanga Province***. The OHSS sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the specific project. Management, supervision, and contractual responsibility for adhering to these requirements rests with Client/Consultants and

Contractor/s. All employees are encouraged to be pro-active in compliance. The NSEZ is committed in ensuring the highest health and safety norms and standards for all work undertaken during planning, production, and closeout stages.

1.2 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The purpose of the OHSS is to assist the Consultants/Contractors/Suppliers in achieving compliance with the OHS Act and Regulations and all relevant Legislation revolving the Contractor's scope of works and to reduce potential injuries in the workplace environment. The OHSS is a performance measurement to ensure all stakeholders such as the Client, Consultants, Contractors achieve an acceptable level of OHS performance.

Therefore, the Consultants/Contractors/Suppliers are at all times required to and will remain responsible to address all requirements of the OHS Act and Regulations and all relevant Legislation, norms and standards in the project health and safety plan and implementation thereof. The OHSS is a performance specification to ensure that the NSEZ and any bodies that enter into formal agreements with the NSEZ such as Consultants, Contractors achieve an acceptable level of OHS performance.

No advice of any document required by the OHSS for an example hazard identification and risk assessment, health and safety plan or any other form of communication from the NSEZ shall be interpreted as an acceptance by the NSEZ of any obligation that absolves the Consultants/Contractors from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the NSEZ which may result from the Consultants/Contractors failing to comply with the OHSS unless the NSEZ has issued an instruction to any requirement, i.e. the Consultants/Contractors remain responsible for achieving the required performance levels.

1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

This OHSS forms an integral part of the Contract, and Consultants/Contractors are required to make it an integral part of their Contracts with Consultants/Contractors and Suppliers. It will be disseminated by the NSEZ responsible person for the duration of the intended construction works.

The Consultants/Contractors shall **sign** a NSEZ acknowledgement area on the last page of this document that he /she has familiarised him / herself with the content of the OHSS and he / she shall comply with all his / her obligations in respect thereof. The successful Consultants/Contractors will be required to compile a project Health & Safety and Environmental File based on the requirements of the OHS Act and Regulations and relevant Legislation, which will need to be approved by the appointed NSEZ Safety Health and Environmental Project Manager prior commencement of intended construction work.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE OF WORKS

The intended scope of works is entailed in the **RFP** document, mainly focusing on the intended construction work of External Electrical Bulk Infrastructure for Phase 1, Nkomazi Special Economic Zone at Komatipoort, Mpumalanga Province. The works order entails newly construction of bulk electrical infrastructure services and top structures. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the surrounding operational activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting (*where applicable*)

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Excavation of trenches/holes
- Ducting
- Backfilling of trenches

Building Works

- Demolition/dismantling of some existing structures
- Concrete works
- Brick and plastering work
- Glazing
- Joinery

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- Working at heights
 - Electrical installation
 - Mechanical installation
 - Article/substances Installations

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
 - All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
 - Landscaping and rehabilitation of disturbed areas

2.2 INTERPRETATION

The OHSS contains clauses that are generally applicable to construction works and impose proactive controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the OHS Act is in addition to the requirements of the OHSS and is part of the Consultants or Contractors responsibility. The NSEZ will monitor that the Consultants/Contractors comply with the requirements of the OHS Act and will not prescribe to the Consultants/Contractors how such compliance is achieved.

2.3 DEFINITIONS

For the OHSS the definitions, acronyms given hereunder shall apply:

2.3.1 Construction Work (as defined in the Construction Regulations 2014)

means any work in connection with –

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

2.3.2 Hazard Identification and Risk Assessment and Risk Control -

Means a documented plan, which identifies hazards, assesses the risks and detailing.

2.3.3 Site-

Means the area in the possession of the Principal Contractor for the intended construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Engineer.

2.3.4 The OHS Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act and Regulations, Act (85 of 1993) promulgated there under.

2.3.5 NSEZ

Nkomazi Special Economic Zone SOC Ltd.

2.3.6 CDC

Coega Development Corporation

2.3.7 Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

2.3.8 Risk

Means a source of or the probability or likelihood that a hazard can result in injury or damage.

2.3.9 Principal Contractor's Responsible Person (Construction Manager) -definition from the Act

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.

2.3.10 Employer's Personnel

As defined in the relevant contract Documents.

2.3.11 OHSS

Occupational Health and Safety Specification

2.3.12 SHE

Safety, Health and Environment

2.3.13 DoEL

Department of Employment and Labour

2.4 GENERAL HEALTH AND SAFETY PROVISIONS

2.4.1 Application of Construction Work Permit

The Chief Inspector of DoEL granted a temporary exemption on the 26th July 2018, contemplated in (b) in terms of section 40 of the OHSA Act. read as follows –

a client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts from the 07th August 2018 and will –

-
1. exceeds 365 days and will involve more than 3600 person days of construction works,
 2. the tender value limit is grade 7, 8, or 9 of the Construction Industry Development Board (CIDB) grading.

The Client or appointed Construction Health and Safety Agent shall apply for the construction work permit certificate (CWPC) to the Provincial Director of the DoEL in the form of Annexure 1 of CR 2014 as regulated by the CR 3 within 30 days before the construction work commences. Application shall be submitted to the **Provincial Office** where the project will be implemented. A copy of the completed and signed application form is to be included in the SHE File with proof of submission and construction work permit certificate issued by the DoEL. For the purposes of the construction work permit process the appointed Construction Health and Safety Agent shall prepare permit SHE File with required documentation but not limited to the construction work guidelines and submit to the Client for approval before submitting to the DoEL. Once the CWPC has been issued, a copy of certificate will be issued to the Principal Contractor, and such certificate shall always be kept on site.

The Principal Contractor shall ensure that the **permit number** is conspicuously displayed at the site entrance. NB: No construction work may commence without a **valid construction work permit certificate** issued by DoEL. The CWPC shall not be transferrable to other sites.

2.4.2 Assignment of Principal Contractor's Construction Manager, Construction Health and Safety Officer and Construction Supervisor (CM/CHSO/CS) to manage and supervise Health and Safety on site.

The Principal Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work. The Principal Contractor shall submit CV's of the CM/CHSO/CS for approval by the NSEZ prior the commencement of work on site. Proof of competency is to be included with all appointments, in the form of C.V, ID copies and Qualification Certificates.

The Principal Contractor shall appoint a competent **Full-Time Construction Health and Safety Officer/Manager (CHSO/M) registered with SACPCMP** who has the minimum of five (05) of years of practical experience in the type of construction work associated with the construction project and shall be responsible for overseeing overall compliance of H&S matters on site. The successful Bidder (Principal Contractor/s) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP **upon award** and must have necessary competencies and resources to execute his or her duties. No candidate registration will be accepted.

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

The Principal Contractor shall submit a valid letter of good standing registered with the Compensation Fund or approved licensed Insurer. **In case of a JV award**, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licenced Insurer specified as the J/V entity for a specific duration. A valid letter of good standing copy shall be included in the Project SHE File, which will also be accompanied by the following listed policies below but not limited to:

- Occupational Health and Safety Policy
- Environmental Policy
- Substance Abuse Policy e.g. smoking, alcohol
- HIV Policy
- Code of Conduct and Disciplinary Code
- Other relevant policies

2.4.4 Health and Safety Organogram

The Principal Contractor shall submit a Project Site Specific Organogram in the SHE File, outlining the Health and Safety Site Team with their designation as required and related to the relevant responsible appointments by the OHS Act and Regulations. The site organogram shall clearly define the section or regulation of the OHS Act, full names, role and responsibilities assigned for and signed by both parties.

2.4.5 Risk Assessments

2.4.5.1 Baseline Risk Assessment

The Principal Contractor shall submit a baseline risk assessment, which shall form part of the health and safety plan and file. The Risk Methodology applied should follow the hierarchy of controls mitigation and must form part of the Risk Assessment and be included in the SHE File. Should the Principal Contractor commence work without approval of the baseline risk assessment, or should the baseline risk assessment not reflect the activities being undertaken, the NSEZ may instruct the work to be immediately stopped. Thereafter, the Principal Contractor will have no claim against the NSEZ in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

The risk assessment should include the following:

- (a) the identification of the risks and hazards to the health and safety to which persons may be exposed.
- (b) the analysis and evaluation of the hazards identified.
- (c) a documented plan and safe working procedures to mitigate, reduce or control the risks identified; and

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- (d) The monitoring and review plan of the risks and hazards.
 - (e) The relevant personal protective equipment or clothing.

The Principal Contractor shall ensure that all persons entering the site are informed of all hazards and associated risks on site; record of this is to be kept on the SHE File. The risk assessment should take into consideration of the project scope of works, with the key processes as specified on **clause 2.1** above. Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

2.4.5.2 Issue Based Risk Assessment

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

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

2.4.5.3 Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management. This should be conducted by frontline Supervisors on site and it is essential that formal training be provided to enable this process to be efficient. The Principal Contractor shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks.

The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication.

2.4.6 Health and Safety Representative(s)

The Principal Contractor shall ensure that at least one (1) or more of Health and Safety Representative(s) are / is elected and trained to carry out his / her functions pending on the number of employees per site. The appointment(s) must be in writing. The Health and Safety Representative(s) shall carry out regular inspection, keep records and report to the CM/CHSO/M/CS to take appropriate action. The Principal Contractor is required to elect and appoint a health and safety representative **regardless** of the number of employees on site. Such representative shall always be on site and report to the CHSO/M and Construction Management Representative.

2.4.7 Health and Safety Committee

Ensure that the Principal Contractor complies with the requirements of Section 19 of the Act. The Principal Contractor shall ensure that SHE Committee is established, and health and safety committee meetings are scheduled monthly pending on the number of employees per site or contract. All invited individuals shall be compelled to attend such meetings. The Principal Contractor shall ensure that health and safety committee meetings' minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person i.e. nominated Safety Coordinator.

2.4.8 Health and Safety Training

The Principal Contractor shall develop training needs or at project start-up ensure that identified people have attended the training on project risk profile and shall ensure copies of the certificates are within validity period and kept on the SHE File.

2.4.8.1 Induction

The Principal Contractor shall always conduct Project Site Specific Inductions to all employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the SHE File.

2.4.8.2 Awareness

The Principal Contractor shall conduct on site, DSTI's, periodic toolbox talks, preferably with their reasonable timeframe specified in the approved health and safety plan or pro-actively before any hazardous work takes place. The sessions shall cover the relevant activity and an attendance register must be completed and signed by all attendees. A record of who attended and the content of the topic will be kept on the site SHE File as evidence of training.

2.4.8.3 Competency

The Principal Contractor shall keep records of all competent persons in the SHE File and identify the training to be conducted, based on the Hazard Identification & Risk Assessment (HIRA) and keep certificates of training for reference.

2.4.8.4 General Record Keeping

The Principal Contractor shall keep and maintain SHE records to demonstrate compliance with the OHSS and the OHS Act. The Principal Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the NSEZ, or the Authorities' Inspectors.

2.4.8.5 General Inspection, Monitoring and Reporting

A schedule of inspections must be determined and its frequency to be included in the H&S plan, including responsible person. Inspection records and registers must be kept in the SHE File.

2.4.8.6 Internal Audits

The Principal Contractor shall conduct monthly SHE audits according to its project Health and Safety Management System, including the Contractor records, to ensure compliance with the OHS Act and OHSS. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.4.8.7 External Audits

The Appointed Construction Health and Safety Agent (CHSA) or NSEZ SHE PM or External Service Provider, shall conduct monthly inspections/audits on site. All documentation held by the Principal Contractor shall be available for auditing. The Principal Contractor shall provide any additional information required. The Principal Contractor is required to participate fully in the Audit. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrences.

2.4.8.8 Emergency Procedures

The Principal Contractor shall develop and submit a detailed Emergency Procedure and be kept in the SHE File. The procedure shall detail the response plan including the following key personnel:

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

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, damage of vital resources such as water and electricity etc. NB: a separate risk assessment and safe work procedure for the identification, location, exposure, and protection of existing services is required for submission, review and approval by the NSEZ SHE Project Manager via appointed CHSA with the relevant members of the Technical Team. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel.

2.4.8.9 First Aid Box and First Aid Equipment

The Principal Contractor shall ensure that it appoints a trained **First Aider(s)** Level 3 regardless of number of labourers on site. The appointed First Aider(s) are to be deemed competent or sent for accredited first aid training **before** starting on site. Valid certificates are to be kept on site. The Principal Contractors shall provide an onsite first aid box(es), adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified First Aider.

The Principal Contractor shall ensure that there is always a qualified First Aider within its establishment to attend on first aid injuries should incident occur on site.

2.4.8.10 Accident / Incident Recording, Reporting and Investigation

The Principal Contractor (PC) shall appoint a competent person in writing to conduct incident investigation should it occurs on site, investigate, record and report all incidents as per the OHS Act requirement. The Principal Contractor shall advise the CM, CHSA and NSEZ SHE PM and any relevant party immediately, followed up with a written preliminary investigation report, of any medical treatment cases, lost time, disabling incident or fatality within **24 hrs** of occurrence. In case of fatal incident, the PC is required not to temper with the scene until all relevant external stakeholders are onsite and give permission to do so. Full Incident Investigation Report is to be submitted to the NSEZ SHE PM via CHSA within **7 working days**, unless requested otherwise

2.4.8.11 Unanticipated Hazards (inclusive of adverse weather such as extreme rain, heat and cold).

The Principal Contractor shall immediately notify CM, CHSA and NSEZ SHE PM of any hazardous or potentially hazardous situations arising during the performance of activities. It will be upon the responsibility of the Contractor to stop any activities which may impose immediate danger to the employees due to exposure to the adverse weather conditions.

2.4.8.12 Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued **free** of charge. The Principal Contractor is to indicate procedure for the lost or stolen and worn out or damaged PPE. The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots
- Overall work suite
- Hand protection
- Hearing protection
- Face or Eye protection
- Masks

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- Hi-Viz Vest in cases where visibility is impaired.
 - Overhead protection e.g. hard hats
 - Corrective PPE shall be risk dependent.

2.4.8.13 Occupational Health and Safety Signage

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

2.4.8.14 Permits

The Principal Contractor shall implement a Permit to Work System. The permit to work system shall be granted by the Engineer or CHSA via NSEZ SHE PM prior commencement of activity. Listed below shall cover the following works but not limited to:

- Protection of identified species
- Use of explosives
- Lock out system
- Confined space
- Excavation works
- Public Holidays or Weekend works
- Water use
- Waste collection or disposals

2.4.8.15 Contractors

The Principal Contractor shall implement a Contractor Management System to ensure compliance to the OHS Act and OHSS. The Contractor Management System procedures are to be stipulated in the H&S Plan.

2.5 OCCUPATIONAL SAFETY

2.5.1 Storage of Materials/Equipment

The Principal Contractor shall store material or equipment at agreed identified site by the CM, CHSA and NSEZ SHE PM, any other areas will be prohibited. All materials shall be neatly stored in a designated laydown area within the confines of the Principal Contractor's allocated construction area.

2.5.2 Site Access, Speed Restrictions and Protection

The Principal Contractor shall ensure that the exact opening shall be discussed and agreed upon with the Client's representatives. The Principal Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). The speed limit is set to not exceed **40km/h** when entering the grounds/construction site.

2.5.3 Noise Induced Hearing Loss

Where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the H&S Plan. Proper planning and finding means of reducing noise levels concerning these activities is highly encouraged.

2.5.4 Hazardous Chemical Agents (HCA)

In addition to the requirements of the Regulations for Hazardous Chemical Agents (RHCA), the Principal Contractor must provide proof in the H&S Plan that:

- Safety Data Sheets (SDS's) of the relevant materials/hazardous chemical agents are available prior to use by the Principal Contractor. Mention should be made how the Principal Contractor is going to act according to special/unique requirements made in the relevant SDS's. All SDS's shall always be available for inspection by all relevant parties.
- Risk assessments are to be done when new HCA are introduced on site.
- How the relevant HCA's are being/going to be controlled by referring to:
 - Limiting the amount of HCA
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCA
 - Using engineering controls
 - Using appropriate written work procedures
 - The correct PPE is being used.
 - HCA are stored and transported in terms of regulations for hazardous chemical agents, 2021 and in according to SABS 072 and 0228.
 - Training with regards to these regulations is conducted.

The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the SDS and how to treat HCA incidents appropriately.

2.5.5 Asbestos work (*where applicable*)

The Principal Contractor/Contractor shall comply with the provisions of Asbestos Abatement Regulations, 2020 (amendments No. R.2092 dated 20 May 2022) should they have to work with asbestos related materials. No other than accredited Contractor to perform this activity.

2.6 PLANT AND MACHINERY

2.6.1 Construction Plant

Construction Plant encompasses all types of plants including but not limiting to machines and road vehicles with or without lifting equipment. It is envisaged that such plants will be used on this project, however, should the need arise, the Principal Contractor shall ensure that all plants comply with the requirements of the OHS Act. The Principal Contractor shall inspect and keep records of inspections of the plants/tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

2.6.2 Pressure Equipment or Gas Bottles Including Operations

Should such equipment be used, the Principal Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where Pressure equipment are used;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.6.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall provide adequate serviced firefighting equipment on site fully serviced. The Principal Contractor shall keep spares where applicable in replacement of expired firefighting equipment.

2.6.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this OHSS, shall apply. The Principal Contractor shall ensure that **Operators** hired with machinery have proof of competency to operate the type of machinery, proof of medical

certificate of fitness and undergo a health and safety induction, appropriate toolbox talks and be issued with the necessary PPE. All documentations must be kept in the SHE File.

2.6.5 Scaffolding / Elevated positions including roof work

The Principal Contractor shall ensure that a detailed fall protection plan and HIRA has been undertaken and submitted for approval by the CM before commencement of such activity on site. The Principal Contractor shall appoint and train scaffolding inspectors and erectors to ensure all scaffolding is erected according to SANS 10085.

2.6.6 Form and Support Work for Structures

Should the work require this type of work, the Principal Contractor shall ensure that formwork and support work structures are examined and checked for suitability by a competent Person, Structural Engineer, before use, during and after placement. Records of such examinations are to be kept on the SHE File.

2.6.7 Lifting Machine and Tackle

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

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

2.6.8 Ladders and Ladder work

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

2.6.9 General Machinery

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

2.6.10 Portable Electrical Tools / Explosive Power Tools

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

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

2.6.11 High Voltage Electrical Equipment and any electrical works

The Principal Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment that a SWP is drafted and approved by a competent person and the CHSA and that approval document to be kept in the SHE File.

Such SWP shall include relevant risk management procedures (e.g. Lock-out Procedure). The Principal Contractor shall communicate with the relevant representatives prior to commencement to any electrical works.

2.6.12 Public Health and Safety

Having been aware that the project is taking place in an combined areas the Principal 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 minimise those dangers. This should further be able to prevent any other incident that may expose risks to persons. Appropriate health and safety signage shall be always posted.

The Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The visitors to site shall go through a visitor's health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. A proof of such induction must be kept on the safety file for audit purposes.

2.6.13 Night Work

The Principal Contractor **shall not** undertake any night work without prior arrangement and a written permit from Employer's personnel. The Principal Contractor shall ensure that adequate lighting and ventilation are provided for all night work and failure to do so shall result in work being stopped.

NB: risk assessment to be revised should night works be approved.

2.6.14 Facilities for Safekeeping and Eating Area (Mess Room) for workers

The Principal Contractor shall provide facilities for safekeeping of their belongings, clean and hygienic eating area. The structure should be suitable for use of storage, seating and adverse for all weather conditions.

2.6.15 Transport of Workers

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

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

2.7 OCCUPATIONAL HEALTH

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

- Inhalation through breathing.;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin.

2.7.1 Medical Service (Pre/Periodic/Exit)

The Principal Contractor shall ensure that **all employees** are in position of valid medical examination certificates and certified fit for duty prior commencement of construction work. The medical examinations must be conducted in the form of Annexure 3 by an Occupational Health Practitioner as stipulated by Construction Regulations 2014 and fitness certificates must be kept in the SHE File.

