

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

| TENDER SECTION | | | |
|--|---|-----------------------|--------------------|
| TENDER No : W | IENDER No : WCNCB 11/11/2024 | | |
| PROJECT TITLE : G | ROJECT TITLE : GROOTVADERSBOSCH RING ROAD | | |
| TENDER : 1 CLOSING | 11:00 AM on Monday 2 December 2024 | | |
| CLIENT | CLIENT'S REPRESENTATIVE | | |
| Western Cape Nature Conservation Board T/A CapeNature | | Delta Built Environme | nt Consultants |
| PHYSICAL ADDRESS | POSTAL ADDRESS | PHYSICAL ADDRESS | POSTAL ADDRESS |
| PGWC Shared Services | Private Bag X29 | Rynlal Centre | P O Box 35703 |
| cnr Bosduif & Volstruis Str | Gatesville | 320 The Hillside | Menlo Park |
| Bridgetown | 7766 | Lynnwood | 0102 |
| 7764 | | 0108 | |
| Contact: R Matthews | | Contact: Emile du | Preez |
| Phone: 087 087 3175 | | Phone: 012 368 1 | 850 |
| Email: rmathews@ca | penature.co.za | Email: emile.du | preez@deltabec.com |

NOTE:

All returnable documents as listed on page 12 in this document, including the Form of Offer C1.1 on page 45 must be completed in full and signed. The entire document, from page 1 through 98 must be submitted with your bid. Non-compliance will render your tender invalid.

Name of Tenderer:

.....

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GROOTVADERSBOSCH RING ROAD

<u>IMPORTANT NOTICE</u>: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

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WESTERN CAPE GOVERNMENT THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

| Part T1: | Tendering procedures | | |
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| T1.2 Tender | Data | Page 5 | |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

<u>T1.1</u> Tender notice and invitation to tender

The Western Cape Nature Conservation Board, WESTERN CAPE GOVERNMENT, invites tenders for Tender No. WCNCB 11/11/2024: GROOTVADERSBOSCH RING ROAD.

It is estimated that tenderers should have a CIDB contractor grading designation of **3CE** or higher.

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Documents issued in electronic format (PDF) can be requested by sending an email to rmathews@capenature.co.za stating a return email address, the tender number, name of requesting entity, CSD registration number and CIDB registration number (if applicable) of the entity.

Queries relating to the technical specification of these documents may be addressed to:

| Name: | Delta Built Environment Consultants | |
|--------|-------------------------------------|--|
| Phone: | 012 368 1850 | |
| Email: | emile.dupreez@deltabec.com | |

The closing time for receipt of tenders is **11:00 AM on Monday 2 December 2024.** Facsimile, copied and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

A compulsory site/clarification meeting with representatives of the *Client* will take place at:

| Location: | Grootvadersbosch Nature Reserve Offices, Grootvadersbosch |
|----------------|---|
| Date: | 19 November 2024 |
| Starting Time: | 11:00 AM |
| Location: | Latitude: 33° 59' 8.95"S Longitude: 20°49' 24.44"E |

Supplier Database Registration

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

a) The Central Supplier Database (CSD), and

b) The Western Cape Supplier Evidence Bank (WCSEB)

All prospective Service Providers who are not registered on the CSD are requested to self-register via <u>www.csd.gov.za</u>. Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to <u>wcseb@westerncape.gov.za</u>.

All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted):

Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or Private Bag X9165, Cape Town, 8000

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

T1.2 Tender Data

The Conditions of Tender are the **Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts, August 2019**, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see <u>www.cidb.org.za</u>).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause | Tender Data | | |
|--------|---|---|--|
| C.1 | General | | |
| C.1.1 | In this document " <i>Client</i> " means the "employer" as referenced in the Standard Conditions of Tender, and the terms may be used interchangeably in this document. The <i>Client</i> is Western Cape Nature Conservation Board , who will be assisted by THE DEPARTMENT OF TRANSPORT AND PUBLIC WORKS , WESTERN CAPE GOVERNMENT in the execution of this Contract. | | |
| C.1.2 | Tender Docur | nents | |
| | The Tender D following part | Document (this document), issued by the <i>Client</i> and comprising the ts: | |
| | Part T: The Ten | der | |
| | T1.1 | Tendering Procedures Tender notice and invitation to tender Tender Data | |
| | T2.1 | Returnable Documents List of returnable documents Returnable schedules | |
| | Part C: The Contract | | |
| | C1.1 C1.2 | Agreement and Contract Data Form of Offer and Acceptance Contract Data: Contract Data Part One: Data provided by the <i>Client</i> Contract Data Part Two: Data provided by the <i>Contracto</i> r | |
| | C2.1 | Pricing Data Pricing assumptions & instructions Pricing schedule | |
| | Part C3: | Scope of Work | |
| | Part C4: | Site information | |
| | Appendix: Drawings and Annexures This tender document must be completed in black ink and contains the documents" which must be completed in terms of submitting a tender off | | |
| | | | |

| Clause | Tender Data | | |
|---------|--|--|--|
| C.1.4 | The Client's Agent is: | | |
| | Name: | Delta Built Environment Consultants | |
| | Address Line 1 | Rynlal Centre | |
| | Address Line 2 | 320 The Hillside Road | |
| | Address Line 3 | Lynnwood | |
| | Postal Code: | 01080108 | |
| | Contact no: | 012 368 1850 | |
| | Email address:* | emile.dupreez@deltabec.com | |
| | * Address for electror | ic communications | |
| C.2 | Tenderer's obligation | | |
| C.2.1 | Only those tenderers who are registered with the CIDB and whose registrations are active at close of tender and who satisfy the grading requirement of a CIDB grading of a 3CE or higher, as calculated in terms of the CIDB regulations, are eligible to have their tenders evaluated. | | |
| C.2.7.1 | A compulsory site/clarification meeting with representatives of the <i>Client</i> will take place at: Location: Grootvadersbosch Nature Reserve Offices, Grootvadersbosch Date: 19 November 2024 Starting Time: 11:00 AM | | |
| | THE FOLLOWING C | | |
| | a represe | will automatically be disqualified if the meeting is not attended by entative of the tendering entity. | |
| | attendar | ntatives of tendering entities must complete and sign the meeting nce register, providing full details as required on the register, failure will disqualify the tender. | |
| | appear | e of the lead entity in an envisaged consortium/joint venture must on the attendance register, failure of which will disqualify a tender d by the consortium/joint venture. | |
| | tenderin multiple | entative may not attend the meeting on behalf of more than one g entity. This constitutes anti-competitive behaviour, and when tenders are submitted which reference the attendance of the same t the site/clarification meeting, ALL those tenders will be disqualified. | |
| | | g entities must be represented by a person who is suitably qualified erienced to comprehend the implications of the tender. | |
| | dictated chairper chairper | rperson may delay the start of the meeting at his sole discretion, as by circumstances. After official start of the meeting by the son, late arrivals will be allowed to join the meeting but the son is under no obligation to repeat any information conveyed prior ate arrivals. | |
| | | d minutes as well as addenda or any other information, where ble, will be issued to all whom attended the meeting. | |
| | email, n | for additional information can be directed to the <i>Client's</i> Agent via ot later than one week prior to tender closing. Requests received cut-off date will not be responded to. | |
| | and whi docume comply | ion provided to tenderers at the clarification meeting or thereafter ch is recorded in the <i>Client's</i> minutes of the meeting or other ntation issued, forms part of the Conditions of Tender. Failure to with such conditions may disqualify the tender. Addenda issued (if ST be included in the tender submission, failure of which will disqualify | |

| the tender. If the tenderer claims that addenda were not received but the |
|--|
| Client can prove transmission thereof to the email address as provided by the tenderer, the submitted offer will be rejected. |
| The rates and prices offered by the tenderer must be inserted into the pricing schedule of this tender document. Failure to do so will disqualify the tender. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the pricing schedule are not accepted for this tender. |
| PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows: (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction. (b) In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document before submission. Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected. |
| No alternative tender offers will be considered. |
| PLEASE NOTE: The complete tender document comprising pages 1 through 98 must be returned to the <i>Client</i> when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender. Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable. |
| The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. |
| A two-envelope procedure will not be followed. |
| |