2.7.2 HIV/Aids Programme

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

The HIV/Aids Awareness Programme Requirements:

- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/tool box talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

No Principal Contractor shall require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing. All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

2.8 PANDEMIC/ENDEMIC DISEASES

Construction sites operating during the Pandemic/Endemic diseases need to ensure they are protecting their workforce and minimising the risk of spread of infections. This includes an establishment if all employees are fit for works with no symptoms, it considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site. This project specific construction health and safety specification is intending to introduce consistent control measures on the construction site that will be in line with the Government's recommendations and ensure employers and individuals make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project.

Principal Contractor should take lead to ensure the requirements are implemented. However, it will be very critical that the PC shall make provisional sums for such situation to avoid delays to the project.

2.9 PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts and conditions or non-compliance with the PCs OHS Plan; neither the PC nor any other Principal Contractor or Contractor shall have a claim for extension of time or any other compensation. In cases of any **repetitive non-conformances**, the non-conforming party shall be penalised. All penalties shall be communicated to the Principal Contractor and the relevant Project Team Members should they be issued. The Principal Contractor will be expected to confirm receipt of such penalty/ies. The total fine amount as per penalties issued shall be tabled in the site meeting for noting purposes. All issued penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

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

Minor:	Medium:	Severe
Fine: R50/count	Fine: R500/count and a non-conformance	Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied	PPE not supplied	Principal Contractor working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors did not sign the records	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Non provision of signage
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous inspection and not addressed within the agreed time frame	Allow people to work with no proof of medical fitness certificate
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Poor Housekeeping	Failure to maintain housekeeping
		Principal Contractor working without Endemic/Pandemic diseases HS Plan approval

2.10 CLOSE - OUT REQUIREMENTS

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated SHE File (to be in electronic form) to the appointed NSEZ SHE PM via appointed Construction Health and Safety Agent, confirming the SHE history of the project. The closeout SHE File is expected within **21 days** of practical completion.

The following **summary** of information is required in the file, but not limited to:

- Completed SHE File
- Health and Safety Specification
- Baseline Risk Assessment
- Project Environmental Specification
- Contractual documentation i.e. appointments, acceptances, SLAs
- CWPC
- Letter of good standing/s
- Appointments/agreements in terms of Sections and Regulations of the Acts
- Permit certificate/s
- SHE inspection/audit reports
- Records of training
- Registers, certificates, and manuals
- Records of incidents/accident
- WCA Claims
- Total Man-hours and DIFR
- Environmental rehabilitation status
- Copies of Medical Certificates of all employees that worked on the project.
- SHE Non conformances (current/outstanding)
- Copies of all Hazardous Waste Disposal Certificates

Handover of the consolidated SHE File can only commence once all personnel has been demobilized and nil man-hours are recorded on site. All Contractors accountable to the PC are expected to complete and submit their close-out SHE Files upon completion of their work to the appointed CHSA for approval prior to leaving the construction site. The NSEZ SHE PM will evaluate the SHE performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated file.

Acknowledgement:

I, _____ representing

_____ Principal Contractor have
satisfied myself with the content of the Occupational Health and Safety Specification (OHSS)
and shall ensure that the personnel and other people visiting site comply with all relevant
obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of /Client/Engineer/CHSA

Date

Comments:



NKOMAZI SEZ
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EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS FOR CONSTRUCTION AT THE NKOMAZI SPECIAL ECONOMIC ZONE

REV 0

29 JULY 2026

DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue.

PROJECT NAME : NKOMAZI SPECIAL ECONOMIC ZONE CONSTRUCTION

DOCUMENT TITLE : EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND
REQUIREMENTS FOR CONSTRUCTION AT THE NKOMAZI
SPECIAL ECONOMIC ZONE

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Revision 1			
Revision 2			
Revision 3			
Revision 4			
Revision 5			
Revision 6			

Distribution: Nkomazi SEZ Construction Project Management Teams.

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1 DEFINITIONS

- 1.1 **“Client”** means the Zone Operator of the Nkomazi Special Economic Zone.
- 1.2 **“Competitive Wage Rates”** shall mean the rates of pay for the respective categories of hourly-paid employment that must not only meet construction industry norms, standards and collective bargaining agreements, but must be sufficiently high to ensure labour productivity and minimise the risk of labour disruptions and conflict associated with wage rates that are too low.
- 1.3 **“Contractor”** means Building Contractor, Civil Engineering Contractor, MEIP Contractor and joint venture partnership and their sub-contractors, conducting construction work and related activities on the Project.
- 1.4 **“Contract Skills Development Goals” (CSDG)** means the construction contractors’ skills development deliverables in accordance with the Construction Industry Development Board (cidb) B.U.I.L.D. programme, with primary reference the Government Gazette No.54575 of 24 April 2026 and any subsequent legislative amendment.
- 1.5 **“Core Employee”** means an employee of the Contractor, either on permanent staff or contracted in, whose skills are deemed to be essential and integral to the construction activities of the Contractor.
- 1.6 **“Employee”** means an employee of the Contractor employed on the Project.
- 1.7 **“General Construction Manager” (GCM)** means a contracting entity that performs the role of a managing contractor, for a project or development, for and on behalf of the Client, during the construction and commissioning phases of Project.
- 1.8 **“Implementing Agent”** means the Coega Development Corporation (Pty) Ltd, contracted by the Client to implement construction projects on the Nkomazi SEZ on its behalf.
- 1.9 **“Industry Agreements”** means the minimum wage rates, conditions of employment, and regulating mechanisms for the Metal and Engineering Industries - MEI (the Main Agreement) and/or, the Sectoral Determination for the Civil Engineering Industry
-

and/or the Building Industry Collective Agreements.

- 1.10 **“Local employment / employee”** means a person who normally resides in the _ Nkomazi Local Municipal Area _ and who may be employed on a Limited Duration Contract of Employment. In instances where a Contractor is permanently based in the area defined as ‘local’, the Contractor’s permanent employees will be deemed to be “core” employees and will be seconded to the Project on a “Secondment Contract of Employment”.
 - 1.11 **“Permanent employee”** means an employee who has entered into a permanent employment contract with a contractor prior to secondment to the Project.
 - 1.12 **“Project”** means the Nkomazi SEZ construction and any Project that forms part of the construction and commissioning of facilities at the Nkomazi SEZ.
 - 1.13 **“Seconded employee”** means an employee who is a core employee of a contractor and who is seconded to the Project.
 - 1.14 **“Service Provider”** means a contractor to the Client or its contractors, providing services on the Project that are not associated with direct construction activities.
 - 1.15 **“Take-Out Item,”** means an item that is priced by the contractor separately, at a specified rate that can be excluded from the final overall cost, in the event that the Client or its nominated representative elects not to provide the item on the Project.
-

2 INTRODUCTION

- 2.1** The Client intends to ensure that through the application of fair processes, it maximises local employment opportunities and substantial, sustainable economic development and benefits to the local beneficiary communities.
 - 2.2** A key component in assuring the success of the construction project lies in the human resources framework that is developed and adopted. The Client recognises the fundamental role that people will play in successful delivery. Accordingly, human resources development and people management systems and processes will be central to success and sustainability. Advanced employment relations are considered a key element in ensuring success.
 - 2.3** It is therefore the desire of the Client that employment relations practices, procedures and processes that are implemented within the project during the construction and commissioning phases of project are uniform and of the highest possible standard. The objective is to promote an environment that is healthy, safe, and free of disruption, efficient, productive and harmonious.
 - 2.4** The specific role of the Client relative to employment relations is to provide an overall framework that reflect the particular needs of the Project, whilst taking due cognisance of the overall philosophy and framework.
 - 2.5** In certain instances, the role of the Client's nominated representatives will also be one of a "managing contractor" nature.
 - 2.6** This Employment Relations Policy sets out to establish the Client's philosophy, expectations and requirements relative to the management of employment relations on the Project.
 - 2.7** The Client has contracted an Implementing Agent with Employment Relations Specialists to implement and co-ordinate these activities and audit compliance to the required labour management protocols.
-

3 EMPLOYMENT RELATIONS POLICY, PHILOSOPHY AND PRINCIPLES

- 3.1** The Employment Relations Policy and philosophy of the Client, to be adopted for all activities associated with the construction project, including contractors, sub-contractors and employees, are enshrined in the following principles:
- 3.1.1 Compliance with all applicable legislation that governs labour relations in the Republic of South Africa;
 - 3.1.2 Compliance with all applicable industry agreements and legislation;
 - 3.1.3 Compliance with the concept of fair labour practices as developed by the judgments and rulings of the CCMA, Labour Courts and the Labour Appeal Court in the Republic of South Africa;
 - 3.1.4 Application of standard wage rates for all local and core employees;
 - 3.1.5 Fair and equitable terms and conditions of employment that are, as far as possible and practicable, uniform and standardised across the Project;
 - 3.1.6 Compliance with all project procedures, rules and regulations that are prescribed, introduced or implemented by the Client or its duly authorised representative/s;
 - 3.1.7 Promotion of labour stability, harmony and productivity;
 - 3.1.8 Maximisation of local content in projects, developments, services, contracting and construction contracts and activities;
 - 3.1.9 Development and empowerment of small, medium and micro enterprises in the local communities, particularly those from a previously disadvantaged background;
 - 3.1.10 Skills development through training initiatives and the services of training providers. On-the-job training and upgrading of skills and capacity will be provided by contractors;
 - 3.1.11 Dedication and commitment to performance and professionalism in the execution of activities associated with the Project;
 - 3.1.12 Mutual respect between all parties and individuals engaged in any employment relationship on the Project;
 - 3.1.13 Honesty, integrity and transparency in all aspects and activities related to the Project.
- 3.2** All GCM's, service providers, contractors and employees who participate in the Project are required to adopt and subscribe to these principles.
-

4 REQUIREMENTS IN RELATION TO EMPLOYMENT RELATIONS ON THE PROJECT

- 4.1** The Client requires that employment relations within the Project be managed in a uniform and consistent manner by all sub-projects, developments, service providers, contractors and sub-contractors. The Client believes that a uniform approach by all participants will substantially assist in the establishment and maintenance of fair labour practices and labour harmony.
- 4.2** In addition, that such uniform approach and standards will provide certainty amongst employees within the Project, enabling them to focus on their productivity, performance, development and skills acquisition during their tenure of employment.
- 4.3** Accordingly, the Client requires that all projects, developments, service providers and contractors commit themselves to compliance with the employment relations requirements that are detailed in this document.

5 COMPLIANCE WITH LEGISLATION AND THE VALIDITY OF STATUTORY COLLECTIVE BARGAINING SYSTEMS AND INSTRUMENTS

5.1 Due to the Project location, it is confirmed that South African labour legislation, including applicable national and regional collective bargaining agreements and wage regulatory instruments as defined, will have jurisdiction on the Project.

5.2 In turn, contractors, sub-contractors and service providers will perform construction, fabrication, erection, installation and service activities, in the respective industry sectors that are governed by these national and regional bargaining agreements and sectoral determinations. Furthermore, sub-contractors such as painters, scaffolding and electrical will also comply with the agreements of the Civil Engineering, Building and MEIP contracting industries.

5.3 In instances where the contractor or service provider is not governed by an industry agreement or wage determination, then compliance with the Basic Conditions of Employment Act (No.75 of 1997), as amended from time to time shall be the minimum requirement.

6 INDUCTION PROGRAMMES

6.1 The Client, in liaison with the GCM, shall develop and provide a Project specific Induction Programme for the benefit of all sub-projects, developments, service providers, contractors and employees that are contracted to undertake activities on the Project. Attendance of individual construction personnel shall be certified before being permitted to commence work on the Project site.

6.2 Generally, the Induction Programme shall cover the following areas:

6.2.1 Uniform objectives of the Client, contractors and employees and service providers relative to the Project;

6.2.2 The expectations of the Client relative to the conduct of employment relations on the Project;

6.2.3 Health, safety and environmental issues;

6.2.4 Rules and regulations applicable on the Project;

6.2.5 Payment of wages and associated administrative arrangements;

6.2.6 Standard wage rates;

6.2.7 HIV/AIDS awareness;

6.2.8 Shut-down arrangements;

6.2.9. Any other matters of relevance.

6.3 The Client, or its nominated service provider, will endeavour to provide all attendees with induction booklets covering the topics that were dealt with in the Induction Programme.

6.4. Where there are specific issues relative to individual projects or developments that are not covered by the Project Induction Programme, then a site-specific induction programme shall accordingly be provided by the specific project GCM.

6.5 In addition, all contractors and service providers shall induct employees into specific conditions of employment and administrative requirements that prevail at the level of the contractor or service provider. The contractor or service provider, in respect of all its employees, shall retain a summary of the programme content, together with a register of attendance and signed acknowledgement of understanding by the inducted employee.

6.6 The contractor or service provider is to fund and set aside 1 day for the Project Induction per seconded employee.

7 EMPLOYMENT RELATIONS PROCEDURES, PRACTICES AND STANDARDS

7.1 The Client desires that the employment relations procedures and practices that are implemented within the Project are uniform and consistently applied by all projects, developments, contractors and service providers on the Project.

7.2 Accordingly, the Client requires that the development and implementation of standard and appropriate employment relations procedures and practices form part of the ER Policy.

7.3 Such **procedures** shall include but not be limited to, for example:

7.3.1 Disciplinary code and procedures;

7.3.2 Grievance resolution procedures;

7.3.3 Dispute resolution procedures;

7.3.4 Demobilisation procedure;

7.4 Such **practices** shall include but not be limited to, for example:

7.4.1 Pro-forma contracts of employment (Limited duration and secondment contracts);

7.4.2 Standard Wage Rates aligned to job categories for respective industry sectors;

7.4.3 Conduct of the parties in the event of industrial action;

7.4.4 Communication structures and process flows etc.

7.5 Such procedures and practices will thus be contractually binding on the Project and between the sub-projects' GCM's and respective contractors and service providers.

7.6 Compliance with the ER Policy and all employment relations procedures and practices, including wage records, payment procedures and pay-slips shall be auditable at the level of the Main Contractors by the Client and / or its nominated service provider and at the level of Subcontractors, by the respective projects GCM / Main Contractors.

7.7 The Client reserves the right, following consultation, to vary, supplement or amend any of the standard procedures and practices in line with the circumstances and development of the Project.

8 EMPLOYMENT CORE RATIOS

8.1. Every contractor and/or on-site service provider shall ensure that, as a minimum, the following employment core ratios are contractually achieved throughout the construction duration:

8.1.1. The minimum **Youth** employment at **40%** of the entire workforce throughout

8.1.2. The minimum **Women** employment at **20%** of the entire workforce throughout the construction duration.

8.1.3. The minimum **PWD** employment at **1%** of the entire workforce throughout the construction duration (i.e. Persons With Disabilities).

8.2. Individual employment of less than 22 days is not recognised by the client as a whole job.

9 EMPLOYMENT OF LOCAL LABOUR AND SECONDED LABOUR

9.1. Maximising local employment opportunities (i.e. permanent residents of Nkomazi Local Municipal Area), through a fair and transparent process, remains a key imperative of the Client.

9.2. The contractor or service provider shall give preference to the employment of local labour in all employment categories.

9.3. The contractor or service provider must ensure the **minimum local employment at 70%** of the entire workforce, throughout the project duration.

9.4. Recruitment of local employees shall only take place through the central recruitment facility provided by the Client or the Implementing Agent.

9.5. The contractor or service provider may utilise seconded labour for the purposes of providing core skills for the works, provided that:

9.5.1 The required skills are not available locally through the central recruitment facility;

9.5.2 The required skills are not available in sufficient number;

9.5.3 Seconded labour are core employees of the contractor or service provider, as defined;

9.5.4 Efforts on the part of the contractor or service provider to source such skills local can be proven and confirmed by the central recruitment facility;

9.5.5 The Client or its nominated representative has granted written permission.

9.6 Notwithstanding the above, seconded labour may only be utilised for categories of employment defined in Task Grades D to I (Civil Engineering Sector) and Job Categories 3, 4 and 5 (MEI Sector).

9.7 Categories of employment defined in Task Grades A, B and C (Civil Engineering Sector) and Job Categories 1 and 2 (MEI Sector) are exclusively allocated for the training, recruitment and employment of local labour. No non-local seconded labour may be utilised in these categories.

9.8 The respective categories of labour referred to above are based on the respective industry standards and agreements.

9.9 The contractor shall ensure that competitive wage rates are paid on the project that meet construction industry norms, standards and collective bargaining agreements and are sufficiently high to ensure labour productivity and minimise the risk of labour disruptions associated with wage rates that are too low.

9.10 The main contractor is required to ensure that wage rates are standardised across the project as a whole (i.e. inclusive of all sub-contractors on site) wherever possible to minimise the risk of labour conflict associated with disparate remuneration.

9.11 The contractor must provide in the tender submission for any increases in the cost of labour, including wage rates increases throughout the duration of the project. The contractor or service provider shall, at the time of bidding for a contract within the Project, provide a labour schedule, setting out the anticipated number and categories of labour to be utilised for the duration of the works, including the numbers of local and seconded labour in each category. In particular,

additional local labour requirements by job description and the timing of such resource requirements shall be specified in the additional labour histogram.

9.12. These requirements shall be updated upon award of a contract and shall be provided to the Client or its nominated representative at the contract "kick-off" meeting.

9.13. Thereafter, these additional labour requirement projections shall be updated when the projections change and shall be provided to the Client or its nominated representative on at least monthly intervals.

9.14. The Contractor's permanent employees shall be seconded to the Project on their existing conditions of employment, subject to appropriate amendments being incorporated into their "Secondment Contract of Employment."

10 TRAINING AND DEVELOPMENT INTERVENTIONS TO ACHIEVE FULL COMPLIANCE TO THE CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

- 10.1.** The contractor shall achieve the CSDG (per Government Gazette Vol. 730 of 24 April 2026; No. 54575 and current Construction Industry Development Board (cidb) requirements of their B.U.I.L.D. programme) for qualifying contracts as instructed through the CIDB Act 38 of 2000 on the Standard for Developing Skills through Infrastructure Contracts, by providing opportunities to learners requiring structured workplace learning, for the contractor to comply to all the requirements of the cidb B.U.I.L.D. programme.
- 10.2** In providing the skills development opportunities, the main contractor shall ensure the provision of:
- 10.2.1** structured workplace learning opportunities that result in the attainment of a part or a full occupational qualification. **(CSDG Method 1)** and/or
- 10.2.2** structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification in the Built environment, with at least 60% of the Artisan Learners being holders of public TVET college qualifications. **(CSDG Method 2)** and/or
- 10.2.3** work integrated learning opportunities for University of Technology or Comprehensive University students completing their National Diplomas. **(CSDG Method 3)** and/or
- 10.2.4** structured workplace learning for built environment profession candidates towards professional registration by a statutory council. **(CSDG Method 4)**
- 10.3** The main contractor shall submit to the Principal Agent, within 30 days of the contract coming into effect, or the issuing of an order, a contract compliance baseline training plan considering the skills mix and type of workers to be engaged, that also complies in full to CSDG obligations.
-

10.4 The main contractor shall also submit to the Principal Agent, monthly CSDG compliance training reports, as well as a final CSDG compliance training report within 15 days of reaching practical completion.

10.5 The selection and placement of appropriate trainees/ learners/ candidates shall be in line with targeted employment (per 8.1 and 9.3 herein above). The search by all contractors for trainees/ learners/ candidates in excess to current employment shall be made in liaison with the Client through the Client's established support processes or from the established Job Seekers' Database managed by the Implementing Agent.

11 RECRUITMENT OF LABOUR TO THE PROJECT

11.1 Recruitment and employment of all labour to the Project will fall into 3 categories and will be authorised and approved by the Client or its nominated representative and the respective GCM:

11.1.1 Employment of Local Labour

11.1.1.1 Following the training of local labour, as identified by contractors' and service providers' local skills requirements, a labour pool of local labour in Task Grades A, B and certain of Task Grades C (Civil Engineering Sector) and Job Categories 1 and 2 (MEI Sector), will be established by the central recruitment facility.