| Clause | Tender Data | |
|----------|---|--|
| C.2.13.7 | The Client's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: 3rd Floor, Vangate Building cnr Bosduif and Volstruis Street BRIDGETOWN Identification details: | |
| | Tender No: WCNCB 11/11/2024 Tender offers couriered to the <i>Client</i> must be delivered to the following address: Western Cape Nature Conservation Board 3 rd Floor Vangate Building | |
| | cnr Bosduif and Volstruis Street BRIDGETOWN | |
| | The tender box is open during office hours only. | |
| C.2.14 | The <i>Client</i> requires tenderers to return a fully priced pricing schedule with the tender submission. ALL items in the pricing schedule MUST be priced. Please note the following: | |
| | a) Tenders showing a pattern of unpriced items in the pricing schedule, will be disqualified. | |
| | b) Summarising parts or sections of the pricing schedule into single lump sums or rates without providing the breakdown of pricing of items as per the pricing schedule, is not acceptable and will disqualify the tender. | |
| | c) Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to accidental omission on the part of the tenderer, that item will be treated as covered by other Prices or rates in the pricing schedule. | |
| C.2.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Facsimile, e-mail, copied and late tenders will not be accepted. | |
| C.2.16 | The tender offer validity period is approximately 90 calender days , expiring on 3 March 2025 . The <i>Client</i> reserves the right to extend the validity period for any additional period if deemed in the interest of the <i>Client</i> . | |
| C.3 | The Client's undertakings | |
| C.3.4.1 | The time and location for opening of the tender offers is:Time: 11:00 AM on Monday 2 December 2024 Location: | |
| | 3 rd Floor Vangate Building cnr Bosduif and Volstruis Street Bridgetown | |
| | Tenders will be opened immediately after the closing time and read out in public. | |
| | | |
| | | |

| Clause | Tender Data |
|---------|--|
| C.3.8.3 | Test for responsiveness: Tenders will be considered non-responsive if: the tender is not in compliance with specifications; the tenderer has not fully completed and signed where required, all the returnable documents as listed in Part T2 of this tender document; the tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so by the <i>Client</i> in writing. |
| C.3.9.2 | Arithmetical errors and discrepancies: If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern. If a pricing schedule in the form of a bill of quantities, a Bill of Quantities, activity schedule or other format applies, the <i>Client</i> shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner: Where there is a discrepancy between the unit rate and the total price for any line item that is obtained by multiplying the unit rate and the quantity stated for that line item, the unit rate shall prevail and the total price for that line item shall be corrected, unless in the opinion of the <i>Client</i> there is an obvious misplacement of the decimal point in the unit rate, in which case the total price for that line item shall prevail and the unit rate shall be corrected. Where there is a nerror in the total of the prices either as a result of corrections made in accordance with the above or in the tenderer's addition of prices, the total of the prices shall be corrected. Where there is a discrepancy between the total of the prices in the pricing schedule and the total tender amount, or a discrepancy between the total amount in words and the total errores in the pricing schedule shall prevail and the others corrected. Tenderers shall be notified by the <i>Client</i> of corrections made in accordance with C.3.9.2 and requested to accept the corrections including, where applicable, a corrected total tender offer. If the tenderer fails to accept the corrections so notified within a stated period after receipt of the <i>Client</i>'s request to do so, the tender will be rejected. If corrections made i |
| C.3.11 | The procedure for the evaluation of responsive tenders is Method 1 (Price and Preference) Price will be scored using the Formula Ps = 80(1-((Pt-Pmin)/Pmin) where: Ps is the number of points scored for comparative price of tender under consideration; Pmin is the comparative price of the lowest acceptable tender offer; Pt is the comparative price of tender offer under consideration. Preference will be scored as follows: Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points. |

| Clause | Tender Data | | |
|----------|---|--|--|
| | All responsive tender offers are subject to a comprehensive risk assessment in terms of | | |
| | 1. Financial viability and sustainability; | | |
| | Evaluation and validation of the required information provided by tenderer in inter alia returnable schedules. | | |
| | The <i>Client</i> reserves the right to request, in writing, additional information from tenderer to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present as unacceptable high risk to the <i>Client</i> in terms of one or both of the risk assessment criteria above, will be rejected. | | |
| C.3.13.1 | Tender offers will only be considered if all the requirements as stated in the Condition of Tender and Tender Data are complied with. Specific emphasis is placed on the following: | | |
| | the tenderer is registered on the Western Cape Supplier Evidence Ban (WCSEB) by close of tender; | | |
| | the tenderer is registered on the Central Supplier Database (CSD) by close of tender; | | |
| | the tenderer must be shown to be tax compliant either via online CSI verification, or by attaching written proof by SARS of approved arrangement in terms of the tenderer's tax clearance, as a prerequisite for award; | | |
| | the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (if applicable stated in this Tender Data by close of tender; | | |
| | 5. the tenderer submits this complete tender document from page 1 to page 9 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender; | | |
| | the tenderer or any of its directors is not listed on the Register of Tende Defaulters in terms of the Prevention and Combating of Corrupt Activities Ac of 2004 as a person prohibited from doing business with the public sector; | | |
| | 7. the tenderer has not: abused the Client's Supply Chain Management System, evidence of which can be clearly demonstrated by the Client; | | |
| | failed to complete any previous contract due to the tenderer's own faul for any organ of state within the last 2 years; | | |
| | submitted more than one offer (including participation in joint venture arrangements with others), and | | |
| | has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact of the tenderer's ability to perform the contract in the best interests of the Client or potentially compromise the tender process. | | |

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GROOTVADERSBOSCH RING ROAD

| Part T2: Returnable documents | |
|--------------------------------------|--|
| T2.1 List of returnable documents Pc | |
| T2.2 Returnable schedules Page 13 | |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable schedules required for tender evaluation and contracting purposes

| Schedule No | Schedule Description & Location | | Check |
|----------------|--|---------|-------|
| | Tender Schedules: | | |
| 1 | Tender offer signature and authority of signatory | Page 14 | |
| 2 | Compulsory Enterprise Questionnaire | Page 20 | |
| 3 | WCBD 6.1(a): Preference Certificate (80:20) | Page 23 | |
| 4 | WCBD4: Declaration of interest | Page 31 | |
| 5 | Addenda / Notices issued to tenderers | Page 40 | |
| 6 | Schedule of work experience | Page 41 | |
| | Contract Schedules: | | |
| 7 | C1.1 Form of Offer and Acceptance | Page 45 | |
| 8 | C1.2 Contract Data Part Two: Data provided by the Contractor | Page 57 | |
| 9 | Pricing Summary | Page 64 | |
| 10 | Bill of Quantities | Page 65 | |
| 11 | Scope information required from Contractor | Page 86 | |
| 12 | Amendments by Contractor | Page 87 | |
| 13 | Contractor's Equipment schedule | Page 88 | |
| 14 | Contractor's schedule of subcontractors | Page 89 | |
| 15 | Contractor's health & safety plan | Page 90 | |
| 16 | Contractor's environmental management plan | Page 91 | |

2. Returnable Documents to be submitted with bid

| Document | Check |
|--|-------|
| B-BBEE Status Level Verification Certificate | |
| Central Supplier Database (CSD) Tax status verification report | |

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T2.2 Returnable schedules

Important information for completing returnable schedules

- 1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
- 2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
- 3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

- 4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
- 5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
- 6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

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SCHEDULE 1: Tender offer signature and authority of signatory

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a sole proprietor, trust, partnership, company or close corporation, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- If the tendering entity is a consortium or joint venture, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

| Sole proprietor Partnership Trust Company Close corporation Consortium Joint venture |
|--|
|--|

NAME OF THE TENDERING ENTITY:

| tendering entity) |
|-------------------|
| |
| |
| |
| |
| |
| (Postal Code) |
| |
| |
| |
| |

Please initial: Tenderer & Witness..... Page 14 of 98

Section 1 (continued...)

For the purpose of simplifying the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

Signature to be provided by the duly authorised representative of the entity before a commissioner of oaths. Failure to provide the tender signature in the signature box below in accordance with all the stipulations as set out in this Schedule, will render the entire tender submission non-responsive.

I, hereby swear/affirm;

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the content of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*.
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.
- v. The authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.



Witness name and signature

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

| 1.1 Do you know and understand the contents of the declaration? | ANSWER: |
|---|---------|
| 1.2 Do you have any objection to taking the prescribed oath? | ANSWER: |
| 1.3 Do you consider the prescribed oath to be binding on your conscience? | ANSWER: |
| 1.4 Do you want to make an affirmation? | ANSWER: |

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

| • • • • • • • • • • • • • • • • |
|-------------------------------------|

SIGNATURE

Commissioner of Oaths

FULL NAMES

| Designation (rank)ex officio: Rep | oublic of South Africa |
|------------------------------------|-----------------------------|
| Date:Place | |
| Business Address: | |
| Please initial: Tenderer & Witness | Page 15 of 98 |

Section 2: Authority of signatory 2.1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

- 1. *Delete which is not applicable.
- 2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
- 3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

(Legally correct full name and registration number, if applicable, of the tendering entity)

Taken atOn (Place) (Date)

| | Name of Proprietor/Trustee/Director/Member/Partner | Capacity | Signature |
|---|--|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

- 1. The entity submits a bid to the Department of Transport and Public Works in respect of Tender No: WCNCB 11/11/2024: GROOTVADERSBOSCH RING ROAD
- 2. *Mr/Mrs/Ms:

in *his/her capacity as:

.....

(Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

- 1. *Delete which is not applicable
- 2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
- 3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
- 4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

(Legally correct full name and registration number, if applicable, of the entity)

| | Name of Proprietor/Trustee/Director/Member/Partner | Capacity | Signature |
|---|---|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

 The entity submits a bid, in consortium/joint venture with the following entities to the Department of Transport and Public Works in respect of Tender No WCNCB 11/11/2024: GROOTVADERSBOSCH RING ROAD

| | Full legally correct name of entity | Registration No (if applicable) |
|---|-------------------------------------|---------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

(Append separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

- 1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
- 2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
- 3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCNCB 11/11/2024: GROOTVADERSBOSCH RING ROAD**

| | Full legally correct name of entity | Registration No (if applicable) |
|---|-------------------------------------|---------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

(Append separate page if not enough space)

| Held at | | On |
|---------|---------|--------|
| | (Place) | (Date) |

| | Name of authorised representative | Capacity | Signature |
|---|-----------------------------------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the tender mentioned above.
- B. *Mr/Mrs/Ms:

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

(Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

SCHEDULE 2: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

| Section 1: | Name of enterprise: Address of enterprise: | | | | | |
|--|---|------------------|-----------------------------|---|--|--|
| Section 2: | VAT registration numbe | r, if any: | | | | |
| Section 3.1: | CIDB registration numb | er, if any: | Section 3.2: | Western Cape Supplier Evidence Bank Registration Number: | | |
| Section 4: | Particulars of sole propr | rietors and part | ners in partnershi | ps | | |
| Name* | | Identity numbe | 9r* | Personal income tax number* | | |
| * Complete on | | thership and a | opend separate r | and a partners | | |
| * Complete only if sole proprietor or partnership and append separate page if more than 6 partners Section 5: Particulars of companies and close corporations | | | | | | |
| Close corporat | Company registration number Close corporation number Tax reference number | | | | | |
| Please initial: Tendere | er & Witness | | Page 20 of 98 | | | |

| director, manager, principal sharehol | oxes with a cross, if any sole proprieto Ider or stakeholder in a company or clo | | | | | |
|---|---|--------------|--|--|--|--|
| has been within the last 12 months in the service of any of the following: a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an official of any municipality or municipal an employee of Parliament or a provincial legislature | | | | | | |
| Name of sole proprietor, partner, | Name of institution, public office, board or organ of state and position | Status of se | | | | |
| director, manager, principal shareholder or stakeholder | held | current | priate column) Within last 12 months | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Append separate page if not enough | | | | | | |

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any
- an official of any municipality or municipal entity
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of se (tick appro column) | |
|------------------------------------|---|--|--------------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Append separate page if not enougl | n space | | |

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

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

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

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

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

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

1. DEFINITIONS

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

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- 1.11 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 "Large Enterprise" is any enterprise with an annual total revenue above R50 million;
- 1.13 "non-firm prices" means all prices other than "firm" prices;
- 1.14 "person" includes a juristic person;
- 1.15 "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

1.16 "proof of B-BBEE status level contributor" means-

- (a) The B-BBEE status level certificate issued by an authorized body or person;
- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
- (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 "**rand value**" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;
- 1.19 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 "**the Act**" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

- 1.23 "the Regulations" means the Preferential Procurement Regulations, 2022;
- 1.24 "**total revenue**" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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1.26 "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
 - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender.
- 2.3 Preference points for this bid shall be awarded for:
 - a) Price; and
 - b) B-BBEE Status Level of Contribution
- 2.4 The maximum points for this bid are allocated as follows:

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

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE

- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmax}{Pmax}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

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

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

7. BID DECLARATION

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? YES / NO
- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? YES / NO
- 9.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company/entity:....
- 10.2 VAT registration number :
- 10.3 Company Registration number :

10.4 TYPE OF COMPANY/FIRM

Partnership/ Joint Venture/ Consortium

- □ One-person business/ sole propriety
- $\hfill\square$ Close corporation
- Public Company
- Personal Liability Company
- □ (Pty) Limited
- Non-Profit Company
- State Owned Company
 - [SELECT APPLICABLE ONE]

- 10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
 - (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
 - (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
 - (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
 - (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
 - (f) The purchaser may, in addition to any other remedy it may have
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
 - (g) The information furnished is true and correct.
 - (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

Please initial: Tenderer & Witness..... Page 29 of 98

| IGNATURE(S) OF THE BIDDER(S): |
|-------------------------------|
| ATE: |
| DDRESS: |
| |

WITNESSES:

- 1.
- 2.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

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

6. Definitions

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

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

"business interest" means -

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

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

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

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

Any person who directly or indirectly-

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

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to -

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

"entity" means any -

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

Please initial: Tenderer & Witness..... Page 32 of 98

(b) sole proprietorship;

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

"Family member" means a person's -

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

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

"Institution" means -

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

Act; "Provincial Government Western Cape (PGWC)" means

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

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (C) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
- 7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

- 8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
- 9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 10. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| SECTION A: DETAILS OF THE ENTITY | | | | |
|---|------|--|--|--|
| CSD Registration Number | МААА | | | |
| Name of the Entity | | | | |
| Entity registration Number (where applicable) | | | | |
| Entity Type | | | | |
| Tax Reference Number | | | | |
| Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persor | | | | |

right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

| FULL NAME | DESIGNATION (Where a director is a shareholder, both should be confirmed) | IDENTITY NUMBER | PERSONAL TAX REFERENCE NO. | PERCENTAGE INTEREST IN THE ENTITY |
|-----------|---|-----------------|-------------------------------|---|
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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

| FULL NAME OF EMPLOYEE | IDENTITY NUMBER | DEPARTMENT/E NTITY OF EMPLOYMENT | DESIGNATION/ RELATIONSHIP TO BIDDER** | INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known) |
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| | SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance. | | | | | |
|-----|--|----|-----|--|--|--|
| C1. | Did the entity conduct business with an organ of state in the last twelve months? | NO | YES | | | |
| | (If yes complete Table C) | | | | | |

C2. TABLE C

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

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I,

hereby swear/affirm;

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

.....