11.1.1.2 The central recruitment facility is established on the Implementing Agent where contractors and service providers are required to request, interview, select and employ all additional local labour requirements.

11.1.1.3 Local labour that is in possession of proven skills in Task Grades D to I (Civil Engineering Sector) and Job Categories 3, 4 and 5 (MEI Sector), shall be recruited from this facility in preference to utilising seconded non-local labour.

11.1.1.4 Acceptance of an offer of employment shall require the contractor or service provider to complete and sign-off pro-forma "take-on" employment documentation provided by the central recruitment facility, where after the contractor shall furnish the central recruitment facility and the respective GCM with such documentation for approval to attend the Project Induction Programme and any project specific Induction Programme prior to commencing work on the Project.

11.1.1.5 All local labour shall be employed on a “Limited Duration Contract of Employment”. The basic standard contract is attached to the ER Policy as an Annexure.

11.1.2 Seconded Labour

11.1.2.1 Subject to the conditions detailed in 9 above, relative to the utilisation of seconded labour, the contractor or service provider shall be required to complete prescribed pro-forma Labour Secondment application documentation, provided by the central recruitment facility, for approval by the Recruitment Control Authority as employed by the Client or its nominated representative.

11.1.2.2 Such documentation shall be handed to the Recruitment Control Authority representative at the contract “kick-off” meeting and shall be consistent with the information provided in the pro-forma labour schedule, which is to be handed in at the same meeting.

11.1.2.3 Seconded labour will only be approved for Task Grades D to I (Civil Engineering Sector) and Job Categories 3, 4 and 5 (MEI Sector). In instances where local labour, irrespective of Task Grade or Job Category, is either a permanent or “core” employee of a contractor or service provider that is permanently based within the defined local area, then such employee may be seconded to the Project or development within the Project, subject to verification and prior approval of the nominated Recruitment Control Authority.

11.1.2. Such approval shall take place **prior** to the mobilisation of seconded employees to the Project.

11.1.2.5 All seconded labour shall be employed on a “Secondment Contract of Employment”. The basic standard contract is attached to the ER Policy as an Annexure.

11.1.2.6 No seconded employee may attend the Project Induction Programme or any project specific Induction Programme, or commence work on the Project without the required approval.

11.1.3 Labour Supply Contractors

11.1.3.1 The Client recognises that labour supply contractors form an integral part of certain sectors of the contracting and construction industry in South Africa.

11.1.3.2 Accordingly, the utilisation of labour supply contractors by contractors and service providers shall be entertained, subject to certain conditions as follows:

11.1.3.2.1 The contractor or service provider shall not engage the services of labour supply contractors other than for the purpose of providing a resource placement service for skilled resources for the Project.

11.1.3.2.2 All skilled labour sourced through a labour supply contractor shall be employed by the contractor on the standard "Limited Duration Contract of Employment" or a "Secondment Contract of Employment".

11.1.4 General

11.1.4.1 All local labour employed on the Project shall be recruited through the established Central Recruitment Facility only. No alternative recruitment of local labour will be permitted under any circumstances.

11.1.4.2 All seconded labour shall be registered at the Recruitment Facility for "take-on" and Induction Programme purposes.

11.1.4.3 Expatriate labour from other countries may not be utilised by the contractor unless specific and prior approval has been granted by the Client or its nominated representative, and only in exceptional circumstances.

11.1.4.4 Any contractor or service provider found to be circumventing the established recruitment system or procedure shall be in breach of contract and access to the Project shall be immediately withdrawn in respect of the individuals concerned. The contractor shall take the necessary measures to comply with this directive.

11.1.4.5 The detailed Recruitment Procedure shall be made available to the contractor or service provider at the contract “kick-off” meeting.

11.1.4.6 Head Office staff of the contractor or service provider, visiting the Project for any purpose, shall comply with the prescribed Project rules and regulations for contractors and service providers.

12 PAY PROCEDURES AND PAYMENT OF WAGES

12.1. Wages for hourly paid local and core labour when due shall be paid monthly, in arrears, by bank transfer and shall appear in the employees’ bank account on the designated payday.

12.2. Pay slips shall be issued during working hours and the contractor shall resolve pay queries expeditiously.

12.3. Uniformity is required in the payment of wages to all hourly paid local and core employees on the Project.

12.4. The Contractor or Service Provider shall provide for own wage payment administration.

12.5. The Main Contractor shall be responsible to ensure the accurate and timely payment of all on-site sub-contractor labour and on-site service provider labour wage payments. This specifically includes the Main Contractor responsible for the accurate and timely wage payment of all SMME labour.

13 WITHDRAWAL OF ACCESS TO THE PROJECT

13.1 Where an employee’s Project Access Permit has been withdrawn, such employee shall not be permitted to enter any of the associated project or development sites, and the contractor or service provider shall take the necessary steps to comply with this directive.

14 COMMUNICATION AND CO-ORDINATING STRUCTURES

14.1 The Client requires that certain communications structures and forums be established on the Project, for the purposes of ensuring a uniform approach to issues and a free flow of information amongst and between the Client, its nominated service providers, contractors, and

employees.

14.1.1 Project Employment Relations Co-ordinating Committee (ERCC)

14.1.1.1 The Client or its nominated representative may establish an Employment Relations Co-ordinating Committee (ERCC), in order to promote a co-ordinated approach across the Project and a free flow of information amongst sub-projects, developments, contractors and service providers working on the Project.

14.1.1.2 The Client's nominated Employment Relations Specialist shall initiate the formation of the ERCC.

14.1.1.3 Once formed, the ERCC shall meet at least once per month or, if circumstances so warrant, more often.

14.1.1.4 The ERCC shall serve as a consultative forum between the Client and / or its nominated representative and the Contractors, and shall be attended by the most senior contractor site managers, together with their respective Employment Relations Practitioners

14.1.1.5 The Client and / or its nominated representative may require the active participation of ER Practitioners in more regular co-ordination meetings.

14.1.2 Contractor Communication Forums

The Client requires that the representative contractors establish forums that meet the following needs:

14.1.2.1 Communication between individual contractors and their employees, through duly elected representatives of the labour force of the respective contractor;

14.1.2.2 Communication between duly elected employee representatives of the respective contractors and service providers;

14.1.2.3 Communication and consultation between all contractors and service providers, in order to maintain a uniform approach to employment relations matters and to co-ordinate the employment relations activities of contractors and service providers at sub-project level and across the Project;

15 INDUSTRIAL ACTION POLICY

15.1 The Primary Contractor shall provide a Strike Handling Procedure in respect of its contract to the Client's nominated representative, for review by the nominated representative's Employment Relations Specialist, within fourteen (14) days of the date of the contract "kick-off" meeting.

15.2. After approval by the Client's nominated representative, the Primary contractor shall ensure its sub-contractors strike risks are managed in the same manner.

15.3. The contractors or service provider shall ensure that their managers and supervisors are properly trained in the management and handling of industrial action.

15.4 In addition, the contractor or service provider shall ensure that its managers and supervisors are fully familiar with the contents and aims of the ER Policy, and in the implementation of the Strike Handling Procedures, Grievance Procedures and the Disciplinary Procedure and Code.

15.5 The contractor or service provider shall be primarily responsible for attempting to cause the early cessation of industrial action undertaken by its employees. The contractor or service provider is required to include and maintain an accurate list of contact persons and details, which are responsible for the management and resolution of industrial action in the Strike Handling Procedure.

15.6 The contractor or service provider shall provide the respective GCM with a copy of any formal written grievance that arises at the contractor's or service provider's establishment and shall

consult the respective GCM whenever it anticipates that industrial action may occur and during the period of such industrial action. Such information shall be communicated to the Client's nominated representative by the GCM.

15.7 The Client's nominated representative and/or the respective GCM shall observe the implementation of the dispute resolution strategy by the strike handling team of the contractor or service provider. If the Client's nominated representative and/or respective GCM deem it necessary, after discussion with the contractor or service provider on the action to be taken, they may require the contractor to implement certain additional or alternative steps in order to assist the contractor or service provider to bring about an end to the industrial action.

15.8 The principle of “no work”, “no pay” shall be strictly applied by the contractor or service provider, meaning that employees will not be paid wages for any period that they do not work as a result of industrial action. These actions include strikes, lockouts, work stoppages, stay-aways, protests and demonstrations, go slows and other related actions.

16 SUB-CONTRACTORS

The contractor or service provider is contractually bound to ensure that its sub-contractors comply with all the provisions of applicable legislation and the Employment Relations Policy. Any non-compliance on the part of sub-contractors shall result in the non-compliance of the primary contractor or service provider.

17 LABOUR HARMONY

In view of the multi-disciplinary nature of developments and activities within the Project, the contractor or service provider shall ensure that a spirit of teamwork and co-operation is created and maintained and that labour harmony is promoted at every opportunity.

18 EMPLOYMENT RELATIONS REPORTING REQUIREMENTS

18.1 The Client or its nominated representative will require certain reports to be submitted timeously by the contractor or service provider, on a regular basis. Such reports will include:

- 18.1.1. Additional Labour Histograms;
- 18.1.2. Weekly Labour Returns (hours worked);
- 18.1.3. Weekly Employment Relations Reports;
- 18.1.4. Industrial Action Reports;
- 18.1.5. Employment of Labour;
- 18.1.6. Demobilisation of Labour;
- 18.1.7. Training Reports,

18.2 The Client or its nominated representative will request consolidated reports per project, from the respective GCM, from time to time.

18.3 A complete information pack of reporting requirements, including all associated forms, will be made available at the contract “kick-off” meeting.

19 EMPLOYMENT RELATIONS PRACTITIONER APPOINTMENT

19.1 In order to ensure that each contractor or service provider manages and maintains sound employment relations and compliance to the ER Policy, it shall be required of the

Primary Contractor to appoint a competent, suitably qualified and experienced Employment (Industrial) Relations manager/officer. On construction projects employing in excess of 50 persons, the appointment shall be full-time on site for the full duration of the construction contract. No such appointment of a preferred candidate may be made without the consent and prior written approval of the Client's nominated Employment Relations Specialist.

20 GENERAL

Nothing in this Policy, nor the actions of the Client and/or its nominated representative shall detract from the direct responsibility of the contractor or service provider to manage and conduct its employment relations effectively, efficiently and in the best interests of the Project and all stakeholders, at all times.

20.1 The Client reserves its rights to supplement, amend or vary any provision of this Employment Relations Policy, in line with the circumstances within the Project.

20.2 The contractor or service provider shall, at all times, remain wholly responsible to manage its own employment relations within the parameters established by the ER Policy.

21 EMPLOYMENT RELATIONS PROCEDURES, PRACTICES AND STANDARDS

21.1 The following procedures, practices and standards shall be implemented on the project and observed by the Contractors, and all their employees:

21.1.1	Limited Duration Contract of Employment	Annexure – A
21.1.2	Secondment Contract of Employment (Permanent Employees)	Annexure – B1
21.1.3	Secondment Contract of Employment (Core Employees)	Annexure – B2
21.1.4	Demobilisation Procedure	Annexure – C

Company letterhead

**LIMITED DURATION CONTRACT OF EMPLOYMENT (LDC)
FOR LOCAL EMPLOYEES**

The Contractor : _____

hereby agrees to engage the service of the

Employee: _____

1 EMPLOYMENT

- 1.1 The nature of the Contractor's operations relates to a specific construction/ contract being: _____ on the Nkomazi SEZ Construction Project consequently the Contractor is not in a position to offer permanent employment but is able to offer employment of a temporary nature.
- 1.2 The Employee acknowledges that this contract is of a temporary nature and for a limited duration, and no expectation of permanent employment is created.
- 1.3 The Employee will be engaged as a _____ in _____.
- 1.4 The Employee's employment on the project will commence on _____ and will terminate on completion of the task/job for which the employee was employed. The period of employment on the project shall not exceed the time for which the employee's services are required for a task/job on the Project or a particular phase thereof.

2 WAGES

- 2.1 The Employee's hourly rate of pay will be : R _____
 - 2.2 The Employee's wages will be paid by bank transfer, monthly in arrears.
-

3 HOURS OF WORK AND OVERTIME

3.1 The hours of work will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Week 1							Rest
Week 2							Rest

3.2 There will be (number) paid 15-minute rest interval from

3.3 There will be a 30 minute unpaid lunch break from

3.4 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.

3.5 Hours worked in excess of normal hours (as set out in Industry Agreements) per month will be paid as overtime in accordance with the applicable industry agreement.

4 TRANSPORT

The employee will be provided with transport from designated pick up points to the Project site and return on a daily basis.

5 NOTICE

Notice of termination of employment upon completion of task or when operational requirements necessitate a reduction of manning levels, will be dealt with in terms of the Demobilisation Procedure.

6 OTHER CONDITIONS

6.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, the Project Employment Relations Policy, the Contractor's policy and general rules and regulations.

6.2 The Employee shall be evaluated for the job category for which he is tendering his services, to the satisfaction of the Contractor.

6.3 The Employee shall be required to complete a pre and post Declaration of Medical History and may be required to undergo a medical assessment at the requirement and cost of the Employer.

7 OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT

The employee acknowledges that exposure to hazardous conditions may occur. The employee undertakes to take all reasonable steps to protect him /her and his/her colleagues from the dangers of contracting any injury or disease and to comply with any Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety and Hygiene and protecting the Environment.

8 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

8.1 The employee accepts responsibility for the safe and efficient use of the Contractors tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.

8.2 In the event of abuse, loss or negligent or wilful damage the Contractor is entitled to recover the replacement value of such items from the employee, subject to an enquiry or investigation.

9 SECURITY

The Employee will be issued with a project access permit, which must then be worn at all times for identification purposes. Without this card the Employee will not be permitted on the construction site. Should the card be lost, the cost of a replacement card (R 100-00) will be deducted from the Employee's wages by the Employer.

10 EMPLOYEE UNDERTAKING

I undertake to: -

- 10.1 Abide by all conditions of employment;
 - 10.2 Channel all grievances through the correct procedure;
 - 10.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
 - 10.4 Work safely and not endanger fellow workers;
-

- 10.5 Recognise that the success of the Project represents an important development milestone for Uitenhage and its communities;
 - 10.6 Not participate in unprotected and unprocedural industrial action;
 - 10.7 Abide by all Project rules and regulations;
 - 10.8 Agree to work the hours as detailed in this contract and overtime when required to do so;
 - 10.9 Not be absent without permission;
 - 10.10 Undertake to work to the best of my ability in compliance with my contractual obligations towards my employer.
-

I _____ acknowledge that the conditions set out in clauses 1 to 10 here above and have been explained to me and I understand the contents of this contract and signify acceptance thereof, during my period of employment on the Nkomazi SEZ Construction Project.

Signed at : _____ on _____

For the Company : _____

Employee: _____

Employee's Address: _____

Employee's Bank details: (filled in by the employee)

Account holder's name:

Bank name:

Bank account number:.....

Branch name / number:.....

Witness: _____

Company Letterhead

Employee Name:

**SECONDMENT CONTRACT OF EMPLOYMENT IN RESPECT OF PERMANENT EMPLOYEES
SECONDED TO THE NKOMAZI SEZ CONSTRUCTION PROJECT**

The employee confirms that he has been in the full time permanent employ of the Contractor since
.....

There are specific conditions of employment applicable to the Nkomazi SEZ Construction Project
and these need to be accepted by you prior to your secondment to the Project.

Your conditions of employment specific to the Project for the duration of your secondment will be in
accordance with this Secondment Contract of Employment.

1 POSITION AND WAGES

- 1.1 Your occupation on the Project will be
but you will also be required carry out other types of work if and when required, as is
provided for in the applicable industry agreement.
 - 1.2 Your rate of pay upon secondment to the Project will be your current rate of
R..... per hour.
 - 1.3 Increases to your wage will be as per the applicable industry agreement. No other
increases will be applicable to you whilst you are employed on the Project, unless you
are promoted to a higher job category.
 - 1.4 Payment of wages will be made monthly directly into your bank account by your
Employer.
-

2 PERIOD OF SECONDMENT TO THE PROJECT

- 2.1 The period of your secondment on the Project shall not exceed the time for which your services are required on the Project or a particular phase thereof, with due regard for the requirement of your particular skill at that time, where after you will be demobilised and returned to your Company home base.
- 2.2 Your secondment will automatically terminate if the Client or the GCM requests your removal from the Project, for a valid reason.

3 HOURS OF WORK AND OVERTIME

- 3.1 The hours of work on the Nkomazi SEZ construction project will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun .
<i>Week 1</i>							Rest
<i>Week 2</i>							Rest

- 3.2 Shift start and finish times will be as agreed.
- 3.3 There will be..... (number) paid 15-minute rest interval from
- 3.4 There will be a 30 minute unpaid lunch break from
- 3.5 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.
- 3.6 Hours worked in excess of normal hours per month will be paid as overtime in accordance with the applicable industry agreement.

4 TRANSPORT

- 4.1 You will be provided with free bus transport to the Nkomazi SEZ at the start of your Secondment Contract and return upon your demobilisation from the Project to your Company home base.
-

5 ACCOMMODATION AND MEALS

- 5.1 You will be provided with free single status board and lodging by your Company for the duration of your employment on the project.

6 OTHER CONDITIONS

- 6.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, the Client's conditions and the Company's policy and general rules and regulations.
- 6.2 You shall be required to complete a pre and post Declaration of Medical History and may be required to undergo a medical assessment at the requirement and cost of the Employer.

7 OCCUPATIONAL HEALTH

You acknowledge that exposure to hazardous conditions may occur. You undertake to take all reasonable steps to protect yourself and your colleagues from the dangers of contracting any such injury or disease and to comply with any Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Health, Safety, Hygiene and safeguarding the Environment.

8 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

- 8.1 You accept responsibility for the safe and efficient use of the Contractors tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.
- 8.2 In the event of abuse, loss or negligent damage the Contractor is entitled to recover the replacement value of such items from you, subject to an enquiry and or investigation.
-

9 RULES AND REGULATIONS

- 9.1 You will be required to adhere to all rules and regulations, including any specific occupational health, safety and environmental regulations in place on the Project. These rules and regulations will be explained to you at the induction course when you arrive on the Project.
- 9.2 In the event of disciplinary action being taken against you whilst on secondment, the effect of such disciplinary action will be the same as if the Company took such action.
- 9.3 In the event of you being dismissed whilst on secondment your contract of employment with the Company will also terminate.

10 SECURITY

You will be issued with a Project Access Permit, which you will wear at all times for identification purposes. Without this card, you will not be permitted on the Project site. Should you lose this card; the cost of replacement card (R100.00) will be deducted from your wages.

11 EMPLOYEE UNDERTAKING

I undertake to: -

- 11.1 Abide by all conditions of employment;
 - 11.2 Channel all grievances through the correct procedure;
 - 11.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
 - 11.4 Work safely and not endanger fellow workers;
 - 11.5 Recognise that the success of the Project represents an important development milestone for Uitenhage and its communities;
 - 11.6 Not participate in unprotected or unprocedural industrial action;
 - 11.7 Abide by all Client and Project rules and regulations;
 - 11.8 Work the hours as reflected in this Secondment contract and overtime when required to do so;
 - 11.9 Not be absent without permission;
 - 11.10 Work to the best of my ability in compliance with my contractual obligations towards my employer.
-

12 HOME ADDRESS

The employee confirms the home address to be: -

Name: _____

Contact Person: _____

Address: _____

Telephone: _____

13 HOME BASE PERMANENT CONDITIONS OF EMPLOYMENT

The conditions contained herein will be valid during your secondment to the Nkomazi SEZ Construction Project. Upon demobilisation, you will revert to the permanent employment conditions applicable to you prior to your secondment to the Project.

I,....., the undersigned hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 13 above, have been explained to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on a construction project at the Nkomazi SEZ.