DULY AUTHORISED

REPRESENTATIVE'S SIGNATURE

| I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence: | | | | |
|--|--|--|--|--|
| 1.1 | Do you know and understand the contents of the declaration? ANSWER: | | | |
| 1.2 | Do you have any objection to taking the prescribed oath? ANSWER: | | | |
| | Do you consider the prescribed oath to be binding on your conscience? ANSWER: | | | |
| 1.4 | Do you want to make an affirmation? ANSWER: | | | |
| 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence. | | | | |
| SIGNATURE FULL NAMES: Commissioner of Oaths | | | | |
| Designation (rank):ex officio: Republic of South Africa | | | | |
| Date: | | | | |
| Place: | | | | |
| Business Address: | | | | |
| | | | | |
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AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

SCHEDULE 5: Addenda / Notice(s) issued to tenderers

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Client* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

| ADDENDUM No | DATE | SUBJECT MATTER OF ADDENDUM / NOTICE |
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Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

SCHEDULE 6: Schedule of work experience

The tenderer must provide in the spaces provided below a list of the last five completed contracts of a similar nature as this tender which were awarded to him, as well as those currently being undertaken. This information is subject to verification and tenderers must note that the adequacy of the contractor's work experience will be material in the *Client's* risk assessment for awarding this contract.

| COMPLETED CONTRACTS | | | |
|-------------------------------------|----------------|-----------|-------------------|
| CLIENT (NAME, TEL No and FAX No) | NATURE OF WORK | VALUE (R) | DATE COMPLETED |
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(Append separate page if not enough space)

| | CURRENT CONTRACTS | | |
|-------------------------------------|-------------------|-----------|-----------------------------------|
| CLIENT (NAME, TEL No and FAX No) | NATURE OF WORK | VALUE (R) | ANTICIPATED COMPLETION DATE |
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AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).



THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

CONTRACT SECTION

Name of Contractor:

| The Contract Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments) | | |
|---|---------|--|
| Part C1: Agreement and Contract Data | Page 44 | |
| C1.1 Form of Offer and Acceptance | Page 45 | |
| C1.2 Contract Data | Page 49 | |
| Part C2: Pricing Data | Page 59 | |
| C2.1 Pricing assumptions & instructions | Page 60 | |
| C2.2 Pricing schedule | Page 64 | |
| Part C3: Scope of work | Page 66 | |
| Scope | | |
| Part C4: Site Information Page 9 | | |
| Appendix: Drawings and Annexures | | |

NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 98) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Client* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 47 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the Client.

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

| Part C1: Agreement and Contract Data | |
|--|---------|
| C1.1 Form of Offer and Acceptance | Page 45 |
| Schedule 7: Form of Offer and Acceptance | Page 45 |
| C1.2 Contract Data | Page 49 |
| Contract Data Part One | Page 49 |
| Schedule 8: Contract Data Part Two | Page 57 |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

C1.1 Form of Offer and Acceptance

SCHEDULE 7 : C1.1 Form of Offer and Acceptance

The Contractor's Offer

The Client, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCNCB 11/11/2024: GROOTVADERSBOSCH RING ROAD**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the Conditions of Tender.

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

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

R..... (in figures).

This offer may be accepted by the *Client* by signing the *Client's* Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions* of *contract* identified in the Contract Data.

For the tenderer:

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

| Tenderer MUST complete the following: |
|---------------------------------------|
| CIDB Reg No |
| CSD Reg No |
| WCSEB Reg No |
| B-BBEE Status Level |
| |

Name of organisation **as per Schedule 1** Name and capacity of signatory **as per Schedule 1** Address of organisation **as per Schedule 1**

The Client's Acceptance

By signing this Acceptance, the *Client* identified below accepts the tenderer's offer. In consideration thereof, the *Client* shall pay the *Contractor* the amount due in accordance with the *conditions* of *contract* identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the *Client* and the tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1: Agreement and Contract Data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

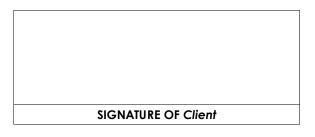
Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the *Client* during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated, shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the starting date as stated in the Contract Data.

For the Client: WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board PGWC Shared Services cnr Bosduif & Volstruis Str Bridgetown 7764



Schedule of Deviations

| (Append separate page if not enough space) | | | | |
|--|--|--|--|--|
| 1 Subject: Details: | | | | |
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| 2 Subject: | | | | |
| Details: | | | | |
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| 3 Subject: Details: | | | | |
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| 4 Subject: Details: | | | | |
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| 5 Subject: Details: | | | | |
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By the duly authorized representatives signing this Agreement, the *Client* and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the *Client* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the Parties arising from this Agreement.

Please initial: Tenderer & Witness...... Page 47 of 98

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER (Only required if the Schedule of Deviations contains entries)

| Name: |
|-----------------------------------|
| Capacity: |
| Name and address of organisation: |
| |
| Name and signature of witness: |
| Date: |

For the Client: WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board PGWC Shared Services cnr Bosduif & Volstruis Str Bridgetown 7764

SIGNATURE OF Client (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness..... Page 48 of 98

WESTERN CAPE GOVERNMENT THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Contract Data

C1.2 Contract Data Part One

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the 'General Conditions of Contract for Construction Works, Third Edition (2015)', issued by the South African Institution of Civil Engineering (abbreviated title: 'GCC 2015').

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

SCC 1.1.1.14: delete "Commencement Date" in the definition and substitute "date of commencement of the Works".

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Construction Manager" means the person approved of in writing by the Employer's Agent, as the Contractor's representative on Site.

SCC 4.4.2 Subcontractor to be approved

Add the following to Clause 4.4.2:

"The Contractor shall comply with the subcontracting restrictions stated in the Contract Data."

SCC 4.10.1 Engagement of employees

Add the following to Clause 4.10.1:

Please initial: Tenderer & Witness..... Page 49 of 98

"The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data."

SCC 5.3.1 Commencement of the Works

Delete the first sentence of Clause 5.3.1 and substitute the following:

"The Employer's Agent shall give the Contractor not less than 7 days' notice of the date of commencement of the Works on which date the Contractor is instructed to commence carrying out the Works, save as may be otherwise provided in the Contract, or be legally or physically impossible. The date of commencement of the Works shall be within the period after the Commencement Date stated in the Contract Data."

SCC 5.3.3 Time to instruct commencement of the Works

Delete Clause 5.3.3.

SCC 5.14.4 Certification of Completion

Insert the following in the first sentence after the words "has been duly completed,":

"and the Contractor has submitted the information stated in the Contract Data,".

SCC 5.14.6 Occupation by the Employer

Add the following to Clause 5.14.6:

"The use of any completed roadway or parts of the Works, whether for unhindered use by the public or for accommodation of traffic, while other parts are being constructed, shall not constitute occupation of the Works by the Employer."

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

Please initial: Tenderer & Witness..... Page 50 of 98

SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.8 Contractor's completion statement

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.9 Final Payment Certificate

Delete "within 28 days" in the second sentence and substitute "within 30 days".

C1.2.2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER | | | |
|--------------|--|--|--|--|
| 1. | GENERAL | | | |
| 1.1.1.13 | The Defects Liability Period is 12 months. | | | |
| SCC 1.1.1.14 | The time for achieving Practical Completion is 4 <u>months</u> from the date of commencement of the Works, including non-working days and special non-working days. | | | |
| 1.1.1.26 | Pricing Strategy: The Contract is | to be a Re-measurement Contract. | | |
| 1.1.1.15 | Name of Employer: Western Cape Nature Conservation Board T/A CapeNature Vestern Cape Nature Conservation Board T/A | | | |
| 1.2.1.2 | Address of Employer: | | | |
| | Physical: | Postal: | | |
| | PGWC Shared Services Centre cnr Bosduif & Volstruis Streets Bridgetown 7764 | Private Bag x 29 Gatesville 7766 | | |
| | E-mail: <u>rmathews@capenature.co.za</u> | | | |
| | Telephone No: 087 087 3175 Fax No: 086 210 4280 | | | |
| 1.1.1.16 | Name of Employer's Agent: Delta BEC | | | |
| 1.2.1.2 | Address of Employer's Agent: | | | |
| | Physical: | Postal: | | |
| | 320 The Hillside Road Lynnwood 0180 | P.O. Box 635703 Menlo Park 0102 | | |
| | E-mail: emile.dupreez@deltabec.com | | | |
| | Telephone No: (012) 368 1850 | Fax No: (012) 348 4738 | | |
| 3. | EMPLOYER'S AGENT | | | |
| 3.2.3 | The Employer's Agent is required to obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses: | | | |
| | SCC 5.3.1: Give the Contractor no | otice of the commencement date of the Works. | | |