Signature of Employee

Signature of Authorised Employer
Representative

Date:

Date:

Company Letterhead

Employee Name:

**SECONDMENT CONTRACT OF EMPLOYMENT IN RESPECT OF CORE EMPLOYEES
SECONDED TO THE NKOMAZI SEZ CONSTRUCTION PROJECT**

There are specific conditions of employment applicable to the Nkomazi SEZ Construction Project and these need to be accepted by you prior to your secondment to the Project.

Your conditions of employment specific to the Project for the duration of your secondment will be in accordance with this Secondment Contract of Employment for the Nkomazi SEZ Construction Project.

1 POSITION AND WAGES

- 1.1 Your occupation on the Project will be but you will also be required carry out other types of work if and when required, as is provided for in the applicable industry agreement.
 - 1.2 Your rate of pay upon secondment to the Project will be R..... per hour.
 - 1.3 Increases to your wage will be as per the applicable industry agreement. No other increases will be applicable to you whilst you are on the Project, unless you are promoted to a higher job category.
 - 1.4 Payment of wages will be made monthly directly into your bank account by your Employer.
-

2 PERIOD OF SECONDMENT TO THE PROJECT

- 2.1 The period of your secondment on the Project shall not exceed the time for which your services are required on the Project or a particular phase thereof, with due regard for the requirement of your particular skill at that time, where-after you will be demobilised and returned to your Company home base.
- 2.2 Your secondment will automatically terminate if the Client or the GCM requests your removal from the Project, for a valid reason.

3 HOURS OF WORK AND OVERTIME

- 3.1 The hours of work on the project will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun .
Week 1							Rest
Week 2							Rest

- 3.2 Shift start and finish times will be as agreed.
- 3.3 There will be (number) paid 15-minute rest interval from
- 3.4 There will be a 30 minute unpaid lunch break from
- 3.5 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.
- 3.6 Hours worked in excess of normal hours per month will be paid as overtime in accordance with the applicable industry agreement.

4 TRANSPORT

You will be provided with free bus transport to the Nkomazi SEZ Construction Project at the start of your Secondment Contract and return upon your demobilisation from the Project to your Company home base.

5 ACCOMMODATION AND MEALS

You will be provided with free single status board and lodging by your Company for the duration of your employment on the project.

6 OTHER CONDITIONS

6.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, the Client's conditions and the Company's policy and general rules and regulations.

6.2 You shall be required to complete a pre and post Declaration of Medical History and may be required to undergo a medical assessment at the requirement and cost of the Employer.

7 OCCUPATIONAL HEALTH

You acknowledge that exposure to hazardous conditions may occur. You undertake to take all reasonable steps to protect yourself and your colleagues from the dangers of contracting any such injury or disease and to comply with any Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Health, Safety, Hygiene and safeguarding the Environment.

8. CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

8.1 You accept responsibility for the safe and efficient use of the Contractors tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.

8.2 In the event of abuse, loss or negligent damage the Contractor is entitled to recover the replacement value of such items from the employee, following an enquiry or investigation.

9. RULES AND REGULATIONS

You will be required to adhere to all rules and regulations, including any specific occupational health and safety regulations in place on the Project. These rules and regulations will be explained to you at the induction course when you arrive on Project.

In the event of disciplinary action being taken against you whilst on secondment, the effect of such disciplinary action will be the same as if the Company took such action.

In the event of you being dismissed whilst on secondment your contract of employment with the Company will also terminate.

10. SECURITY

You may be issued with a Project Access Permit, which you will wear at all times for identification purposes. Should you lose this card, the cost of replacement card (R100.00) will be deducted from your wages.

11. EMPLOYEE UNDERTAKING

I undertake to:-

- 11.1 Abide by all conditions of employment;
 - 11.2 Channel all grievances through the correct procedure;
 - 11.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
 - 11.4 Work safely and not endanger fellow workers;
 - 11.5 Recognise that the success of the Project represents an important development milestone for the Uitenhage and its communities;
 - 11.6 Not participate in unprotected or unprocedural industrial action;
 - 11.7 Abide by all Client and Project rules and regulations;
 - 11.8 Work the hours as reflected in this Secondment contract and overtime when required to do so;
 - 11.9 Not be absent without permission;
 - 11.10 Work to the best of my ability in compliance with my contractual obligations towards my employer.
-

12. HOME ADDRESS

The employee confirms the home address to be:-

Contact Person: _____

Name : _____

Address: _____

Telephone: _____

13. PAYMENT OF WAGES/SALARIES

Employee's Bank details: (filled in by the employee)

Account holder's name:

Bank name:

Bank account number:

Branch name / number:

14. HOME BASE CONDITIONS OF EMPLOYMENT

The conditions contained herein will be valid during your secondment to the Nkomazi SEZ Construction Project. Upon demobilisation, you will revert to the conditions of employment applicable to your home base.

I, the undersigned, hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 14 above, have been explained to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on a construction project at the Nkomazi SEZ.

Signature of Employee

Signature-Authorised Employer
Representative

Date:

Date:

ANNEXURE “C”

DEMOBILISATION PROCEDURE

1 PURPOSE

The purpose of this procedure is to provide for a smooth process of demobilisation of the Contractor's Labour from the Project.

2 DEMOBILISATION OF SECONDED EMPLOYEES

Seconded employees will be demobilised from the Project and returned to their Company Home base.

3 DEMOBILISATION OF LOCAL EMPLOYEES ON LIMITED DURATION EMPLOYMENT CONTRACTS

3.1 Selection

Selection will be based on the following criteria: -

- Date of appointment
- The completion of the portion/section of work where the employee(s) is involved
- Operational requirements
- Skills and inherent job requirements
- As a last resort, when there is a need to choose between two or more employees with similar skills and service only then will the disciplinary record of an employee be considered.

3.2 Consultations and Notice Period



Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee, Mr. T Mathebula; Ms. YD Mbane



- A = Consultation with worker representatives on selection criteria to be used, and once confirmed, advise such representatives of the names of affected persons;
- B = Notify individual employees and issue written notification
- C = Cease work and receive pay

3.3 Documentation to be provided to terminated local employees

3.3.1 The following standard documentation shall be given to each employee upon demobilisation: -

- * Payslips
- * Procedures for claiming benefits and contact addresses of the various Department of Labour Offices (obtainable from the Department of Labour)
- * Certificate of Service
- * Any training certificates that may have been issued on the Project
- * Tax Certificates where applicable
- * Skills Record Log book.

3.3.2. All demobilised employees shall return their security passes and shall sign an Acknowledgment of Receipt Form in respect of the above documentation and monies upon termination, prior to any payment being made.

3.3.3 Should an employee not return his security pass, **R100.00** will be deducted from his final wages.

Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee, Mr. T Mathebula; Ms. YD Mbane





NKOMAZI SEZ
TREASURE OF OPPORTUNITIES
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NKOMAZI Special Economic Zone MSME Development Programme

Micro, Small, Medium Enterprise Standard Operating Document

STANDARD OPERATING DOCUMENT FOR THE SOURCING OF MSME SUB-CONTRACTORS

STANDARD OPERATING DOCUMENT

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ACRONYMS

IA =	Implementing Agent (Nkomazi NSEZ)
CIDB	Construction Industry Development Board
EM	Executive Manager (NSEZ)
EMEs	Exempted Micro Enterprises
GCC	General Conditions of Contract
NSEZ EXCO	Nkomazi SEZ Executive Committee
MT NSEZ	MSME Management Team Nkomazi SEZ
PM	Project Manager (NKOMAZI SEZ)
QSEs	Qualifying Small Enterprises
MENTOR	MSME Construction Mentor
SOP =	Standard Operating Document for Sourcing of MSME sub-contractors
IZP=	Industrial Zones Programme
MSME =	Micro, Small, Medium Enterprise
PA =	Principal Agent
CSD =	National Treasury Central Supplier Database
CIPC =	Company and Intellectual Property Commission
SARS =	South African Revenue Service

Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee, Mr. T Mathebula; Ms. YD Mbane



A1 INTRODUCTION

This document contains the Standard Operating Document that governs the sourcing of MSMEs as Subcontractors in the Nkomazi project. It is one of the methods that are implemented to enhance the development of MSMEs by Nkomazi SEZ. This document is binding to the Principal Contractor and is designed for the execution Nkomazi SEZ of projects.

A2 APPLICABLE DOCUMENTATION

This STANDARD OPERATING DOCUMENT is to be read together with following applicable documents:

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

A3 FORMS

These forms are applicable for implementation of this Standard Operating Document:

- (a) **MSME 001** MSME Declaration Form (Completed and Tender Offer)

Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee, Mr. T Mathebula; Ms. YD Mbane



STANDARD OPERATING DOCUMENT FOR THE EMPLOYMENT OF MSME SUBCONTRACTORS

A4 THE SCOPE

This Standard Operating Document governs the sourcing of MSME sub-contractors on the Nkomazi SEZ Project.

A5 THE DEFINITIONS AND INTERPRETATIONS

For the purposes of this section of the Standard Operating Document, the definitions given in the relevant form of contract used either between the Principal Contractor and the IA or the Principal Contractor and MSME, other Project Standard Operating Documents, together with the following additional definitions shall apply:

- (a) **"Agreement"**: Shall have the meaning assigned thereto in the relevant form of contract;
- (b) **"Contract Value"**: A monetary value that initially is equal to the contract sum that is subject to adjustment;
- (c) **"Direct Contractor"**: A party appointed directly by the employer to do specialist work on site prior to practical completion;
- (d) **"Domestic Subcontractor"**: A subcontractor who contracts with the main contractor to supply or fix any materials or goods or execute work forming part of the main contract. This contractor is employed by the main contractor;
- (e) **"Management Team (MT NSEZ)"**: A team that is set up by NSEZ EXCO after award of the contract, consisting of the Principal Contractor, the Engineer/Principal Agent, IZP and a delegated person from the NSEZ (PM/PrM or Procurement Representative) and Project Manager (as and when required). The function of the MT NSEZ will be to consult regarding the management of the subcontracts involving MSMEs. The MT NSEZ will also evaluate the Principal Contractor's performance regarding the goals set for MSME involvements. The NSEZ Project Manager is to decide on the party to chair and lead the

Directors:

Mr. VV Windvoel (Chairperson); Dr. N Mahlalela (CEO); Dr. D Dube; Mr SM Nkosi; Mr J Ngwenya; Mr JN Khoza; Mr CNM Padayachee, Mr. T Mathebula; Ms. YD Mbane



MT NSEZ. Proper minutes of these meetings will be taken by the Engineer/Principal Agent;

- (f) **“NSEZ EXCO Structure** provided by the IA to monitor the procurement and work of MSMEs and provide limited mentoring (business management) services directly to MSME's;
- (g) **“MSME Construction Mentor”**: Person provided by the Principal Contractor to guide, assist and mentor all eligible potential MSMEs tendering and awarded a contract as MSME Subcontractors as per Section A of this Standard Operating Document.
- (h) **“Micro, Small, Medium Enterprises”**: A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996), providing a Commercially Useful Function as provided in the IA Procurement Procedures policy.
- (i) **“Standard Operating Document”**: means this document containing the IA's Standard Operating Documents for the utilisation of MSMEs on NKOMAZI SEZ projects
- (j) **“Sub-contractor”**: A contractor who contracts with the Principal Contractor to provide works as part of the total services required by the IA for that Contract.
- (k) **“MSME Package”**: Specified work package identified for execution by MSME's. The identifiers are PSP, IA (Nkomazi EXCO) and Principal Contractor;
- (l) **“Training”**: The process of providing a MSME Contractor with theoretical and practical work package specific education as agreed to by the NSEZ Team;
- (m) **“Guidance”**: The process of directing an MSME Contractor, in writing, regarding the appropriate execution of work bundles in part or whole.
- (n) **“Monitor”**: To check, correct and oversee the orderly and appropriate execution of the works

Directors:

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A6 APPOINTMENT OF MSME's

A6.1 MSME Targets

The MSME target as committed in the Form of Offer of the tender document shall be calculated as the contract value excluding (socio economic value, escalation, contingency, specialist items and Value-Added Tax (VAT) must be executed by MSMEs. It is compulsory for the Principal Contractor to achieve this target. The Principal Contractor's performance against this target will be monitored on a monthly basis through the submission of the mandatory MSME Manager's Monthly Report). All the relevant reports to be submitted by the Principal Contractor will be furnished at the appointment stage.

Failure by the Principal Contractor to achieve the committed target will result in a non-compliance which may lead to a termination of the contract.

A6.2 Definition of MSME

The construction value as calculated above on the NKOMAZI SEZ construction project will be allocated to qualifying MSMEs in alignment with the PPPFA Regulation 9 of 2022; □ A qualifying MSME is referred to as:

- a) A company that has a valid registration certificate with CIPC
- b) A company that is at least 51% black owned and managed.
- c) A valid SARS PIN;
- d) An active CIDB status; Grade 1-3 (CE and EP)
- e) Registration with CSD;
- f) A valid BBBEE certificate or affidavit;
- g) A valid proof of residence in Nkomazi; all addresses of the registering contractor will be validated using a Municipality Utility Bill, Municipality Proof of residence Letter or a Municipality Proof of Residence Letter and Traditional Council Letter stamped and signed for the prior period of 6 months.
- h) A local entity. The locality of an entity will be judged on a sliding scale, with first preference given to qualifying MSME entities registered within Target Area 1, followed by Target Area 2 and Target Area 3 in which the NKOMAZI SEZ is located.
 - Target Area 1: Nkomazi Local Municipal Area based:
 - Target Area 2: Mpumalanga based but not in Nkomazi Local Municipal Area:
 - Target Area 3: South African based but not in Mpumalanga or Nkomazi Local Municipality

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A6.3 Targeted MSME Participation

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

- Built Environment Works; and
- Specialist service providers (e.g. Civil, Structural and Electrical Bulk services)

A6.4 Contracting Process

After the Award of the Contract, the Principal Contractor will have to start the process as stipulated in this Standard Operating Document for the involvement of MSMEs to achieve its tendered MSME Participation Goal as per the Form of Offer. This contracting process for subcontracting MSMEs must be completed in accordance with the detailed construction programme of the Principal Contractor for the various works as to ensure momentum of the contract always works. The Principal Contractor shall take due cognisance to also programme this MSME contracting process in its detailed construction programme.

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

- Complete and submit the final schedule of work(s) to be performed by MSME(s) As per the Contractors proposal and methodology to achieve the Contractors commitment as per the form of offer to the NSEZ EXCO Team by the MSME Construction Mentor when the Principal Contractor submits the detailed construction programme as per the letter of appointment or award.
- Start and complete the tender or quotation process in consultation with the MT NSEZ.
- Sign a subcontract agreement, as per the Main Contractors Contract with the Client, for each work activity with the successful MSMEs;
- Mentor and monitor the MSME Subcontractors and their work output and quality.
- Issue a Certificate of Experience to each Subcontractor.

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- Go through the tender and appointment phase for replacement MSME's in the event of termination of an MSME Subcontractor due to failure by them to perform.

Before the MSME tender phase, the Principal Contractor together with the PSP in consultation with the MSME MT NSEZ, shall be responsible for identifying:

- the scope and extent of the works to be included in any MSME subcontract based on information obtained from the Principal Agent on how the Provisional Sums were determined.
- the total number of subcontracts to be used.
- the time at which subcontracts will be used; and
- the duration of the subcontract.

in such a manner as will facilitate the achievement of all objectives and principles pertaining to MSMEs use and development as are stated in or as may reasonably be inferred from the conditions of this Standard Operating Document, due cognisance being taken of:

- the prevailing levels, ability, resources and previous experience of the potential candidates available.
- the training and assistance to be provided to the MSMEs as per the CIDB Built Programme
- the period allowed in the Appendix to Tender for completion of the contract works in accordance the approved detailed programme of works;
- all constraints and conditions contained in this Standard Operating Documents, as may impact upon the subcontract.

A7 IDENTIFICATION OF MSME'S TO PARTICIPATE AS MSME'S SUBCONTRACTORS

As an on-going process, the IA has established a NSEZ database for all interested businesses to register their interest to work in NKOMAZI SEZ projects through the NKOMAZI SEZ/MEGA website. The IA then encourages all interested businesses to be assessed and graded according to their sector/industry, specialisation and capabilities through the CIDB. The NSEZ can assist MSMEs during this process. MSMEs will also be encouraged to keep updating their data (grades and contact details) on the NSEZ database.

A7.1 Additional Work Packages and Principal Contractors Responsibility

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During Construction phase, the Principal Contractor, PSP or the MT NSEZ may identify additional work to be performed by MSMEs above those contained in the proposal. This additional work will also follow the same Standard Operating Document in terms of scheduling and procuring MSMEs for such work.

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

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

The Principal Contractor will mentor, always supervise and manage the MSME work and support MSMEs to ensure compliance with the Standard Operating Documents and drawings. The Principal Contractor shall provide support for MSME contract administration and shall ensure that MSME monthly reports are submitted to the IA.

A8 TENDER PROCESS FOR MSME's

The tendered MSME Packages Schedule will be finalised with Principal Contractor where after the Principal Contractor will start with procurement of MSMEs to partake in the tendering or quotation process.

MSMEs sourced through this process in conjunction with the MSME Unit and the MT NSEZ shall be considered as **Domestic Sub-contractors**.

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

A8.1 Tender Invitation

A list of MSME from the NSEZ database will be obtained for work packages performed by MSMEs. All MSME tenders will be advertised via the NKOMAZI SEZ/MEGA website

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The contractor shall submit RFQ to the MT NSEZ to be uploaded to the Nkomazi SEZ database for eligible MSMEs to price. The MSME will be evaluated for price and specific goals as per Preferential Procurement Regulations (PPR 2022) Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000).

A8.2 Facilitate a Mandatory Briefing Session

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

A8.3 Assistance to the MSME's

The Principal Contractor shall be responsible for ensuring that prospective MSME tenderers fully comprehend the:

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

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

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- be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential MSMEs eligible to submit tenders for the particular level of subcontract applicable;
- be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
- be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

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

A8.4 Adjudication

- The Principal Contractor shall receive all tenders at the construction site location identified by it with all sealed tender submissions to be placed in a proper tender box to be provided by the Principal Contractor for this purpose. A submission register is to be maintained by the Principal Contractor for all tenders received.
- All tenders received shall be evaluated by the Principal Contractor and MT NSEZ for final approval. The draft tender evaluation must be sent to the MT NSEZ members 5 working days prior to the MT NSEZ meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender valuation must be acceptable to the MT NSEZ and be agreed upon at the first MT NSEZ meeting.
- The MSME Unit shall have the right to interview any tenderer for the purpose of:
 - clarifying any aspect of the tender;
 - verifying the eligibility of the tenderer;
 - conduct a rate breakdown exercise to clarifying rates and prices.
- The Principal Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

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- After the award, the IA reserves the right to review the transparency of the Principal Contractor's MSME subcontracting and award process.

A8.5 Award of Tenders

The Principal Contractor shall explain his evaluation process of adjudication to the MT NSEZ for endorsement. All enquiries about the process thereafter will be referred to the Principal Contractor and MT NSEZ.

The Principal Contractor will appoint the work to the successful MSME tenderer where after a subcontract agreement will be signed between the Principal Contractor and the successful MSME tenderer.

It is assumed that the Principal Contractor has allowed adequate time in the construction programme for training of MSMEs and included such training costs for the non-accredited training deemed to be either included in the tendered rates or mark-up provision allowed for the various MSME work packages. The non-accredited training to be provided by a responsible, competent and qualified person/s of the Principal Contractor to each of the awarded MSMEs within five (5) days after award and ten (10) days before the commencement of the works package shall include but not limited to:

- Compilation and maintenance of the Occupational Health, Safety and Environmental File and compliance with Construction Regulations by a CHS Officer
- (CHSO) registered with the South African Council for the Project Management Professions – 2 days,
- Setting up and Maintaining Cash Flow, Construction Programme and Method
- Statement – 2 Days,
- Setting up and Maintaining Quality Management Plan and Risk Register – 1 Day,
- Basic Conditions of Contract of the relevant contract and setting up short term contracts for labour as per the main contract – 2 Days,
- Balancing of Bill of Quantities, Financial Control and Management – 2 Days,
- Site Administration – Principal Contractor shall provide for each MSME a daily site diary,
- A4 triplicate book for recording site instructions and a measurement book, train to complete and update – 1 Day;
- Technical Training - Interpretation of Technical Drawings, Setting Out and General -2 Days;
- Weekly Report Writing – 1 Day;

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- Methods of Measuring Resource Productivity – 1 Day,
- Measurement of Work Done, Interim Payment Certificate and Compilation – 1Day, and
- Dispute Avoidance and Resolution Procedures – 1 Day.

The MT NSEZ Training Compliance Officer will be notified five (5) days prior the commencement of the non- accredited training. Proof of such training is to be recorded on the monthly MSME report and forwarded to the MT NSEZ for capturing & filing.

A9 TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

A9.1 Contractual Obligations

In accordance with the provisions of relevant clause of the form of contract being used and subject always to the further provisions of the GCC contract, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Principal Contractor and the MSME. Each subcontract agreement, which is entered into by the Principal Contractor in accordance with the requirements of GCC contract, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

A9.2 Compilation

The Principal Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements therefore as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Principal Contractor's account.

In addition, each subcontract agreement shall be subject to the approval of the MT NSEZ which approval shall be obtained by the Principal Contractor prior to entering the subcontract. The recommended contract for use is the GCC.

The Principal Contractor may not enter any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for the Principal Contractor. The Principal Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this STANDARD OPERATING DOCUMENT.

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A10 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED MSME'S

The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all MSMEs and shall manage, guide and assist each MSME in all aspects of management, execution and completion of its subcontract. The Principal Contractor shall provide additional developmental support initiatives to Potential Emerging (PE) status MSME sub-contractors that are recommended for appointment. Such development support shall be determined by conducting a needs analysis and approved by the MSME Unit. The support by the Principal Contractor shall include, but not limited to:

- Mentorship, Training, Financial management support, Management support in the improvement of performance and quality of work, and all other construction management services required. This shall typically include the on-site productivity planning and management of:

- (a) **Materials Management:** This includes, assisting the MSME Sub-contractors in planning their material's requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the Material's suppliers invoice the correct materials and ensuring the effective integration with the Materials supplier;
- (b) **Cost Management:** This includes, assisting the MSME Sub-contractors in invoicing correctly to the Principal Contractor, ensuring that the correct amount for the materials is reflected on the invoice and ensuring that all labour is invoiced and paid accordingly.
- (c) **Contract Management:** This includes hands-on practical effective construction contract management and administration to MSMEs to take them through step-by-step analysis of the entire project life cycle and contract administration tasks and equip them with the skills they need to determine risks associated with each stage of the life cycle. Use practical advice that will show them how to avoid problems and how to approach dispute resolution for optimum results.
- (d) **Health & Safety Management:** This includes training the MSME Sub-contractor in compiling the Occupational Health and Safety File, ensuring that the MSME Subcontractors are compliant, in the form of PPE, Safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist MSMEs on the induction of labour;

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- (e) **Quality Management:** This includes, creating templates for quality management, to be approved by the Engineer/Principal Agent, and ensuring that the MSME Subcontractors build to the required quality standards as per Standard Operating Documents.
- (f) **Communication Management:** This includes, attending all site meetings and the effective contract management between the Principal Contractor, MSME Unit,
- (g) Principal Agent, construction labour, materials supplier and the community; and
- (h) **Handover Documentation Facilitation:** This includes, ensuring that all the necessary hand over documentation is in place prior to the handing over of houses to the beneficiaries. These may include but not limited to GCC requirements, Department's requirement etc.

The extent and level of such management, guidance and assistance, to be provided by the Principal Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the MSMEs to achieve the successful execution and completion of his subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of MSMEs and or markup provision allowed for the various MSME work packages.

Such support and mentorship shall form part of the monthly reporting by the Principal Contractor to the MSME Unit and MT NSEZ Meeting.

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A10.1 Guide, Assist and Mentor MSME's

a). MSME Construction Mentor for the MSME Subcontractors

The CV of the MSME Construction Mentor is to be submitted at tender stage together with those of proposed key personnel. The Principal Contractor shall, guide, assist and mentor all eligible potential MSMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, including calculation and guidance on rates.

The Principal Contractor will conduct a compulsory tendering training workshop, provide a venue, study material and allow a period of two (2) days (16 hours) for the training of the prospective MSMEs by a Senior Quantity Surveyor and/or Senior Estimator on Pricing Built Environment Tenders/Bids. Training will comprise but not limited of the following:

Mandatory and Compliance requirements, Pricing in relation to the Contract Package Standard Operating Document, Resource requirements, Completion of Tender Document, Wage Schedule and Occupational Health and Safety Requirements. All costs for providing these services are also deemed included into the tender price.

The Principal Contractor shall employ an MSME Construction Mentor, on a fulltime basis, who must attend at site for the duration of the contract. The minimum requirements for this appointment are as follows:

- (i) An accredited National (Higher) Diploma and/or B-Tech/BSc OR EQUIVALENT qualification in the Electrical Built Environment field of study with a minimum of five to ten (5-10) or more years' relevant post-graduate construction practical experience;
- (ii) have a minimum of ten (5-10) or more years in the electrical built environment and experience in the areas identified.
- (iii) the ability to transfer skills and assess an MSME's capability;
- (iv) competence in construction contract administration and dispute resolution;
- (v) competence in commercial aspects of construction contracting; and
- (vi) Competence in construction project management activities.
- (vii) The Principal Contractor must allow for the MSME Construction Mentor under his key personnel in the Preliminaries and General section of the Bill of Quantities.
- (viii) The MSME Construction Mentor will manage the MSMEs and report monthly on progress of each MSME to the MT NSEZ. Such MSME Construction Mentor must be adequately experienced with MSME work(s) and the development thereof and will be subject

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to the approval of the IA. The MSME Construction Mentor will render fulltime on-site assistance to and mentor the MSMEs and such assistance, guidance and mentoring by the Principal Contractor's MSME Construction Mentor shall:

- (ix) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognizance being taken of the capability which could reasonably be expected of potential MSMEs eligible to execute works for the particular level of subcontract applicable;
- (x) be given in a manner which does not unfairly prejudice or favour any particular eligible party working on the same site;
- (xi) Identify the gaps in capacity of MSMEs and propose the required training and/or relevant intervention;
- (xii) where a training gap has been identified the MSME Construction Mentor together with the MSME Unit will arrange for the MSME to attend the required training and ensure that it does not delay the progress on site;
- (xiii) complete all required MSME reports and Logbook for each MSME Monthly;
- (xiv) Adjudicate the MSME tenders and prepare the adjudication report;
- (xv) Present the Adjudication report to the MT NSEZ;
- (xvi) Assist the MSMEs in preparing Implementation plans for their packages and the required documentation to implement the package / project.
- (xvii) Assist the MSMEs in measurements and preparation of payment certificates together with the Principal Contractors Quantity Surveyor on site;
- (xviii) Monitor the performance of emerging enterprises and update the logbook;
- (xix) Prepare the final payment certificates and certificate of experience for the MSMEs on completion of the awarded package; continuous monitoring of the quality of work of the MSME and providing support where required, taking measurements and samples on site to make sure that the MSME work and the materials meet the STANDARD OPERATING DOCUMENTS and quality standards;
- (xx) negotiate and/or arrange for purchase of materials and payment terms on behalf of the MSMEs, no contra charges are to be applied and the MSME is to be invoiced for materials purchased and must have created value for money; and
- (xxi) maintain the program of the subcontract, ensure continuous monitoring and implementation of necessary interventions.
- (xxii) The MSME Construction Mentor will guide, assist and mentor the MSME Subcontractors throughout the Contract using MSME to report on performance of the MSME

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on monthly basis. On completion, the MSME Construction Mentor will issue a Certificate of Completion within seven days after the final completion.

- (xxiii) Quality of work and performance of the MSME Subcontractor
- (xxiv) Where the Principal Contractor considers that the MSME Subcontractor is failing to perform its obligations in accordance with the subcontract agreement, the Principal Contractor shall issue a written notice identifying the deficiencies and requiring the MSME Subcontractor to take corrective action within 14 days of receipt of such notice. In the case of matters referred to in clauses D11.3(d) and D11.3(e), the MSME Subcontractor shall rectify the identified deficiencies within 24 hours of receipt of the notice.
- (xxv) Should the MSME Subcontractor fail to remedy the identified deficiencies within the stipulated period, the Principal Contractor may, subject to the provisions of the subcontract agreement and applicable GCC requirements, take appropriate corrective measures, including the replacement or termination of the subcontractor. Prior to any such action, the Principal Contractor shall demonstrate that reasonable steps have been taken to assist the MSME Subcontractor in achieving the required level of performance.
- (xxvi) Any replacement, termination, or amendment of a subcontractor appointment shall be subject to the approval requirements of the Contract and shall not relieve the Principal Contractor of any obligation, liability, or responsibility under the Contract. The Principal Contractor shall remain fully responsible for the performance of the Works in accordance with the GCC.
- (xxvii) The Monitoring Team (MT) may monitor the performance of MSME Subcontractors and make recommendations to the Principal Contractor regarding corrective actions. The MT shall maintain a change-control procedure for the management, monitoring, and approval of changes to MSME subcontracting arrangements where required by the Contract.
- (xxviii) Training
- (xxix) MSME Contractors registered on the NSEZ MSME Database shall be subjected to a structured developmental assessment to identify capacity, competency, operational, technical, financial, and management gaps that may impede sustainable growth and effective contract delivery. Based on the outcome of the assessment, an MSME Development Plan shall be developed for each participating MSME Contractor in accordance with the objectives of the CIDB Contractor Development Programme (CDP) and applicable CIDB Best Practice Guidelines.
- (xxx) Where developmental interventions are identified, the NSEZ Monitoring Team (MT) shall facilitate, coordinate, or procure appropriate mentorship, coaching, skills transfer, and accredited training programmes aimed at improving the MSME Contractor's technical

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capability, business sustainability, contract management competency, compliance, and progression within the CIDB contractor grading framework. Funding for such developmental interventions shall be provided through the Provisional Sum included under the relevant item in the Bill of Quantities.

(xxxi) The MSME Development Plan and schedule of identified training interventions shall be issued to the Principal Contractor. The Principal Contractor shall submit a skills transfer and mentorship method statement detailing how identified deficiencies will be addressed through workplace learning, coaching, technical support, supervisory exposure, management development, and practical on-site training during the execution of the Works.

(xxxii) Training interventions may include, but shall not be limited to:

- Construction Project Management;
- Occupational Health and Safety and Construction Regulations compliance;
- Quality Management Systems;
- Resource and Productivity Management;
- Contract Administration;
- Construction Planning and Programming;
- Financial Management and Cost Control;
- Business Management and Administration;
- Procurement and Supply Chain Management; and
- CIDB Compliance and Contractor Grading Development.

(xxxiii) The Principal Contractor shall actively participate in and support all approved contractor development, mentorship, and skills transfer initiatives and shall maintain records demonstrating compliance with the approved MSME Development Plans. The objective of these interventions shall be to promote sustainable enterprise development, improved contractor performance, and advancement of MSMEs within the construction industry in accordance with CIDB developmental objectives.

(xxxiv) The costs associated with externally facilitated accredited training programmes shall be funded from the Provisional Sum allocated for contractor development and training.

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b) Reporting

MSME Reporting forms shall form part of the monthly interim payment certificates of the Principal Contractor and failure to submit the required forms and monthly mentorship report will result in the payment certificate being rejected by the IA.

A10.2 Dispute Avoidance and Resolution Procedures

Disputes avoidance and resolution procedures for the MSME will be applied or dealt with as per the GCC sub-contract agreement transcripts.

The Principal Contractor shall at all times:

- (a)** apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular MSME concerned, as well as the level of subcontract applicable;
- (b)** closely manage and supervise all MSMEs and wherever feasible, shall give reasonable warning to MSMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Principal Contractor shall, whenever feasible, give the MSMEs reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the MSME in this regard.
- (c)** When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Principal Contractor shall explain fully to the MSMEs that such actions are provided for in the subcontract. If any dispute should arise between the Principal Contractor and a MSME such dispute shall be resolved in accordance with the provisions of the subcontract.

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A10.3 Payment to MSME's

The following payment conditions shall form part of the Subcontract Agreement entered between the Principal Contractor and MSME:

- a. The Principal Contractor shall draw up a schedule with dates of measuring/certifying works, submitting invoices and payment dates. This schedule is to be issued to the MT NSEZ.
- b. The Principal Contractor shall pay the MSME sub-contractor directly.
- c. MSME payments to be settled by the Principal Contractor within 48 hours of receipt of payment from the employer.
- d. The Principal Contractor must instruct the MSME subcontractors to submit their payment certification or claim in line with the requirements of the contract between the IA and the Principal Contractor to ensure that their claims are processed and onward paid by the IA timeously.

A11 PRINCIPAL CONTRACTOR'S DUTIES UPON COMPLETION OF EACH MSME PACKAGE

The Principal Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this STANDARD OPERATING DOCUMENT, issue free of charge to the MSME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

Contract data:

- Contract title;
- Contractor's full name and address;
- Principal agent's name and address.

Subcontract data:

- MSME name and address;
- Scope or extent of the subcontract works;

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- Value of the subcontract works;
- Applicable level of the subcontract;
- Duration of the subcontract;
- Date of completion of the subcontract; and
- Description of the training undergone by the MSME.

A12 CONTRACTOR'S LIABILITY

A12.1 No provision or requirement set out in this Standard Operating Document shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract between the IA and the Principal Contractor, and the Principal Contractor shall be fully liable for the acts, defaults and neglects of any MSMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

A13 SUBCONTRACTING BY SUBCONTRACTORS

The Principal Contractor is not to permit MSME subcontractors to further subcontract on any other conditions than those applying in the project STANDARD OPERATING DOCUMENT to subcontractors or MSME sub-contractors.

A14 JOINT VENTURING & CONSORTIUM

The MSME sub-contractors are not permitted to enter into Joint Ventures or form a consortium with other MSME(s) sub-contractors.

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A15 REPEAT APPOINTMENTS

- (a) The MSME shall be afforded a maximum of two active packages on **ONE** CIDB Grade and shall not be considered for any further works until they have provided proof to the MSME Team of upgrading with CIDB.
- (b) This will only apply to MSMEs that have successfully completed (at least 80%) their packages within the specified time, achieved the desired quality and adhered to all contractual obligations.
- (c) The MSME Team has the right through the MT NSEZ to query any or all of the recommendations of the Principal Contractor. Once the MT NSEZ is satisfied with the recommendations of the Principal Contractor, it reserves the right approve or reject the repeat appointment.
- (d) This is to ensure the spread of work, mitigation of risk and realisation of the developmental objectives.

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SPECIFICATION:

**PROJECT ENVIRONMENTAL
SPECIFICATION FOR THE CONSTRUCTION OF
EXTERNAL ELECTRICAL BULK
INFRASTRUCTURE FOR PHASE 1, NKOMAZI
SPECIAL ECONOMIC ZONE AT
KOMATIPOORT, MPUMALANGA PROVINCE**

Specification N^o
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11 August 2026

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PROJECT NAME : **CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE
FOR PHASE 1, NKOMAZI SPECIAL ECONOMIC ZONE AT
KOMATIPOORT, MPUMALANGA PROVINCE**

DOCUMENT TITLE : **PROJECT ENVIRONMENTAL SPECIFICATION**

DOCUMENT No. : **CDC-SBU-SPC-204-26**

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
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Distribution:	Nkomazi Special Economic Zone
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REVISION CHART

REVISION	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:
Document Title	<i>Project Environmental Specification</i>		
Document Control Number	Revision		Issue Date

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
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PROJECT ENVIRONMENTAL SPECIFICATION

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1. SCOPE

This Project Environmental Specification (PES) covers the requirements for controlling the impact on the environment of construction activities. The PES is applicable to all construction work activities intended to be performed across the various Provinces. The PES should be read with the project specific scope of work prescribed in the Tender documents. The specification shall be read with the Environmental Authorisation (EA), the Environmental Management Programme (EMPr), DFFE Permit for protected trees and the proposed MV line and switching station drawings submitted for the project. It is to be noted that EA and management measures have been established for the broader Nkomazi SEZ development. Notwithstanding the above, the following environmental requirements should be considered and implemented prior to and during the execution of the proposed electrical works:

Implementation of the Approved EMPr

- All construction activities must be undertaken in accordance with the approved Environmental Management Programme (EMPr) and conditions contained within the EA.
- The contractor must familiarise themselves with all applicable environmental obligations prior to site establishment.

Appointment of an Environmental Control Officer (ECO)

- An independent Environmental Control Officer (ECO) must be appointed for the duration of the construction phase to monitor compliance with the EA, EMPr, environmental specifications and applicable environmental legislation.

Site-Specific Environmental Management

- The contractor must develop and implement a site-specific Contractor Environmental Management Plan (CEMP), including method statements for activities with potential environmental risks.
- Environmental awareness induction training must be conducted for all personnel prior to commencement of works.

Protection of Sensitive Environmental Features

- Construction activities must be confined to the approved work areas.
- Environmentally sensitive areas, including drainage lines, wetlands, natural vegetation, and designated no-go areas, where applicable, must be clearly demarcated and protected from disturbance.
- Vegetation clearing must be restricted to the minimum area required for construction.
- Please note that the shared permit issued in terms of the National Forest Act, 1998 (as amended), has expired. A new permit application will be required should the electrification scope include construction activities that may affect protected trees, i.e., requiring cutting, disturbance, damage, destruction, or removal of said trees. Please note that the competent authority is the DFFE.

Pollution Prevention and Waste Management

- Appropriate measures must be implemented to prevent pollution of soil and water resources.
- Adequate waste receptacles must be provided on site, and all waste generated during construction must be disposed of at appropriately licensed waste disposal facilities.
- Hazardous substances, fuels, and oils must be stored within bunded areas, and spill response equipment must be readily available on site.

Erosion and Stormwater Management

- Suitable erosion and stormwater control measures must be implemented in all disturbed areas to prevent soil erosion and sedimentation.
- Disturbed areas must be rehabilitated progressively and upon completion of construction activities.

Heritage Chance Finds Procedure

- In the event that any archaeological, paleontological or heritage resources are encountered during construction, all works in the affected area must cease immediately, and the relevant heritage authority must be notified.

Monitoring, Reporting and Rehabilitation

- Regular environmental inspections and compliance monitoring must be undertaken throughout the construction phase.
- All disturbed areas must be rehabilitated to an acceptable standard upon completion of the works.

PROJECT SITE LOCATION

The project is located within the Nkomazi Special Economic Zone situated near Komatipoort in the Nkomazi Local Municipality, Mpumalanga Province, South Africa. The project area forms part of the strategic Maputo Development Corridor and lies adjacent to the N4 National Route. Construction activities may extend across multiple work fronts associated with both external and internal electrical infrastructure. The

successful service provider shall be capable of servicing all construction work areas throughout the project duration.



Fig. 1. Site Location of the Nkomazi Local Municipality within the greater Mpumalanga and surrounds

2. INTERPRETATION

2.1 Supporting Specifications

Where the PES is required for a project, the following supporting specifications shall, where applicable, form part of the Contract Documents where necessary:

- (a) EMPr
- (b) JBCC, GCC or Fidic Equivalent Specification etc
- (c) EA/RoD

2.2 Application

This PES contains clauses that are generally applicable to the undertaking of built or engineering works as it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations are set out in this Project Environmental Specification. In the event of any difference or discrepancy between the provisions of this Project Environmental Specification and the provisions of the Project Specifications then the provisions of the Project Specification shall prevail.

2.3 Definitions

For the purposes of this PES, the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions and abbreviations shall apply:

2.3.1 NSEZ:

Means Nkomazi Special Economic Zone

2.3.2 CDC:

Means Coega Development Corporation (Pty) Ltd.

2.3.3 Cement laden water:

Means water containing cement or concrete arising from the Contractor's activities.