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---------------------|--|
| | 6.3.1: Order any work as a Variation Order. |
| | 6.3.1: Order any work which requires the utilisation of the provision for |
| | contingencies in the Contract Sum. |
| | 6.3.1: Order any work which requires the Contract Price to exceed the Contract Sum. |
| | 10.1.5: Ruling on a Contractor's claim. |
| | |
| | |
| | |
| | |
| 4. | CONTRACTOR'S GENERAL OBLIGATIONS |
| | |
| SCC 4.4.2 | In accordance with regulation 12.(3) of the Preferential Procurement Regulations, 2017, the Contractor may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Contractor, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. |
| | |
| SCC 4.10.1 | The Contractor and his subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry, and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour. |
| 5. | TIME AND RELATED MATTERS |
| SCC 5.3.1 and 5.3.2 | The date of commencement of the Works shall be within 28 days, or 56 days if a construction work permit is required, after the Commencement Date. |
| | |
| | The following documentation shall be submitted within <u>14 days</u> of the |
| | Commencement Date by the Contractor before commencing to carry out the |
| | (i) Health and Safety Plan (refer to Clause 4.2): |
| | (i) Health and Safety Plan (refer to Clause 4.3); (ii) Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health |
| | and Safety Act No. 85 of 1993' to be signed by the Contractor and the |
| | Employer (refer to Clause 4.3); (iii) Broof of registration and good standing with the componention fund or with |
| | (iii) Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for |
| | Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (refer to |
| | Clause 4.3); (iv) Initial Programme (refer to Clause 5.6); |
| | (v) Security (refer to Clause 6.2); and |
| | (vi) Insurance (refer to Clause 8.6); |
| | and if the Employer is required to apply for a construction work permit to perform |
| | construction work in terms of regulation 3(1) of the Construction Regulations 2014, |
| | the following documentation shall also be submitted: |
| | (vii) Temporary works designer's appointment duties in terms of Regulation 6(2) |
| | as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]; |
| | (viii) Evidence that the Principal contractor has made adequate provision for |

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER | | | | |
|------------|---|--|--|--|--|
| | the cost of Health and Safety, i.e., bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; and | | | | |
| | (ix) Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, namely, schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)]. | | | | |
| | The non-working days are Sundays. | | | | |
| 5.8.1 | The special non-working days are: (i) the statutory public holidays in terms of the Public Holidays Act; (ii) the foreseeable election days declared as a statutory public holiday; and (iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Civil Engineering Industry. | | | | |
| | The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R5 000,00 per day). | | | | |
| 5.13.1 | The requirements for achieving Practical Completion are as stated in General Conditions of Contract 2015. | | | | |
| 5.14.1 | The Contractor shall submit the following: | | | | |
| SCC 5.14.4 | (i) evidence that the local labour has been paid, and subcontractors have received all amounts due in terms of their respective subcontract agreements; and (ii) the survey and materials information which the Employer's Agent requires to complete the as-built drawings and records. | | | | |
| 5.16.3 | The latent defects period is 10 years. | | | | |
| 6. | PAYMENT AND RELATED MATTERS | | | | |
| SCC 6.2.1 | The security to be provided by the Contractor shall be: | | | | |
| | Fixed Performance Guarantee of 8% of the first One Million Rand plus 3,5% of the balance of the Contract Sum. | | | | |
| 6.5.1.2.3 | The percentage allowance to cover overhead charges is 10%. | | | | |
| 6.8.2 | The value of payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following data. | | | | |
| | The values of the coefficients for calculating the Contract Price Adjustment Factor are: | | | | |
| | Roadworks: Rehabilitation (Schedules A, D, F and G): | | | | |
| | a = 0,2 b = 0,35 c = 0,35 d = 0,10 | | | | |
| | "L", "P", "M" and "F" are defined as follows: | | | | |
| | | | | | |

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|-----------|--|
| | "L" is the "Labour Index" and shall be the Consumer Price Index for "Geographic Indices > CPI per province > KwaZulu-Natal" as published in Table A of the Statistical Release P0141 of Statistics South Africa. |
| | "P" is the "Construction Equipment Index" and shall be the Construction Materials Price Index for "Plant and equipment" as published in Table 4 of the Statistical Release P0151.1 of Statistics South Africa. |
| | "M" is the "Materials Index" and shall be the Construction Materials Price Index as published in Table 6 of the Statistical Release P0151.1 of Statistics South Africa for: |
| | Road works (Schedules A, D, F and G): "Civil engineering material – roads, general (excluding bitumen)" |
| | "F" is the "Fuel Index" and shall be the Producer Price Index for "Coke, petroleum, chemical, rubber and plastic products > Coal and petroleum products > Diesel" as published in Table 1 of the Statistical Release P0142.1 of Statistics South Africa. |
| | The base month is the month preceding the month of tender closure. |
| 6.8.3 | Any index calculated by means of a linking factor between an old and new index, shall be rounded to one decimal place. |
| | Price adjustments for variations in the cost of bitumen as special material are allowed. |
| 6.10.1.5 | Only the net bitumen content of asphalt and bituminous products shall be subject to variations in cost, and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later. |
| 6.10.3 | The percentage advance on Plant and materials not yet built into the Permanent Works is 80%. |
| | The percentage retention on the amounts due to the Contractor is 10%. |
| | The limit of retention money is 5% of the first One Million Rand plus 1,6% of the balance of the Contract Sum excluding contingencies, contract price adjustment, and VAT. |
| | A retention guarantee in lieu of a cash retention is permitted. |
| 8. | RISKS AND RELATED MATTERS |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . |
| 8.6.1.1.3 | The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>nil</u> . |
| 8.6.1.2 | Special Risks Insurance issued by SASRIA is required. |
| 8.6.1.3 | The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk. |
| | |

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER | | | | |
|--------|--|--|--|--|--|
| | | | | | |
| 10. | CLAIMS AND DISPUTES | | | | |
| 10.5.2 | Disputes shall be referred to ad-hoc adjudication. | | | | |
| 10.5.3 | The number of Adjudication Board members to be appointed shall be one. | | | | |
| 10.8.1 | Unresolved disputes shall be determined by court proceedings. | | | | |

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Contract Data

C1.2 Contract Data Part Two

SCHEDULE 8: Data provided by the Contractor

C1.2.3: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR | | | |
|---------|--|--|--|--|
| 1. | GENERAL | | | |
| 1.1.1.9 | Name of Contractor: | | | |
| 1.2.1.2 | Address of Contractor: | | | |
| | Physical: Postal: | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 6. | PAYMENT AND RELATED MATTERS | | | |
| 6.8.3 | The tenderer shall complete the table below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. | | | |
| | The rates and prices for the special materials for the base month which is the month preceding the month of tender closure, shall exclude VAT but shall include all other obligatory taxes and levies. | | | |
| | The tenderer shall append to this page a letter from the supplier confirming the supply price for the net bitumen content of asphalt and bituminous products. A change of supplier due to circumstances beyond the control of the Contractor m be considered, subject to the submission of supporting documentation to the Employer's Agent for valuation to calculate the difference between the rate or price of the special material entered in the table below and the equivalent rate or price actually paid by the Contractor, and for approval. | | | |

| CLAUSE | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR | | | |
|--------|---|-------|----------------------------------|--|
| | SPECIAL MATERIALS | UNIT | RATE OR PRICE FOR THE BASE MONTH | |
| | | Litre | | |
| | | Litre | | |
| | | | | |
| | | | | |
| | Signed on behalf of the Tenderer: . | | | |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

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| Part | C2: Pricing Data | |
|------|------------------------------------|---------|
| C2.1 | Pricing assumptions & instructions | Page 60 |
| C2.2 | Pricing schedule | Page 64 |
| | Schedule 9: Pricing Summary | Page 64 |
| | Schedule 10: Bill of Quantities | Page 65 |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

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C2.1 Pricing Assumptions & Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. Item numbers prefixed by the letter PS refer to items of payment described in C3.3 Amendments to the Standard Specifications, of this document.