2.3.4 Contaminated water:

Means water contaminated by the Contractor's activities such as with hazardous substances, hydrocarbons, paints, solvents and runoff from plant, workshop or personnel wash areas but excludes water containing cement/ concrete or silt.

2.3.5 Environment:

Means the surroundings within which human beings exist and these comprise of:

- (i) The land, water and atmosphere of the earth;
- (ii) Micro-organisms, plant and animal life;
- (iii) Any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) The physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

2.3.6 His:

Means his or her, as applicable.

2.3.7 Method Statement:

Is a written submission by the Contractor to the Engineer in response to the Specifications or to a request by the Engineer, setting out the plant (construction equipment), materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement. The Method Statement shall be in such detail that the Engineer is able to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications. The Method Statement shall cover applicable details with regard to:

-
- Construction procedures;
 - Materials and equipment to be used;
 - Getting the equipment to and from Site;
 - How the equipment/ materials will be moved while on Site;
 - How and where materials will be stored;
 - The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
 - Timing and location of activities;
 - Compliance/ non-compliance with the Specifications; and
 - Any other information deemed necessary by the Engineer.

2.3.8 Potentially hazardous substance:

Is a substance, which, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment. Hazardous Chemical Substances are defined in the Regulations for Hazardous Chemical Substances published in terms of the Occupational Health and Safety Act.

2.3.9 Reasonable:

Means, unless the context indicates otherwise, reasonable in the opinion of the Engineer, after he has consulted with NSEZ Safety, Health & Environment Business Unit.

2.3.10 Silt laden water

Means water containing sand and silt arising from the Contractor's activities and/or as a result of natural run-off.

2.3.11 Site:

This is the area in the possession of the Contractor for the construction of the Works. Where the area is not demarcated, it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

2.3.12 Solid waste:

Means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins, cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

3 MATERIALS

3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications. Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval. Imported gravel, fill, soil and sand materials shall be free of weeds, alien invasive seed matter, plant material, litter and contaminants and shall be obtained from sources approved by the Engineer. A Method Statement detailing the source and methods to ensure compliance with this specification shall be submitted to the Engineer.

3.2 Stockpiling

Any stockpiling of gravel, cut, fills or any other material including spoil shall be in areas approved by the Engineer within the defined working area. The Contractor shall ensure that the material does not blow or wash away. If the stockpiled material is in danger of being washed or blown away, the Contractor shall spray it with material that is not detrimental to the environment or cover it with a suitable material, such as hessian or plastic. Stockpiles of topsoil shall not be covered with plastic. No stockpiling of any material shall be allowed within the 100m of any residential areas or 20m of any "no go" area. Stockpiles will not be stacked higher than **2 meters**.

3.3 Solid waste management

No on-site burning, burying or dumping of any waste materials, litter or refuse shall occur. The Contractor shall provide vermin and weatherproof bins with lids of sufficient number and capacity to store the solid waste produced daily. The lids shall be always kept firmly on the bins. Bins shall not be allowed to become overfull and shall be emptied at least once a day. A designated area shall be established, enclosed with signage always provided. The waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved. Recyclable waste shall be disposed of into separate skips/bins and removed off-site for recycling. All solid waste shall be disposed off site at an **approved landfill Site**. The Contractor shall

supply the Engineer with the appropriate disposal certificates and kept in the Environmental File.

The Contractor must facilitate the re-use of cleared trees and bush (e.g. by allowing controlled wood cutting and removal of wood). Cleared vegetation may only be burnt when no other form of re-use (e.g. **chipping or composting**) is practical or economical. Burning of cleared vegetation may only take place in a safe area (e.g. borrow pit) after permission has been obtained from all the relevant authorities and the Fire Department has been informed. The Contractor must ensure that cleared trees and wood are removed from the site within **45 days** of site clearance. The Contractor shall submit a solid waste management Method Statement to the Engineer. The contractor shall provide Certificates of safe disposal for all waste removed site.

3.4 Water use

All sources of water for construction purposes must be approved by the Engineer in writing before any such sources can be used to obtain water. Water collection must be kept in the form of registers and record all water cotted per day.

3.5 Hazardous substances

The transportation and handling of hazardous substances must comply with the provisions of the Hazardous Chemical Substances Act (Act No. 85 of 1993) and associated regulations as well as SABS 0228 and SABS 0229. The Contractor shall also comply with all other applicable regional and local legislation and regulations regarding the transport, use and disposal of hazardous substances. Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Safety Data Sheets (SDS) shall be available on Site. Procedures detailed in the SDSs shall be followed in the event of an emergency.

The Contractor shall be responsible for the training and education of all personnel on Site who will be handling hazardous materials about their proper use, handling and disposal. If potentially hazardous substances are to be stored or used on Site, the Contractor shall submit a Method Statement to the Engineer detailing the substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

3.6 Contaminated water

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and that the water table is not endangered. Water containing such pollutants as chemicals, washing detergents, sewerage, fuels, paints and solvents and hydrocarbons shall be contained and discharged into an

impermeable storage facility for removal from the site or for recycling. This particularly applies to runoff from fuel depots/workshops/truck washing areas. The Contractor may direct contaminated water into a sewerage main, provided that authorisation has been obtained from the local authority and that the Engineer has provided written permission for this action. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted. The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Contractor shall submit a Method Statement to the Engineer detailing how the contaminated water will be managed on Site.

3.7 Cement and Bulk Mixing Plant

The proposed location of bulk mixing plant (including the location of cement stores and sand and aggregate stockpiles) shall be indicated on the Site layout plan and approved by the Engineer. All wastewater generated from the operation and cleaning of concrete mixing equipment and other sources of concrete shall be passed through a concrete wastewater settlement system as depicted in the appropriate drawing. The water from this system shall not be allowed to flow into any “no go” area or water course but must permeate through the ground before it reaches any such water course. The accumulated sludge in the settlement system must be regularly cleaned out and appropriately disposed of as solid waste.

The Contractor shall ensure that minimal water is used for washing of concrete mixing equipment. Used cement bags shall be disposed of in weatherproof bins on site to prevent the generation of wind-blown cement dust and the bags from blowing away. During construction, the contractor must ensure that concrete is mixed on mortar boards, all visible remains of concrete are removed and disposed of as waste and that all surplus aggregate is removed. A Method Statement detailing all actions to be taken to comply with the cement and mixing requirements shall be submitted to the Engineer.

4 PLANT

4.1 Fuel – Petrol, Diesel, Oil Etc

4.1.1 Fuel Storage

Fuel can be stored on site. The location of the fuel storage area will be approved by the Engineer and will be situated at least 100m away from any major drainage systems, residential areas or “no go” areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “No Smoking”, “No Naked Lights” and “Danger” conforming to the requirement of

SABS 1186 shall be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area. The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly always shut and under lock and key. The capacity of the tank shall be clearly displayed, and the product contained within the tank clearly identified using the emergency information system detailed in SABS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding **9000 litres** and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

Tanks on site shall not be linked or joined via any pipe work but shall remain as separate entities. The tanks shall be situated on a smooth impermeable base with a bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints with a layer of sand over to prevent perishing. The impermeable lining shall extend to the crest of the bund. The floor of the bund shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed. Appropriate material, approved by the Engineer that absorbs/ breaks-down or encapsulates minor hydrocarbon spillage and which is effective in water shall be installed in the sump.

The tanks and bunded areas shall be covered by a roofed structure, as detailed in the appropriate drawing, to prevent the bunded area from filling up with rainwater. This structure shall be constructed in such a way, and to the approval of the Engineer, to ensure that it is not dislodged by wind. If any water does collect in the bunded area it shall be removed within a day of this occurring and taken off Site to a disposal site approved by the Engineer, and the material that absorbs/ breaks-down or encapsulates minor hydrocarbon spillage shall be replenished.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected. Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use. A Method Statement shall be submitted to the Engineer detailing the design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks and for the type of absorbing/ breaking-down or encapsulating material to be used.

4.1.2 Refuelling

Where reasonably practical, plant shall be refuelled at a designated re-fuelling area/depot or at a workshop as applicable. If this is not reasonably practical, then the surface under

the refuelling area shall be protected and appropriately bunded against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities.

If fuel is dispensed from **200 litre** drums, the proper dispensing equipment shall be used, and the drum shall not be tipped to dispense fuel. The Contractor shall ensure that the appropriate fire-fighting equipment is present during refuelling operations. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of **200 l** of hydrocarbon liquid spill. Prior to any refuelling or maintenance activities, the Engineer must approve this material.

4.1.3 Used oil and hydrocarbon contaminated materials

Used oil shall be stored at a central location on Site prior to removal off Site for disposal at an approved disposal or recycling site. Old oil filters and oil, petrol and diesel-soaked material shall be treated as hazardous waste. The Contractor shall remove all oil, petrol, and diesel-soaked sand immediately and shall dispose of it as hazardous waste or treat it on site with material that breaks-down or encapsulates such spillages as approved by the Engineer.

4.2 Ablution Facilities

Washing, whether of the person or of personal effects, and acts of excretion and urination are strictly prohibited other than at the facilities provided. The Contractor shall provide the necessary ablution facilities for all his personnel prior to the commencement of work and shall ensure that his personnel make use of the facilities. Toilet facilities shall be supplied by the Contractor for the workers at a ratio of at least **1 toilet per 15 workers** in areas approved by the Engineer. Every 1-man urinal will be taken as supplying the equivalent of 5 men in addition to the 15 men per toilet on site. No toilets will be erected within 100m of any residential areas, within 20m of the edge of the Site, within 50m of any “no go” areas or any major drainage systems. Toilets shall be situated within 200m of any area where work is taking place in numbers sufficient to meet the ratio depicted above for the workers in the area. Mobile toilets (e.g. trailer mounted) should be considered for Sites, where workers may be expected to cover large distances every day.

The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. Toilet paper, soap, sanitizer, form of towels shall be provided. Temporary/ portable toilets shall be secured to the ground to prevent them toppling due to wind or any other cause, to the satisfaction of the Engineer. Discharge into the environment and burial of waste is strictly prohibited. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are removed from the Site. Toilets shall be emptied before the Contractors' holidays or any other temporary site closure.

4.3 Eating Areas

The Contractor shall designate eating area/s, subject to the approval of the Engineer. The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. No cooking is allowed outside of the Contractor's camp area on Site. At mealtimes all workers must eat in designated eating areas. More than one area may be required for large Sites and to accommodate issues of Social Distancing. These areas shall have shade for the workers. The eating areas may be in existing structures or in temporary/ transportable structures that shall be well constructed using wood or metal for the frame and screened on the top and sides with shade cloth/ canvas or other material to the satisfaction of the Engineer. These areas shall be well demarcated and in locations approved by the Engineer and shall not be within 100m of any "no go" areas or any major drainage systems, on or adjacent to the Site. There must be Sanitizer Stations at each eating areas and sufficient bins shall be present in these areas. All disposable food packaging must be disposed of in the bins after every meal. The feeding or leaving of food for animals is strictly prohibited.

4.4 Site Structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of the land area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection. The Contractor shall supply and maintain adequate and suitable sheds for the storage of materials. Sheds for the storage of materials that may deteriorate or corrode if exposed to the weather shall be weatherproof, adequately ventilated and provided with raised floors.

4.5 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.6 Workshop, equipment maintenance and storage

Where practicable, all maintenance of equipment and vehicles on Site shall be performed in a workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing such activities. No maintenance, including emergency maintenance, of plant can take place within 50m of any "no go" area or drainage system.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or thick plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages. When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. **Drip trays** shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles) always.

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site. The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing and low sudsing-type detergents. A Method Statement must be submitted to the Engineer detailing the design of the bunding of the workshop and how run-off from the workshop will be managed as well as how drip trays used under plant will be managed.

4.7 Noise

The Contractor shall take precautions to minimise noise generated on Site (e.g. Install and maintain silencers on machinery). The Contractor shall comply with the Noise Induced Hearing Loss Regulations published under the Occupational Health and Safety Act and Regulations, Act (85 of 1993). Appropriate directional and intensity settings are to be maintained on all hooters and sirens. No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public

within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.8 Dust Control

The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the Engineer 48 hours in advance of anticipated 'unavoidable' dust generating activities. The Contractor shall take all reasonable measures to minimize the generation of dust because of construction activities to the satisfaction of the Engineer.

Appropriate dust suppression measures include spraying or dampening with water, using a commercial dust binder, rotovating straw bales, planting of open cleared space and the scheduling of dust-generating activities.

If the conditions are such that the Contractor cannot satisfactorily dampen the dust, then the Engineer may halt operations until such time as the conditions are more suitable for lower dust generating construction.

Damping of all gravel haul and access roads with water must be ongoing and special attention must be given to roads close to residential areas. Should dust still be a problem on any specific road, the allowable speed will be reduced to 20km/h. If dust is still a problem the road should be treated with a commercial dust binder, as required, to form a cohesive layer that will control the dust on the road. Areas that are to have the topsoil stripped for construction purposes must be limited and only stripped when work is about to take place.

Other activities and situations that may result in a dust nuisance include site clearance and other earth moving operations, open cleared space, stockpiles of topsoil or sand and activities associated with concrete batching plants. A Method Statement detailing how dust will be managed for different operations on the site must be submitted to the Engineer for his approval before any work that could result in dust being generated is undertaken.

5 CONSTRUCTION

5.1 Method Statements

The following Method Statements, as well as any required by the Project Specification, shall be provided by the Contractor and submitted with the Environmental File for reviewing and approval upon to the awarding of a Contract and prior commencement of construction work. Listed below are the method statement to be developed by the successful Bidder -

5.1.1 Solid waste management (Clause 3.3)

Expected solid waste types, quantities, methods and frequency of collection and disposal as well as location of disposal sites.

5.1.2 Contaminated water (Clause 3.6)

Methods of minimising, controlling, collecting and disposing of contaminated water.

5.1.3 Contractors Environmental Officer (EO) (Clause 5.2)

The name and letter of appointment of the Contractors Environmental Officer must be given to the Engineer and the terms of reference for the work to be undertaken by the EO must be detailed including time on site, CV, roles and responsibility, interaction with the Contractor key personnel.

5.1.4 Site division (Clause 5.4)

The location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project)

5.1.5 Emergency procedures (Clause 5.10)

Emergency procedures for fire and accidental leaks and spillages of hazardous substances (including fuel and oil). Include details of risk reduction measures to be implemented including firefighting equipment, fire prevention procedures and spill kits (materials and compounds used to reduce the extent of spills and to breakdown or encapsulate hydrocarbons). Other Method Statements that will be required during construction are to be provided by the Contractor a minimum of 20 days prior to commencement of the works or activities to which they apply (no work can commence on site before these Method Statements have been approved):

5.1.6 Importing of material (Clause 3.1)

Detail the source of any gravel, soil, aggregate or sand imported onto site and precautions taken to ensure no vegetative contamination.

5.1.7 Hazardous substances (Clause 3.5)

Details of any hazardous substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

5.1.8 Cement and bulk mixing plant (Clause 3.7)

Location, layout and preparation of cement/ concrete mixing areas including the methods employed for the mixing of concrete and particularly the containment of runoff water from such areas and the method of transportation of concrete.

5.1.9 Fuel storage and use (Clause 4.1)

The design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks.

5.1.10 Workshop and drip trays (Clause 4.6)

Location, layout, design and pollution control for Workshop as well as management of drip trays under plant.

5.1.11 Dust (Clause 4.8)

Details on the methods for managing dust on the site.

5.1.12 Environmental awareness training (Clause 5.3)

Number, dates, trainer and logistics for the initial awareness courses for the Contractor's employees and for the management Staff.

5.1.13 Access Routes (Clause 5.7)

Details, including a drawing, showing where and how the access points and routes will be located and managed. Any additional Method Statements as required by the Engineer, or the Project Specification must be provided by the Contractor. The Contractor shall not commence the activity until the Method Statement has been approved in writing and shall, except in the case of emergency activities, allow a period of 20 working days for approval of the Method Statement.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment more than that permitted by the Specifications or any legislation. Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel and subcontractors. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract. No claim for delay or additional cost incurred by the Contractor shall be entertained due to inadequacy of a Method Statement.

“Details of the following appointments are required within 7 days before commencing work on site”:

5.1.14 Assistants to the Contractor’s Environmental Officer (Clause 5.2) (if applicable)

The name and appointment letter of the assistants to the EO must be given to the Engineer and the work to be undertaken by these assistants must be detailed including time allocated to these roles and their responsibility and interaction with the Contractors key personnel.

5.1.15 Fire Officer/Marshall (Clause 5.9)

The name and appointment letter of the Fire Officer/Marshall must be given to the Engineer.

5.2 Contractor’s Environmental Officer

The Contractor shall appoint an Environmental Officer who shall be responsible for undertaking a monthly site inspection and audits, manage and monitor compliance with EMPr, EA conditions and relevant environmental legal obligations. The Contractor shall submit the name of the EO as well as a Method Statement detailing his CV, roles and responsibilities to the Engineer for his approval before work can commence on site.

The Contractor will also appoint reliable staff, who will assist and report to the Contractor’s Environmental Officer, to the following positions:

- Litter Assistant to ensure that the site is cleaned every day and that dustbins are not overflowing, and litter does not blow off the site into the surrounding areas.
- Hydrocarbon and Contaminated Water Assistant to ensure that any hydrocarbon spills or leaks are dealt with immediately, vehicles are not leaking hydrocarbons on site, there is no pollution of any water course/ drainage system on or adjacent to site due to any construction activities, all stationary plant has bunds around them that are kept in good working order, the fuel storage and refuelling area is free of spills and leaks of hydrocarbons and any other issues to do with hydrocarbon housekeeping on site. He will also ensure that no contaminated water is escaping onto the site and that the toilets are kept in a clean and good working condition.
- Demarcation and Dust Assistant to ensure that all fencing and demarcation is in place when it is required and that such fencing or demarcation is in good order daily. This person will also be responsible to ensure that excessive dust is not generated from the construction

area and will ensure that the roads are watered, and other areas dampened where necessary and any other actions taken to limit dust generation from site.

These appointments will be made within 7 days before commencing of work on site and will be given to the Engineer in writing.

5.3 Environmental awareness training

Environmental awareness training courses shall be run for all personnel on site. Two types of course shall be run, one for the Contractor's and Subcontractor's management and one for all site staff and labourers. Courses shall be run in the morning during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register on completion that clearly indicates participant's names, a copy of which shall be handed to the Engineer.

The size of each session shall be limited to **30** people. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted. Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel and Subcontractors involved with the Works.

5.3.1 Training course for management and foremen

The environmental awareness training course for management shall include all management staff and foremen. The course, which will be presented by the Engineer's SHE Coordinator, will be of approximately one-hour duration. The initial course shall be undertaken not less than 7 days prior to commencement of work on site. Subsequent courses shall be held as and when required.

5.3.2 Training course for site staff and labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor's EO from material provided by the Engineer unless otherwise required by the Project Specification. The course will be approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel. Subsequent courses shall be held as and when required.

5.4 Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. A Method Statement detailing the location, layout and method of

establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project) shall be submitted to the Engineer. No accommodation for any staff is permitted on the Site.

5.5 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and / or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.6 "No go" areas

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

5.7 Access routes/ haul roads

On the Site and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site.

On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of **40 km/h or as directed by the Engineer**. The Contractor shall supply the Engineer with a Method Statement detailing the location and management of all access points and roads.

5.8 Construction personnel information posters

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

5.9 Fire control

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on Site. No open fires shall be permitted on the Site, with the exception of burning of cleared vegetation after approval by the Engineer and relevant authorities. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where there is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to support the rapid spreading of an initial flame.

The Contractor shall appoint a Fire Marshall who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Contractor shall forward the name of the Fire Marshall to the Engineer for his approval within **7 days** of being on site. The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and natural areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken. The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires that were started as a result of his activities or personnel, and for any cost relating to the rehabilitation of burnt areas, or consequential damages.