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

- Unit: The unit of measurement for each item of work as defined in the specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE BILL OF QUANTITIES

The quantities given in the Bill of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

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The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. **PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause C1.1.3.6 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 shall apply to rate only items. "Rate

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Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be executed by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause C1.1.2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 regarding the measurement of quantities for payment. Except where specified otherwise, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR ENHANCED METHODS

Those parts of the Works to be constructed using labour enhanced methods are numbered with the specific COTO, Draft Standard (DS), October 2020 Specifications items in the Bill of Quantities.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

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| mm | = millimetre | m ³ .km | = cubic metre kilometre | Prov sum= | provisional sum |
|----------------|---------------------------------------|--------------------|-------------------------|-----------|-----------------|
| m | = metre | I | = litre | kPa = | kilopascal |
| km | = kilometre | kl | = kilolitre | MPa = | megapascal |
| km.pass | kilometre pass | kg | = kilogram | MN = | meganewton |
| m² | = square metre | t | = ton (1 000 kg) | t.km = | ton kilometre |
| m².pass | square metre pass | No | = number | h = | hour |
| ha | = hectare | % | = percent | dia = | diameter |
| m ³ | = cubic metre | PC sum | = prime cost sum | Sum = | lump sum |
| kW | = kilowatt | MN.m | = meganewton metre | | |

10. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

C1.3.1 The contractor's general obligations:

C1.3.1.1 Fixed obligations

C1.3.1.2 Value-related obligations

C1.3.1.3 Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, contract price adjustment and VAT).

(ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such out of balance tender may be rejected if, after three (3) working days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

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C2.2 Pricing schedule

SCHEDULE 9: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

| TOTAL PRICE OFFER: | R |
|---|---|
| Add VAT at 15% | R |
| Sub-total | R |
| Price carried from Bill of Quantities Section C20.1 | : R |
| Price carried from Bill of Quantities Section C11.6 | : R |
| Price carried from Bill of Quantities Section C11.1 | : R |
| Price carried from Bill of Quantities Section C6.2: | R |
| Price carried from Bill of Quantities Section C5.3: | R |
| Price carried from Bill of Quantities Section C5.1: | R |
| Price carried from Bill of Quantities Section C4.4: | R |
| Price carried from Bill of Quantities Section C3.1: | R |
| Price carried from Bill of Quantities Section C1.7: | R |
| Price carried from Bill of Quantities Section C1.6: | R |
| Price carried from Bill of Quantities Section C1,5: | R |
| Price carried from Bill of Quantities Section C1.3: | R |
| Price carried from Bill of Quantities Section C1.2: | R |
| The total price offer, EXCLUSIVE of VAT for all wor | k specified in the Bill of Quantities, is as follows: |

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 45 of this document.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

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C2.2 Pricing schedule

SCHEDULE 10: Bill of Quantities

The Bill of Quantities for this contract **is in Annexure 1 in the Appendix** to this document, and consists of the following sections:

- Section C1.2 GENERAL REQUIREMENTS AND PROVISIONS
- Section C1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
- Section C1.5 ACCOMMODATION OF TRAFFIC
- Section C1.6 CLEARING AND GRUBBING
- Section C1.7 LOADING AND HAULING
- Section C3.1 DRAINS
- Section C4.4 COMMERCIAL MATERIALS
- Section C5.1 ROADBED
- Section C5.3 ROAD PAVEMENT LAYERS
- Section C6.2 SEGMENTAL BLOCK PAVING LAYERS
- Section C11.1 PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION
- Section C11.6: ROAD SIGNS
- Section C20.1 : TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

IMPORTANT: Please note the following:

- 1. Ensure that the fully priced Bill of Quantities is returned with your bid submission. Failure to do so will invalidate your tender.
- 2. Ensure that the pricing totals in the Bill of Quantities are carried as appropriate to the Pricing Summary on page 64 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 45 of this document. Failure to do so will invalidate your tender.
- 3. Please check the Tender Data (Clause C.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
- 4. All information given in the Scope must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and may therefore be ineligible for award.
- 5. All items in the Bill of Quantities are to be priced EXCLUSIVE of VAT.
- 6. All items in the Bill of Quantities must be priced. Non-priced items may render your bid invalid please see the Tender Data (Clause C.2.14) for details.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

| Part C3: Scope of Work | |
|---|---------|
| C3.1 Standard Specifications | Page 67 |
| C3.2 Project Specifications | Page 67 |
| C3.2.1 Description of the works | Page 68 |
| C3.2.2 List of Drawings and Annexures | Page 73 |
| C3.2.3 Construction | Page 74 |
| C3.2.4 Constraints on how the Contractor Provides the Works | Page 75 |
| C3.2.5 Management | Page 77 |
| C3.2.6 Dayworks | Page 79 |
| C3.3 Amendments to the Standard Specifications | Page 81 |
| 1. Schedules & forms | |
| Schedule 11: Scope information required from Contractor | Page 86 |
| Schedule 12: Amendments by Contractor | Page 87 |
| Schedule 13: Contractor's Equipment schedule | Page 88 |
| Schedule 14: Contractor's schedule of subcontractors | Page 89 |
| Schedule 15: Contractor's health & safety plan | Page 90 |
| Schedule 16: Contractor's environmental management plan | Page 91 |
| Pro Forma Performance Guarantee | Page 92 |

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

Material conflict with conditions of contract

PLEASE NOTE: If anything in the Scope materially contradicts or is in conflict with any stipulation in the conditions of contract, the stipulation in the conditions of contract shall prevail.

C3.1 Standard Specifications

The Standard Specifications on which this contract is based are the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020'.

C3.2 Project Specifications

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

C3.2.1 contains a general description of the Works, the Site and the requirements to be met.

C3.3, of this document contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

C3.2.1. Description of the works

3.2.1.1 Overview

The Works consist of the upgrade and repair of existing infrastructure, included but not restricted to:

- Repair and Install Concrete erosion block strip roads (blocks to suit existing block road detail)
- Repair and Construct Concrete strip roads
- Repair and Construct Gravel Wearing Course roads
- Construct Stone pitched open side drains
- Install open V-drains for stormwater drainage
- Install Concrete erosion block stormwater ditches
- Remove soft sandy areas in existing road surface and repair with G5 wearing course material
- Repair potholes
- Break out rock outcrops in road surface to even road level
- Fill, compact and shape Gravel wearing course in low areas
- Remove loose rock from road surface
- Trim/prune side vegetation overgrowth
- Clean existing stormwater V-drains
- Remove high centre ridge in roads
- Remove corrugations in road surface
- Replace existing and/or install new road traffic signs
- Install Gabion structures
- Building of Stone Wall stormwater head wall structures
- Extending existing Stone Wall stormwater structures
- Maintain stormwater pipe culvert crossings
- Form earth side drains
- Associated Road structures

3.2.1.2 Purpose

The purpose of the Works is to upgrade the existing Main Ring Access Road at Grootvadersbosch Nature Reserve to make it accessible to sedan vehicles as part of the continual road maintenance of the Reserve.

3.2.1.3 Location of Works

The Works are located in the Grootvadersbosch Nature Reserve.

The Grootvadersbosch Nature Reserve is situated between Suurbraak and Heidelberg in the Southern Cape, but a bit to the North of Road R322.

Access to site from both towns is most of the distance via dirt roads which, depending on Provincial Roads Dept Maintenance sequences may vary in driving conditions.

The Site is ±45km from Swellendam and ±21km from Heidelberg (traveling on the R322).

Site Co-ordinates: Latitude: 33°59'8.95"S Longitude: 20°49'24.44"

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3.2.1.4 Contractor's Supervision and Key People:

Site Representative:

The Contractor keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The Contractor informs the *Project Manager* of the name of the site representative, and any instruction given to the site representative by the *Project Manager* is deemed to be given to the *Contractor*.