5.10 Emergency procedures

Emergency procedures, including the names and contact details of responsible personnel and emergency services shall be made available to all staff and shall be clearly displayed at relevant locations at the Site. The Contractor shall advise the Engineer of any emergencies on Site, together with a record of action taken, within **24 hours** of the emergency occurring. Telephone numbers of emergency services shall also be posted conspicuously in the Contractor's office near the telephone. The Contractor shall submit a Method Statement covering the procedures for the following emergencies:

5.10.1 Fire:

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

5.10.2 Accidental leaks and spillages:

The Contractor shall ensure that his employees are aware of the procedures to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that all the necessary materials and equipment for

dealing with spills and leaks are always available on Site. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of **200 ℓ** of hydrocarbon liquid spill. Any spills must be cleared, and the contaminated soil/sludge disposed of in an appropriate manner, approved by the Engineer, or at a licensed hazardous waste disposal site.

5.11 Community relations

If so, required by the Project Specification, the Contractor shall erect and maintain information boards in the positions, quantities, designs and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer. The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself and note the date and time that the complaint was resolved. The Engineer shall be responsible for responding to queries and/or complaints and may request assistance from the Contractor's Management Staff.

5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

5.13 Protection of species

5.13.1 Flora

Except to the extent necessary for the carrying out of this Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted. The search and rescue of rare, endemic or endangered species prior to Site clearance must be carried out in accordance with the Vegetation Specifications by the competent service provider. Where the site has dense vegetation the Contractor must at the same time perform bush clearing with the presence of flora search and rescue service provider, depending on the provisions made

for this activity and approval by the appointed Engineer. The removal and stockpiling of topsoil must also be carried out in accordance with the Vegetation Specifications.

5.13 2Fauna

Except to the extent necessary for the carrying out of this Works, fauna shall not be removed, injured or disturbed nor shall be killed. Trapping, poisoning and/or shooting of fauna is strictly forbidden. No domestic pets or livestock are permitted on Site. The search and rescue of fauna, endemic or endangered species prior to Site clearance must be carried out in accordance by the competent Service Provider. Where the site has dance vegetation the Contractor must at the same time perform bush clearing with the presents of fauna search and rescue Service Provider, depending on the provisions made for this activity and approval by the appointed Engineer. Trapping or capturing and removal of fauna from site will only be performed by the approved competent Service Provider.

5.14 **Stormwater management**

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

5.15 **Erosion and sedimentation control**

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occurs due to the fault of the Contractor, rehabilitation shall be carried out to the reasonable requirements of the Engineer and at the expense of the Contractor.

5.16 **Aesthetics**

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

5.17 Recreation

If so, required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.18 Temporary site closure

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

5.18.1 Fuels / flammables / hazardous materials stores

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

5.18.2 Safety

- Site safety checks have been carried out in accordance with the Occupational Health and Safety and Regulations, Act (85 of 1993) prior to site closure.
- An inspection schedule and log for use by security or contracts staff is developed.
- All trenches and manholes are secured.
- Applicable notice boards are in place and secured.
- Emergency and Management contact details are prominently displayed.
- Security personnel have been briefed and have the facilities to contact or be contacted by relevant management and emergency personnel.
- Night hazards such as reflectors, lighting, traffic signage etc have been checked.
- Fire hazards identified and the local authority notified of any potential threats e.g. large brush stockpiles, fuels etc.
- Pipe stockpiles are wedged / secured.
- Scaffolds are secure.
- Structures vulnerable to high winds secure.

5.18.3 Erosion

- Wind and dust mitigation measures such as straw, brush packs, irrigation etc are

in place.

- Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- Re-vegetated areas have a watering schedule and the supply to such areas is secured.
- There are sufficient detention ponds or channels in place.

5.18.4 Water contamination and pollution

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

5.19 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavation work, including shell middens, Stone Age tools, fossil bones and other artefacts, graves and wrecked vessels, the Contractor shall **stop work immediately** and inform the Engineer or appointed Independent Environmental Control Officer (IECO). The Engineer or IECO will inform the South African Heritage Resources Agency (SAHRA) and arrange for a palaeontologist/archaeologist to conduct inspection and studies, and if necessary, excavate, the material, subject to acquiring the requisite permits from SAHRA at the following address:

111 Harrington St,
Zonnebloem,
Cape Town,
8001
Postal Address: PO Box 4637
Email: info@sahra.org.za
Telephone: [0214624502](tel:0214624502)

6 TOLERANCES

Refer to Contract document.

7 TESTING

Void

8 MEASUREMENT AND PAYMENT

8.1 Basic Principles

Except as noted below and in the Project Specification as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his Tender.

8.2 Scheduled Items

8.2.1 Protection of stockpiles from blowing or washing away:

The spraying or covering of stockpiles, including the supply of the spray or cover material, as required, shall be measured as a lump sum.

8.2.2 Storage of fuel and oils:

The supply, construction, installation, transport, upkeep and removal of all facilities required for storage and management of fuel and oils will be measured as a lump sum.

8.2.3 Cement laden water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for the management of wastewater from concrete operations will be measured as a lump sum.

8.2.4 Contaminated water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing contaminated water will be measured as a lump sum.

8.2.5 Storm water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing storm water run-off from the site will be measured as a lump sum.

8.2.6 Bunding and management of run-off from workshop areas and supply of drip trays for stationary and "parked" plant:

The supply, construction, installation, transport, upkeep and removal of all facilities required for bunding and managing the run-off from workshop areas as well as all drip trays required will be measured as a lump sum.

8.2.7 Dust management:

The supply, application, transport, upkeep and removal of all materials required to ensure that dust is adequately controlled will be measured as a lump sum.

8.2.8 Fire Control:

The supply, transport, upkeep and removal of all material required for fire control will be measured as a lump sum.

8.2.9 Provision of venue and staff attendance at the environmental awareness training course:

The provision of a venue and staff attendance at the environmental training course will be measured as a lump sum. The sum shall cover all costs incurred by the Contractor in providing the venue and facilities as detailed in the Specifications and in ensuring the attendance of all relevant employees and sub-contractors and their employees, at the training.

8.2.10 Eating areas:

The supply, construction, installation, transport, upkeep and removal at the end of the construction of all eating areas structures shall be measured as a sum.

8.2.11 Ablutions:

The supply, maintenance, regular emptying and removal of toilets shall be measured as a sum.

8.2.12 Site demarcation:

The supply, installation and removal at the end of the construction of all temporary fences shall be measured by length for each type of fence scheduled.

8.2.13 Construction personnel information posters:

The supply, installation and removal at the end of the construction of all construction information posters shall be measured by number of posters for each type of poster scheduled.

8.2.14 Solid waste (including hazardous waste) management

The supply of bins and skips as well as transport of waste to appropriate waste disposal facilities shall be measured as a sum.

8.2.15 Spill kits

The supply, use and replenishment of spill kits, to be used at fuel storage areas and refuelling areas shall be measured as a sum.

8.2.16 Drip trays

The supply, use of drip trays for plant or equipment stored on site or workshop to prevent contamination of surface areas shall be measured as a sum.

8.2.17 Method Statements: Additional Work:

No separate measurement and payment will be made for the provision of Method Statements but, where the Engineer requires a change beyond the requirements of the Specification on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment, then any additional work required, provided it could not reasonably have been foreseen by an experienced Contractor, shall be valued in accordance with the Contract document.

A stated sum is provided in the Schedule of Quantities to cover payment for such additional work.

8.2.18 Work "required by the Project Specification":

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause related to the Project Specification.

Acknowledgement:

I, _____ representing
_____Principal
Contractor have satisfied myself with the content of the Project Environmental Specification
(PES) and shall ensure that the personnel and other people visiting site comply with all
relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Client/Engineer/IECO

Date

The Principal Contractor shall acknowledge the receipt of the Project Environmental Specification and confirm the understanding of its content and context by completing and signing below.

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

4. EVALUATION CRITERIA

Proposals will be evaluated for as follows to enable registration on the Electrical Engineering Contractor Vendor Data base: -

- 1st Administrative Compliance
- 2nd Mandatory Requirement (pre-qualification criteria)
- 3rd on Functionality

1st Stage - ADMIN COMPLIANCE

Administrative compliance will cover all the requirements as per bid document which include review of completion of all submission documents, of all compulsory required information and adherence to the bid invitation including attendance to compulsory briefing session.

The required compulsory documentation is listed in Part A: Bid Document, Section 4. Bid Submission Returnable Documentation.

2nd STAGE – MANDATORY REQUIREMENTS (PRE-QUALIFICATION CRITERIA)

Bidders must include the following **mandatory staffing resources** in their bid submission:

- 1 Proof of **CIDB Grading of 7EP**
- 2 A **Contracts Manager** who is a **Professionally Registered Senior Electrical Engineer** or **Senior Electrical Engineering Technologist** (must be registered with ECSA as a Pr.Eng or Pr.Tech.Eng. (A Pr.Techni or any candidate registration shall not be accepted.) Must possess a **Degree in Electrical Engineering** with at least **10 years' proven post graduate experience** and with extensive experience **Bulk Electrical Infrastructure, Substations and Electrification**. The Contracts Manager shall also be registered with **SACPCMP as a Professional Project Manager** (PrCPM, not as a candidate.)
Accredited training in Substation Construction is mandatory.
- 3 An Electrical Engineer or Electrical Engineering Technician **Site Agent** with at least a **National Diploma in Electrical Engineering** with at least **10 years' proven post-qualification experience** with extensive experience in Electrical Infrastructure, Substations and Electrification in large township development projects.
- 4 A **Civil Engineering Site Supervisor** who must have at least a National Diploma qualification in Civil Engineering and 15 years' post-qualification experience in Electrical Infrastructure, Substations and Electrification in large township development projects.

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

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- 5 **A Registered Electrician** with a **minimum NQF Level 3 qualification**, who has passed a trade test, has been awarded a wireman's license, has passed the SANS 10142-1 exam, is **Three Phase qualified** and is registered as an electrical contractor with the South African National Department of Labour for at least 12 years).
 - 6 **A Substation Construction Specialist** with accredited training and 10 years' experience in substation construction.
 - 7 **Safety Officer** must be a SAMTRAC qualified with 2 years practical experience and a Safety Diploma from an accredited tertiary education institute.

*Bidders must attach copies of appropriate qualifications and professional registration certificates and must be in good standing with the relevant professional council at the time of bid submission. Bidders must also present comprehensive CV's with verifiable references related to relevant experience projects completed.

*Bidders must also provide certified original letters from each person nominated in their Bid as one of the above mandatory staffing resources stating their knowledge of their particulars being included in this bid and their personal willingness to be included.

NB:

1. **Each nominated key staff resource may only be utilised for one of the mandatory disciplines** listed above. If any resource is listed for more than one discipline, the bid shall immediately be disqualified and will not be assessed for next stage of evaluation.
2. **Each nominated key staff resource shall only be utilised in a single bid.** Should there be a duplication of key staff resources over more than one bid, even if for different positions, such bids will be disqualified and none of them will not be assessed for next stage of evaluation.
3. Each key staffing resource nominated and listed in the Bid shall be **accompanied by a signed and certified letter from that particular key resource** providing permission that their particulars may be used in the bid and that their personal information (CV, ID Copy, qualifications and registration certificates and other associated documentation) may be included in the bid and that they are aware of the Bid that they will be included in as a key staffing resource. Failure to provide signed and certified letters from each key staffing resource nominated in the Bid will result in the **bid immediately being disqualified** and the Bid will not be assessed for next stage of evaluation.
4. **A bidder that does not meet all the required mandatory requirements** (pre-qualification criteria) or does not provide the necessary qualifications and/or professional registration proof documentation as stated above or does not provide the necessary certified letter signed by each of the nominated key mandatory staff **will be disqualified** and will not be assessed for next stage of evaluation.

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL
ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

3rd STAGE – FUNCTIONALITY

A technical capacity evaluation will be conducted as the 3rd Stage- Functionality. A table with various technical aspects will be required to be completed by potential bidders. The bidders will be scored out of 10 possible points against the information entered by the bidders into the table.

Only bidders who attain a minimum of **70 points on Functionality** will qualify to proceed for further evaluation on Price and Preference points.

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

3RD STAGE – FUNCTIONALITY - CONTRACTORS WITH A CIDB 7EP GRADING

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
1. Bidder's Experience Appointment Letters or Purchase Orders and Completion Certificates (Practical Completion/ Final Completion Certificates) / Reference Letters to confirm that the project was completed. Bidders must prove experience in: - Bulk Electrical Infrastructure - Substations - Electrification On projects with a minimum value of R8m completed in the last 10 years <i>(Each of the above must be represented with at least 1 project)</i>	4 points per project. 1 Project = 4 points 2 Projects= 8 points 3 Projects=12 points 4 Projects= 16 points 5 Projects = 20 points For a project to score points, it must have an Appointment Letter or Purchase Order and Completion Certificate or a Reference Letter which confirms that the project was completed, the project value and completion date. Incomplete projects will score zero points. <i>(All projects will be verified with the respective Clients)</i>	20	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
2. Key Personnel a) Contracts Manager – Registered Professional Electrical Engineer Must be registered with ECSA at least as a Pr.Eng or Pr.Tech.Eng with experience in executing electrical projects related Electrical Infrastructure. Scoring is as follows: ○ 15 years' experience & above post graduation = (10 points) ○ 13 years to below 15 years' experience post graduation = (7 points) ○ 10 years to below 13 years' experience post graduation = (5 points) ○ Less than 10 years' experience post graduation = (0 points)	Bidders to please attach detailed CVs, Certified Copies of Qualifications including respective Professional Registrations, Certified Copies of Identity Documents, and the Organogram of the Technical Team. NB: The organogram must clearly indicate the role of each professional team member. Professional Registration: Contracts Manager: Registered Electrical Engineer = Professional Registration with ECSA as Pr.Eng or Pr.Tech.Eng (not a candidate registration or Pr.Techni)	10	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORE D
b) SITE AGENT Must at least have a National Diploma in Electrical Engineering Must be registered with ECSA at least as a Technician with experience in executing electrical projects related to Electrical Infrastructure. Scoring is as follows: - 12 years' experience & above post graduation = (5 points) - 10 years to below 12 years' experience post graduation = (3 points) - 8 years to below 10 years' experience post graduation = (1 point) - Less than 8 years' experience post graduation = (0 points)	One Site Agent with at least a National Diploma in Electrical Engineering qualification and ECSA registration as a Technician. (Candidate not accepted) Bidders to please Attach detailed CV (with references), Certified Copies of Qualifications, ECSA registration and ID Copy)	5	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
c) LEAD ELECTRICIAN Must be a Trade Tested Electrician (Red Seal) with a Wireman's Licence and ORHVS qualification and a minimum of 8 years Experience after Trade Certificate. Scoring is as follows: - 12 years' experience & above post graduation = (5 points) - 10 years to below 12 years' experience post graduation = (3 points) - 8 years to below 10 years' experience post graduation = (1 point) - Less than 8 years' experience post graduation = (0 points)	Bidders to please Attach detailed CV (with references), Certified Copies of Qualifications, ECSA registration and ID Copy)	5	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
d) LINES SUPERVISOR Must be a qualified Linesman with ORHVS qualification and a minimum of 8 years proven experience. Scoring is as follows: - 15 years' experience & above post graduation = (5 points) - 12 years to below 15 years' experience post graduation = (3 points) - 10 years to below 12 years' experience post graduation = (1 point) - Less than 10 years' experience post graduation = (0 points)	Bidders to please Attach detailed CV (with references), Certified Copies of Qualifications and ID Copy)	5	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
e) CIVIL WORKS SUPERVISOR Must be a qualified Civil Engineering Professional with at least a Diploma in Civil Engineering qualification and a minimum of 5 years proven experience. Scoring is as follows: - 10 years' experience & above (5 points) - 8 years to below 10 years' experience = (3 points) - 5 years to below 8 years' experience = (1 point) - Less than 10 years' experience post = (0 points)	Bidders to please Attach detailed CV (with references), Certified Copies of Qualifications and ID Copy)	5	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
3. METHODOLOGY & PROPOSAL for Contractors with CIDB 7 EP Rating ➤ Bidders must clearly demonstrate what their proposed methodology will be for the construction of a D&C (not EPC) type project with a construction value of R20 Million where they are appointed for ECSA Works Stages 5 to 6. This must cover: • Initiating process (0-2) • Planning process (0-2) • Executing process (0-2) • Monitoring and controlling process (0-2) • Closing process (0-2) (10) ➤ The bidder must further demonstrate how these processes shall be managed: • Cost management and reporting (0-2) • Program schedule management (0-2) • Quality management (0-2) • Resource management (0-2)	➤ Comprehensive bid specific proposals must be submitted addressing all the requirements as per bid scope. ➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within an appropriate timeframe <i>NB: Scores given for the different bullet point items listed in the Methodology & Proposal section</i>	20	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
Risk management	(0-2) (10) <i>submission shall range between 0 and 2 and will be scored according to the quality of the information included for each item.</i> <i>Should no methodology and/or milestone information be provided for any of the bullet point items, the Bidder will be scored zero (0) for each of the specific items for which no submission has been provided.</i> <i>Final Score will be averaged out of 20</i>		

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
4. SMME AND LOCAL LABOUR UNDERTAKINGS a) SMME Involvement Undertaking The bidder shall undertake to ensure a certain minimum SMME involvement for non-specialist work. The targeted minimum SMME involvement for non-specialist work for the project is set at 30%. However, bidders can select any value but must note that a selected value of higher than 30% and up to 45% (and over) will result in the Bidder scoring higher in terms of Stage: 3 Functionality. A value of 30% or less will score zero (0) in terms of this part of Stage 3: Functionality. Scoring is as follows: 30% SMME involvement undertaking: 0 points	<i>Bidder to include their SMME involvement percentage undertaking in the "Form of Offer and Acceptance" located in Part D: Pricing Data.</i> <i>*Bidders must note that the upon award of the Contract, the Contractor will be continually monitored for compliance with the SMME target undertaken by that Bidder. Failure to comply therewith will result in the Contract being terminated.</i>	10	

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

31% to 45% SMME involvement undertaking: 1 point for every percentage figure stated over 30% up to a maximum of 10 points for a 45% SMME involvement undertaking			
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CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
b) Local Labour Involvement Undertaking The bidder shall undertake to ensure a certain minimum Local Labour involvement for non-specialist work. The targeted minimum Local Labour involvement for non-specialist work for the project is set at 60%. However, bidders can select any value but must note that a selected value of higher than 60% and up to 75% (and over) will result in the Bidder scoring higher in terms of Stage 3 Functionality. A value of 60% or less will score zero (0) in terms of this part of Stage 3: Functionality. Scoring is as follows: • 60% Local Labour involvement undertaking: 0 points • 61% to 75% Local Labour involvement undertaking: 1 point for every 1 percentage figure stated over 60% up to a maximum of 10 points for a 75% Local Labour involvement undertaking	<i>Bidder to include their Local Labour involvement percentage undertaking in the "Form of Offer and Acceptance" located in Part D: Pricing Data.</i> <i>*Bidders must note that the upon award of the Contract, the Contractor will be continually monitored for compliance with the Local Labour target undertaken by that Bidder. Failure to comply therewith will result in the Contract being terminated.</i>		

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
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CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

5. LOCALISATION ➤ Bidders are awarded points for local content as follows: • Nkomazi Local Municipal Area based: 10 points • Mpumalanga based but not in Nkomazi Local Municipal Area: 6 points • South African based but not in Mpumalanga or Nkomazi Local Municipal Area: 3 points • Not a South African based company: 0 points	➤ Bidder is to provide proof of location of offices to prove their localisation points claimed. ➤ A recent Municipal rates and taxes invoice (no older than 1 month of the bid submission date) or a lease agreement for the property will be required, in addition to a company prospectus/profile or company stationery showing the company address. <i>NB: failure to provide all of this evidentiary documentation will result in the bidder scoring zero (0).</i>	10	
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**CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT
NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA
PROVINCE**

(CIDB 7EP)

FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
6. PLANT AND EQUIPMENT ➤ Bidders are awarded points for owning their own plant and equipment as follows: • 8 Ton Crane Truck 4 points • TLB 2 points • 2 X LDV (Bakkies) 4 points	Provide proof that company owns in the form of a copy of Vehicle registration documents. In the case of rented plant, provide a letter from rental company with a copy of the registration certificate of the vehicle.	10	
TOTAL POINTS		100	
MINIMUM THRESHOLD		70	

NB: All professionals to be registered with the relevant respective professional bodies, e.g., ECSA, SACPCMP, SACQSP, etc.