3.2.1.5 Meetings

Fortnightly meetings will be held on site. Formal site meetings will be alternated by Technical meetings every second week.

3.2.1.6 Programming Constraints

The Contractor to be aware that the site is remote and that ample ordering and delivering time should be provided for.

The work will be performed while the CapeNature staff and Accommodation guests use the roads.

Allowance must be made for this during construction and the Contractor shall take cognisance of the manner in which works execution may affect rates and progress, construction sequence, etc.

3.2.1.7 Access:

The Contractor to regard the entire Nature Reserve as operational at all times during the construction phase.

Uninterrupted access to be ensured by the *Contractor* to CapeNature staff, Service vehicles and the Public (as allowed by CapeNature from time to time), at all times during the construction phase.

Where absolutely necessary, road portions may be closed for restricted periods, provided that it has been approved by the *Employer* and CapeNature management well in advance.

Access roads mainly consist of gravel (unpaved) roads and roads of and to Specific Construction Areas may in some instances be of very poor condition, which can make access by standard sedan vehicles or even smaller bakkies difficult or even impossible.

The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only.

3.2.1.8 Quality assurance requirements.

The Contractor shall provide everything necessary for the proper execution of the works and shall carry out and complete the works in compliance with this Agreement, using materials and workmanship of the quality and standards specified in the Contract, Standardised Specifications and Project Specifications, all to the satisfaction of the Employer's agent.

The Contractor shall, at his own expense, institute a quality control system and provide experienced and appropriately skilled staff, together with all transport and equipment to ensure adequate supervision and positive control of the works at all times.

The *Employer's* agent shall have the right to verify test results provided by the *Contractor* by instructing control tests to be performed by an approved and mutually agreed upon independent test laboratory.

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Laboratory test requirements as per the Engineering specifications and as per Bill of Quantities.

Manufacturer's compliance and quality certificates are required for all pre-cast concrete items.

3.2.1.9 Construction Testing, Completion, commissioning and correction of Defects

- The works will be used before Completion has been certified. Contractor to manage this throughout the roads contract.
- Materials used in the works shall comply with the applicable SABS Standardised Specifications and/or Project Specifications as may be applicable. The *Employer's agent* reserves the right to request the *Contractor* to supply samples of key materials (such as gravel, concrete erosion blocks etc.) to be submitted for quality testing and approval prior to use in the works.
- The Employer's agent will be Certifying Completion.
- The correction of defects will be the only work which the Contractor may carry out after Completion has been certified.
- Access given by the Employer for correction of Defects to be arranged during the Works completion meeting.
- Materials, facilities and samples for tests and inspection to be provided by the Contractor.
- Performance Tests: As Contract progresses.

3.2.1.10 Accounts and records

The Contractor's invoice

The Contractor submits original valid tax invoices satisfying the requirements of the Works Information one week after receiving a payment certificate from the *Employer*. Where the Contractor does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the Contractor should have submitted the tax invoices to the date that the tax invoices are submitted.

3.2.1.11 Final account and final payment:

The Contractor cooperates with the Employer in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the works:

- The Employer submits the final account to the Contractor within 18 (eighteen) weeks of the Completion of the whole of the works;
- The Contractor gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the Employer issues the final payment certificate within 1 (one) week of the date of acceptance to the Contractor;
- If the Contractor disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the Employer may allow on a request from the Contractor), the final payment certificate in terms of that final account is issued by the Employer within 1 (one) week of the end of such period;
- The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the works;
- The *Employer* certifies 100% (one hundred percent) of the amount of the final account in the payment certificate where security in the form of a performance bond or payment reduction has been applied;
- The Employer concurrently issues with the final payment certificate, a statement to both the Employer and Contractor showing the total amount of tax certified;
- The Employer pays to the Contractor the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the Contractor giving the Employer a tax invoice for the amount due;
- Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

3.2.1.12 Construction Programme

The Contractor shall submit a detailed time programme in accordance with clause 5.6.2 of the General Conditions of Contract 2015, clause A1.2.7 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (a) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period (s) stated (refer to the Contract Data in section C1.2.2).
- (b) Working days lost due to abnormal rainfall shall be treated as set out in clause A1.2.3.4 (b)
- (c) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (d) Construction activities must comply with all the specified environmental requirements including clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and the requirements of Annexure 3: CN Environmental Management Plan.
- (e) Construction activities must comply with all the specified health and safety obligations including the requirements of Part D: OHSA 1993 Health and Safety Specification contained in Annexure 2.
- (f) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (g) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of identified roads must be accommodated.
- (h) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

3.2.1.13 Method of measurement and bills of quantities:

This Bill of Quantities has been measured according to the Standard System of Measuring Civil Engineering Work - Only measured items must be priced and no changes made by the tenderer will be recognized

3.2.1.14 Damage and repair services

Should the Contractor damage any services which are to remain in operation or any other services which have not yet been disconnected prior to removal, then the Contractor will be held solely responsible for such damage and any further resultant damage

The Contractor shall at the Contractor's expense make all necessary arrangements for disconnection and repairs with all relevant Authorities and shall pay fees and charges levied and the Contractor shall immediately notify the Principal Agent and the Authorities concerned of any such occurrences.

3.2.1.15 Trees and Vegetation:

No trees or vegetation shall be removed or damaged, unless specifically instructed by *Principal Agent* and **Approved** in writing by the *CapeNature Reserve Management*. The *Contractor* shall take adequate approved measures to protect all trees and vegetation in close proximity to the construction and all other *Contractor* activities.

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3.2.1.16 Earthworks

Nature of ground

The Tenderer shall acquaint himself by personal examination of the nature of the ground. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" and where conditions of a more difficult character are indicated these are separately measured. Generally the nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"

<u>Carting away of excavated material</u>

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Damage and repairs to services:

Should the Contractor damage any services which are to remain in operation or any services which have not yet been disconnected prior to removal, then the Contractor will be held solely responsible for such damage and any further resultant damage. The Contractor shall immediately notify the Representative/Agent and the Authorities concerned and shall at his own cost make all necessary arrangements for disconnection and repairs with the relevant Authorities and shall pay all fees and charges levied.

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GROOTVADERSBOSCH RING ROAD

Scope

C3.2.2 List of Drawings and Annexures

The works are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

| Identification | Size | Description | Included in Appendix |
|----------------|------|---|-------------------------|
| Annexure 1 | A4 | Bill of Quantities | Yes |
| Annexure 2 | A4 | WG OHS 02/19: OHS Specification for Construction Works | Yes |
| Annexure 3 | A4 | CN Environmental Management Plan | Yes |
| Annexure 4 | Al | Drawings No: P24072-CC-01-RD001 REV a - P24072-CC-01-RD-0013 REV a (General Layout Plan and Road Layout Sheets) as well as P24072-CC-01-RDD001 REV a - P24072-CC-01-RDD-002 REV a (15 Drawings) | Yes |
| | | | |
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Scope

C3.2.3 Construction

3.2.3.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020', or in Section C3.2 Project Specifications and C3.3 Amendments to the Standard Specifications, of this document.

3.2.3.2 Applicable national and international standards

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and as amended in Section C3.2 Project Specifications, and C3.3 Amendments to the Standard Specifications, of this document.

3.2.3.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Section C3.3, of this document, the following Particular Specifications are applicable to this Contract:

Annexure 3 CN Environmental Management Plan

Annexure 2 WG OHS 02/19: OHS Specification for Construction Works

C 3.2.6 Dayworks

The 'General Conditions of Contract for Construction Works, Third Edition (2015)', published by the South African Institution of Civil Engineering which is applicable to this Contract.

3.2.3.4 Certification by recognized bodies

No certification of items included in the Works is required.

3.2.3.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

3.2.3.6 Services and facilities provided by the Employer

The Employer's Agent's site office and laboratory facilities will be paid for in terms of the Contract. No other services or facilities are to be provided by the Employer

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Scope

C3.2.4 Constraints on how the Contractor Provides the Works

The works are to be executed subject to the following constraints:

3.2.4.1 Employer's Site Access Control, Permits, Site Regulations and Security Control.

The construction personnel and equipment shall only be allowed within the defined boundaries of the Construction areas.