Additionally, should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the same prequalification requirements, and such can only be done after

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
1	SANS 1200A	PRELIMINARIES				
1.1		<u>NLM's specific requirements</u>				
1.1.1		Contractual requirements i.e insurances, statutory contributions etc	Months	24		R 0.00
1.1.2		Establishment of facilities on site such as plant, sheds, water, electricity, lighting, sanitary facilities, stores, communication, concrete batching and mixing, setting out, contractors sign board				
1.1.2.1		Offices	Months	24		R 0.00
1.1.2.2		Staff Accommodation	Months	24		R 0.00
1.1.2.3		Security(24 hours), Armed Response	Months	24		R 0.00
1.1.2.4		Stores (Materials & Equipment)	Months	24		R 0.00
1.1.2.5		Water, Sanitation & Electricity	Months	24		R 0.00
1.1.2.6		Communication	Months	24		R 0.00
1.1.2.7		Community Liason Officer for the duration of Contract	Months	24		R 0.00
1.1.2.8		Training for Student	Months	24		R 0.00
1.1.2.9		Amount for PSC	Months	24		R 0.00
1.1.2.10		Generic Training	Months	24		R 0.00
1.1.3		Specialist Engineering Detailed Design, Information and Drawings				
1.1.3.1		Contractor to conduct Earth Resistivity Testing after completion of S/S platform for Detailed Earthmat and Earthing Design	Item	1		R 0.00
1.1.3.2		Contractor to compile Protection, Metering, AC/DC & Telecontrol -Detail Design Document including all relevant application drawings and diagrams as per Functional Designs and Specifications for approval by Engineer	Item	1		R 0.00
1.1.3.3		Contractor to produce Protection Settings, including all relevant calculations for approval by Engineer	Item	1		R 0.00
Carried Forward						R 0.00

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
Brought Forward						R 0.00
1.1.4		Pre-Commissioning, Final Commissioning, Testing and Handing Over Documentation, Testing Certificates, Test Results, As built Drawings etc complete with sets of all relevant Equipment and Maintenance Manuals				
1.1.4.1		Earth Mat and all Earthing (Complete)	Item	1		R 0.00
1.1.4.2		MV Equipment & Switchgear (Complete)	Item	1		R 0.00
1.1.4.3		Control Plant (Complete)	Item	1		R 0.00
1.1.4.4		MV & LV & Control Cables (Complete)	Item	1		R 0.00
1.1.4.5		Removal of site establishment on completion of contract as per EMP	Item	1		R 0.00
1.1.4.6		Special Safety (OHS Act) requirement by Client	Item	1		R 0.00
1.1.4.7		Establishment of Plant & Equipment	Item	1		R 0.00
1.1.4.8		Inspections by Client	Item	1		R 0.00
1.1.4.9		Environmental requirements by Client	Item	1		R 0.00
1.1.4.10		Establish fencing team	Item	1		R 0.00
1.1.4.11		Transport to approved stores in Ngwathe for all surplus or redundant material or equipment all	Item	1		R 0.00
1.1.5		<u>Contractor's Monthly related items:</u>				R 0.00
1.1.5.1		Contractual requirements-EPWP-Report	Months	24		R 0.00
1.1.5.2		Operation & maintenance of facilities	Months	24		R 0.00
1.1.6		Management & Supervision				
1.1.6.1		Management & Supervision of the works: Appointment of an Authorised Person (HV Regulation Qualified, Full Time Supervisor) Compulsory to provide & list the name(s) of Authorised Person and his credentials for the duration of the contract	Months	24		R 0.00
Carried Forward						R 0.00

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
Brought Forward						R 0.00
1.1.6.2		Company & head office overhead costs	Months	24		R 0.00
1.1.6.3		Programme and Planning	Item	1		R 0.00
1.1.6.4		PC amount for transport and offloading of all materials and equipment forming part of this contract which the contractor shall be responsible for to this site	Item	1		R 0.00
1.1.6.5		Construction Plants-Hire	Months	24		R 0.00
1.1.6.6		Receiving taking control and administering material.Store Man	Months	24		R 0.00
1.1.6.7		For the services of an external Professional COW for use During Construction	Months	24		R 0.00
1.1.6.8		Specialist for the Environmental Management services for use During Construction	Months	24		R 0.00
1.1.7		Prime Cost Items:				
1.1.7.1		PC amount for temporary access to works to allow for construction and delivery of materials incl transformers to site, reinstate to original or desired condition	item	1		R 0.00
1.1.8		Cost for compliance to Construction Regulations requirements as well as Cost for Compliance to Health and Safety Specification, Special Safety (OHS Act) requirements by Client, compiling a Health and Safety Plan, Establishment of Plant and Equipment, Inspections by Eskom and Client				
1.1.8.1		Personal Protective Equipment	Years	2		R 0.00
1.1.8.2		Compliance with Safety Plan & Safety File	Months	24		R 0.00
1.1.8.3		Statutory Health and Safety Appointments	Months	24		R 0.00
1.1.8.4		Health and Safety Training	Months	24		R 0.00
1.1.8.5		First Aid	Months	24		R 0.00
1.1.9		Environmental Management Requirements				R 0.00
1.1.9.1		Compliance with Environmental Legislation as well as environmental specifications included and or referred to in this document and Waste Disposal	Months	24		R 0.00
Subtotal carried to Item 1 of Summary						R 0.00

[illegible]

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
3	D-DT-5240	Installation of Earth Grid				
3.1		Complete Earth Grid: Install as per earth grid drawing including all excavations, backfilling and compaction.				
3.1.1	D-ST-2136 rev0	Main earth mat to be diameter 10 mm round copper 1 m underground level	m	65		-
3.1.2	D-ST-2136 rev0	50 mm x 3 mm flat copper for earth tails for building (Switchgear room, Control room) and earthing of panels. This earthing should run on cable rack.	m	60		-
3.2		Joints/Bonding: Bond all foundation copper to main earth grid of the substation as per earthing standard and foundation drawings.				
3.2.1	D-DT-5240 Sheet 1C2	Joints to be exothermic welds	Each	6		-
3.2.2	D-DT-5240 Sheet 1C2	Main earth grid exothermic weld to earth tails (control room, etc.); 10 mm round to 50 mm x 3 mm flat.	Each	12		-
3.2.3	D-DT-5240 Sheet 1, 2 C 9	50 mm x 3 mm flat copper bolted to corner gate posts	Each	4		-
3.3		Testing:				
3.3.1	IEEE 80	Test the earth-grid resistance on completion of the project.	Each	1		-
Subtotal carried to Item 3 of Summary						-

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
4		Civil Work				
4.1	D-DT-0854	Power Cable Trenches: Excavate all soil, construct and dispose of burden:				
4.1.1	D-DT-0854	Excavate complete 0.5 m wide x 1 m deep cable trench	m³	250		-
4.1.2	D-DT-0854	Supply and install bedding soil	m³	25.0		-
4.1.3	D-DT-0854	Supply and install blanket soil	m³	7.5		-
4.1.4	D-DT-0854	Install warning tape	m	5000		-
4.1.5	D-DT-0854	Backfill soil and compact	m³	250		-
4.2	D-DT-0854	22KV SUPPLY CABLE				
	D-DT-0854	Supply and install 240 mm sq 3 Core 22kV XLPE cable	m	5000		-
		Supply and install 95 mm sq bare copper earth wire	m	5000		-
		POWER CABLE JOINTS/TERMINATIONS:				
4.3	D-DT-0854	240mm² Splicing kits for 22kV 3 Core XLPE cable	No.	20		-
		240mm² Indoor Termination Kit for 22kV 3 Core XLPE cable	No.	15		-
Subtotal carried to Item 4 of Summary						-

Item No.		Description of the Item	Unit	Quantity	Rate	Price (R)
5		<u>Yard Stone</u>				
5.1		Supply, transport to site and spread a 100 mm thick layer of 25 mm – 38 mm stones outside the switch house.	m²	65		-
Subtotal carried to Item 5 of Summary						-

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
6		Installation of Equipment				
6.1		For the supply, delivery , off loading of MV switchgear (Actom or equivalent) , control panels, battery chargers, RTU, Auxilliaries (Switching /Control Room) complete with all SEL or equivalent protection devices & relays as per the Detailed Control Plant design and drawings provided by the Contractor and submitted to the Engineer for approval.				
6.1.1		22kV 1250A , Incomer BKR's 31.5kA Metal Clad Switchgear	each	4		-
6.1.2		22kV 630A , Incomer BKR's 25kA Metal Clad Switchgear	each	1		-
6.1.3		22kV 630A , Outgoing BKR's 25kA Metal Clad Switchgear	each	3		-
6.1.4		22kV 400A , Outgoing BKR's 25kA Metal Clad Switchgear	each	1		-
6.1.5		22kV B/B VTs, Metal Clad Switch Gear	each	2		-
6.1.6		1 X 110V DC 15 A 65AH Battery Terminal Unit	each	3		-
6.1.7		85 x 110V DC Batteries complete with cabinet	each	3		-
6.1.8		22kV/400V Auxilary Supply 50kVA	each	1		-
6.2		<u>New Transformer Equipment:</u> Supply and Install the following equipment:				
6.2.1		50kVA pole mounted transformer on 1866 structure complete with accessories	Each	1		-
6.2.2		50mm²Outdoor Termination Kit for 22kV 3 Core XLPE cable	No.	1		-
Subtotal carried to Item 6 of Summary						-

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Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
9		Facilities				
9.1		Control Room				
9.1.1		Build a 14m W x25m L NATIONAL STD. (CONCRETE FLAT ROOF) COMBO CONTROL BUILDING TYPE 10 Roof shall be a normal Flat concrete roof. (The contractor shall allow for the supply and installation of an outdoor type water proof switch for the yard lighting which will be positioned next to the one 5m gate at the entrance to the control room. This will be wired to a contactor in the yard box via a 4mm-4core cable.)	item	1		-
9.1.2		Supply and install 2 whirly bird ventilators in the roof of the building	each	12		-
9.1.3		Supply and attach cable trays in the control room	m	38		-
9.1.4		Supply and attach substation name board	each	1		-
9.1.5		Supply and attach signs to fence and gates	Item	1		-
9.1.6		Supply and attach procedure in case of fire/first aid to control room	each	1		-
9.2		Distribution Boards				
9.2.1		DB - Switching Station Building	No	1		-
9.3		Low Voltage PVC Cables				
9.3.1		25mm ² 4 core PVC SWA Cable	m	10		-
9.3.2		16mm ² BCEW	m	10		-
9.4		Terminations:				
9.4.1		25mm ² 4 core PVC SWA Cable	No	2		-
9.4.2		16mm ² BCEW	No	2		-
9.5		Conduit Work				
		Supply, delivery and installation of SABS approved PVC and Galvanised Conduits				
		Built or Chase into brick or concrete work:				
9.5.1		20mm PVC Conduit	m	300		-
9.5.2		25mm PVC Conduit	m	200		-
9.6		Wall Boxes				
		Supply and installation of SABS approved galvanised pressed steel wall boxes for building				
		Flush mounted type:				
9.6.1		100 x 50 x 50mm	No	2		-
9.6.2		100 x 100 x 50mm	No	8		-
9.7		PVC Wiring				
		PVC Wiring in conduits:				
9.7.1		2.5mm ² for lights circuits	m	1000		-
9.7.2		4mm ² for plug sockets circuits	m	300		-
9.8		Light Fittings				
		Supply, delivery to site, storage and installation of the below specified light fittings complete				
		Fittings to be equal and similar approved to the below quoted manufacture.				
9.8.1		216W OmniStar Flood Light, Type FL	No	6		-
9.8.2		Flourescent fitting 1500mm 2 x 35W LED Vapour Proof - Interior Type G	No	8		-

Subtotal carried to Item 9 of Summary		-
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Item No.	Description of the Item	Price (R)
1	Preliminaries	-
2	Site Works	-
3	Installation of Earth Grid	-
4	MV Cables	-
5	Yard Stone	-
6	Installation of Equipment	-
7	Erection of Substation Fence	-
8	Facilities	-
9	Attachment Labels and Signs	-
Sub Total A		-
Contingency at 5%		-
Sub Total B		-
Value Added Tax		-
Total of the Prices including VAT		-

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
10	SANS 1200A	PRELIMINARIES				
10.1		<u>NLM's specific requirements</u>				
10.1.1		Contractual requirements i.e insurances, statutory contributions etc	Months	24		R 0.00
10.1.2		Establishment of facilities on site such as plant, sheds, water, electricity, lighting, sanitary facilities, stores, communication, concrete batching and mixing, setting out, contractors sign board				
10.1.2.1		Offices	Months	24		R 0.00
10.1.2.2		Staff Accommodation	Months	24		R 0.00
10.1.2.3		Security(24 hours), Armed Response	Months	24		R 0.00
10.1.2.4		Stores (Materials & Equipment)	Months	24		R 0.00
10.1.2.5		Water, Sanitation & Electricity	Months	24		R 0.00
10.1.2.6		Communication	Months	24		R 0.00
10.1.2.7		Community Liason Officer for the duration of Contract	Months	24		R 0.00
10.1.2.8		Training for Student	Months	24		R 0.00
10.1.2.9		Amount for PSC	Months	24		R 0.00
10.1.2.10		Generic Training	Months	24		R 0.00
10.1.3		Specialist Engineering Detailed Design, Information and Drawings				
10.1.3.1		Contractor to conduct Earth Resistivity Testing after completion of S/S platform for Detailed Earthmat and Earthing Design	Item	1		R 0.00
10.1.3.2		Contractor to compile Protection, Metering, AC/DC & Telecontrol -Detail Design Document including all relevant application drawings and diagrams as per Functional Designs and Specifications for approval by Engineer	Item	1		R 0.00
10.1.3.3		Contractor to produce Protection Settings, including all relevant calculations for approval by Engineer	Item	1		R 0.00
Carried Forward						R 0.00
Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
Brought Forward						R 0.00
10.1.4		Pre-Commissioning, Final Commissioning, Testing and Handing Over Documentation, Testing Certificates, Test Results, As built Drawings etc complete with sets of all relevant Equipment and Maintenance Manuals				
10.1.4.1		Earth Mat and all Earthing (Complete)	Item	1		R 0.00
10.1.4.2		MV Equipment & Switchgear (Complete)	Item	1		R 0.00
10.1.4.3		Control Plant (Complete)	Item	1		R 0.00
10.1.4.4		MV & LV & Control Cables (Complete)	Item	1		R 0.00
10.1.4.5		Removal of site establishment on completion of contract as per EMP	Item	1		R 0.00
10.1.4.6		Special Safety (OHS Act) requirement by Client	Item	1		R 0.00
10.1.4.7		Establishment of Plant & Equipment	Item	1		R 0.00
10.1.4.8		Inspections by Client	Item	1		R 0.00
10.1.4.9		Environmental requirements by Client	Item	1		R 0.00
10.1.4.10		Establish fencing team	Item	1		R 0.00
10.1.4.11		Transport to approved stores in Ngwathe for all surplus or redundant material or equipment all	Item	1		R 0.00
10.1.5		<u>Contractor's Monthly related items:</u>				R 0.00
10.1.5.1		Contractual requirements-EPWP-Report	Months	24		R 0.00
10.1.5.2		Operation & maintenance of facilities	Months	24		R 0.00
10.1.6		Management & Supervision				
10.1.6.1		Management & Supervision of the works: Appointment of an Authorised Person (HV Regulation Qualified, Full Time Supervisor) Compulsory to provide & list the name(s) of Authorised Person and his credentials for the duration of the contract	Months	24		R 0.00
Carried Forward						R 0.00
Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)

Brought Forward						R 0.00
10.1.6.2		Company & head office overhead costs	Months	24		R 0.00
10.1.6.3		Programme and Planning	Item	1		R 0.00
10.1.6.4		PC amount for transport and offloading of all materials and equipment forming part of this contract which the contractor shall be responsible for to this site	Item	1		R 0.00
10.1.6.5		Construction Plants-Hire	Months	24		R 0.00
10.1.6.6		Receiving taking control and administering material.Store Man	Months	24		R 0.00
10.1.6.7		For the services of an external Professional COW for use During Construction	Months	24		R 0.00
10.1.6.8		Specialist for the Environmental Management services for use During Construction	Months	24		R 0.00
10.1.7		Prime Cost Items:				
10.1.7.1		PC amount for temporary access to works to allow for construction and delivery of materials incl transformers to site, reinstate to original or desired condition	item	1		R 0.00
10.1.8		Cost for compliance to Construction Regulations requirements as well as Cost for Compliance to Health and Safety Specification, Special Safety (OHS Act) requirements by Client, compiling a Health and Safety Plan, Establishment of Plant and Equipment, Inspections by Eskom and Client				
10.1.8.1		Personal Protective Equipment	Years	2		R 0.00
10.1.8.2		Compliance with Safety Plan & Safety File	Months	24		R 0.00
10.1.8.3		Statutory Health and Safety Appointments	Months	24		R 0.00
10.1.8.4		Health and Safety Training	Months	24		R 0.00
10.1.8.5		First Aid	Months	24		R 0.00
10.1.9		Environmental Management Requirements				R 0.00
10.1.9.1		Compliance with Environmental Legislation as well as environmental specifications included and or referred to in this document and Waste Disposal	Months	24		R 0.00
Subtotal carried to Item 1 of Summary						R 0.00

[illegible]

Subtotal carried to Item 2 of Summary					

[illegible]

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
11	SANS 1200C	Phase 2 Site Works				
11.1		<u>Site Preparation:</u>				
11.1.1		Outdoor Equipment Yard site to be cleaned of vegetation by contractor	m ²	400		-
1.1.2		Application of Herbicides and Pesticides outside the switch house	m ²	400		-
11.2		<u>Preparation of Surface:</u>				
11.2.1		Excavation of soil done by contractor	m ³	40		-
11.2.2		Importation of soil done by contractor - top soil before installing yard stone	m ³	40		-
11.3		<u>Disposals:</u>				
11.3.1		Disposal of Burden	m ³	40		-
11.4		Phase 2 Civil Works	PC			-
11.5		Preparation of plints for transformers and Protective gear	PC			-
11.6		Additional Yardstone	PC			-
11.7		20MVA Transformer plinths	each	2		-

[illegible]

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
12		Installation of Equipment				
12.1		For the supply, delivery , off loading of 88kv switchgear (Actom or equivalent) , CT/VT, Auxilliaries complete with all SEL or equivalent protection devices & relays as per the Detailed Control Plant design and drawings provided by the Contractor and submitted to the Engineer for approval.	PC			
12.2		New Transformer Equipment: Supply and Install the following equipment:				
12.2.1		20 MVA Transformer	Each	2		
12.2.2		POWER CABLING	PC			
12.3		SCADA SYSTEM	PC			
12.4		CONTROL CABLING	PC			
12.5		88 KV SWITCHGEAR	PC			
12.6		NECR TRANSFORMER (IF REQUIRED)	PC			
12.7		PROTECTION AND CONTROL RELAYS	PC			
12.8		SITE TESTS AND COMMISSIONING	PC			

[illegible]

Item No.	Description of the Item	Price (R)
1	Preliminaries	-
2	Phase 2 Site Works	-
3	Phase 2 Installation of Earth Grid	
4	Phase 2 MV Cables	
5	Yard Stone	
6	Phase 2 Installation of Equipment	-
7	Phase 2 Erection of Substation Fence	
8	Phase 2 Facilities	
9	Phase 2 Attachment Labels and Signs	
Sub Total A		-
Contingency at 5%		-
Sub Total B		-
Value Added Tax		-
Total of the Prices including VAT		-