The Contractor's personnel shall at all times be dressed in workwear clearly branded with the Contractor's company name, or alternatively with appropriate identifying name tags, in addition to PPE as required.

The Contractor will be responsible for the safety and security of his own personnel as well as visitors to the site, materials on site and the works in general at all times.

The Contractor shall provide all security measures to comply with the requirements of this clause.

3.2.4.2 Permissible working hours shall be taken as 7h00 to 17h00 during week days and 7h00 to 14h00 during Saturdays. No work will be allowed on Sundays. Work on public holidays will only be permitted after prior arrangement with the CapeNatureRreserve Management.

The Contractor's attention is directed to the stipulations contained in the Contract Data (Clause Z11) regarding non-working days.

3.2.4.3 Health & Safety on Site including measures against Diseases and Epidemics. First Aid facilities and Emergency arrangements.

The Contractor's attention is directed to the stipulations of the Occupational Health and Safety Specification (Annexure 2), the Occupational Health and Safety Act (No 85 of 1993) and the Construction Regulations (2014).

3.2.4.4 Environmental controls, Fauna & Flora, dealing with objects of historical interest.

The site and surroundings are to be kept clean from building rubble, waste, etc. throughout the duration of the *contract*.

Stacking of cut-down trees and vegetation, cement bags, general rubbish waste etc on site is not allowed as this is a possible fire-hazard. It is also dangerous to the baboons, etc. No burning of rubble will be allowed. The *Nature Reserve* is a high-risk fire area. No fires will be allowed. The *Contractor* will occur a penalty if found to not adhere to this regulation.

3.2.4.5 Working Areas including sharing thereof by other Contractors and Others:

Employer's direct contractors:

The Employer may instruct work to be executed and installed in the works by one or more direct contractors, with the understanding that

- The Contractor permits all such work by direct contractors;
- The type and extent of such work is described in the tender document, and the *Contractor* makes reasonable provision in his work programme for such work;
- The payment of direct contractors is the responsibility of the Employer;
- A direct contractor is subject to reasonable controls as required by the Contractor, and
- All direct contractors, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct contractors, are the direct responsibility of the *Employer*.

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3.2.4.6 Contractor's Equipment, including removal from the Working Areas and records.

Working space is limited in all cases. The method of construction will depend largely on the *Contractor's* equipment. The measurement and payment will be irrespective of the methods used. Site conditions to be taken into account when pricing the items in the Bill of Quantities. The rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in the Nature Reserve. The *contractor's* attention is drawn to the fact that turning circles may be up to 5km from the working area.

3.2.4.7 Site services and facilities: power, water, waste disposal, telecoms, ablutions, fire protection, lighting.

The location of the *Contractor's* camp including the materials storage areas will be at the Grootvadersbosch Office complex near the main entrance to the Grootvadersbosch Nature Reserve and will be subject to the Nature Reserve management approval.

The Contractor shall make his own arrangements for potable and construction water.

The Contractor shall provide his own power (generators) where needed at the construction areas.

No housing will be allowed on site or at the Construction camp. The *Contractor* is in all respects responsible for the housing and transportation of his employees, and for the arrangement thereof and no extension of time due to any delays resulting from this will be granted.

The Contractor shall make his own arrangements for site ablution facilities in accordance with the stipulations of the OHS Specification and shall furthermore be responsible for all costs involved with the removal of night soil.

3.2.4.8 Notice boards.

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

3.2.4.9 Restrictions to Site access, roads, walkways and barricades.

Work is to be carried out not to negatively impact on the day-to-day functioning of the Reserve. The *Contractor* therefore to work in close cooperation with the Reserve management and staff during the course of the *construction*.

The Contractor's attention is drawn to the stipulations contained in Clause 1.6 of the Section: Works Information – Programme constraints.

3.2.4.10 Excavations and associated water control.

Open pipe trenches excavations shall not be allowed outside of working hours. The Contractor shall ensure that all trench excavations are backfilled to specification prior to leaving site each day.

The Contractor shall be responsible for the control of all ground water seepage or stormwater run-off that may accumulate in open excavations. The cost of water control shall be included in the tendered rates and separate payment for such measures will not be made. Claims for delays and/or repair of damage caused to the works as a result of the Contractor's failure to properly manage seepage and run-off will not be considered.

3.2.4.11 Dealing with underground services, other existing services, cable and pipe trenches and covers.

The positions of any known services will be indicated on site by the Reserve staff during construction.

3.2.4.12 Sequences of construction or installation, samples and mock-ups.

The Contractor shall at his own cost supply all samples that may be required by the Employer's agent for approval. Material or work not conforming to the approved samples will be rejected. The Employer's agent reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specification.

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Scope

C3.2.5 Management

C3.2.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1 Part 1: General engineering and construction works

| Clause No. | Essential data |
|------------|---|
| 4.1.7 | There are no requirements for drawings, information and calculations for which the Contractor is responsible. |
| 4.2.1 | The responsibility strategy assigned to the Contractor for the works is 'A'. |
| 4.3.1 | The programme must conform to clause A1.2.7.1 (Scheme 1) 'Programme of Work' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'. |
| 4.3.3 | The Contractor must give 48 hours' notice for inspection of work that is to be covered up. |
| 4.7.3 | Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break. |
| 4.12.2 | The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/Employer's Agent are to be as described in clause A1.2.8 'Workmanship and Quality Control' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'. |
| 4.12.2 | The fabrication drawings that the Contractor is to provide to the Employer are: none. |
| 4.14.5 | The Contractor is to provide latrine and ablution facilities as described in Annexure 3: CN Environmental Management Plan. |
| 4.14.6 | The requirements for the provision and erection of signboards are as described in claus A1.2.3.10 'Notices, Signs and Advertisements' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications. |
| 4.17.1 | The requirements for the termination, diversion or maintenance of existing services are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and |

| Specification data associated with SANS 1921-1 | | | |
|--|--|--|--|
| Clause No. | Essential data | | |
| | Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. | | |
| 4.17.3 | Services that are known to exist on the site are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. | | |
| 4.17.4 | The requirements for detection apparatus for locating underground services are: none. | | |
| 4.18 | The additional health and safety requirements are described in Annexure 2: WG OHS 02/19: OHS Specification for Construction Works | | |

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Scope

C3.2.6 Dayworks

3.2.6.1 Scope

This part deals with the provision for daywork in the Bill of Quantities. Rates for dayworks shall be entered in the Bill of Quantities in accordance with the following specifications.

3.2.6.2 Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the dayworks schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a dayworks basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as dayworks without the written instruction or approval of the Employer's Agent.

3.2.6.3 Type Of Work

The Employer's Agent may order dayworks in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Dayworks will only be used in exceptional circumstances.

3.2.6.4 Materials

Materials for use in works carried out under dayworks shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Bill of Quantities for dayworks materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in dayworks with his dayworks claim to the Employer's Agent. Further, if specific materials are required for dayworks, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

3.2.6.5 Construction Equipment

Where dayworks is ordered, the tendered rates for construction equipment in Section D of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the dayworks. If no rate is included in the Bill of Quantities for a particular item of construction

equipment, and where no other rate or combination of rates would provide suitable compensation, then the dayworks method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, refuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the dayworks.

3.2.6.6 Salaries And Wages Of Workmen

The salaries and wages of workmen executing dayworks shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

3.2.6.7 Measurement And Payment

The following principles shall also apply to the measurement and payment of dayworks.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for dayworks.

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Scope

C3.3 Amendments to the Standard Specifications

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, Draft Standard (DS), October 2020.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATION

A1.2.3.4 EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (2) (Critical-path method with consequential delays).

| Table | B1215/1 | |
|-------|---------|--|
| | | |

| Month | Expected delay of "n" working days due to normal rainy weather | Month | Expected delay of "n" working days due to normal rainy weather |
|----------|--|-----------|--|
| January* | 2(1) | July | 1 |
| February | 2 | August | 1 |
| March | 3 | September | 2 |
| April | 3 | October | 3 |
| May | 2 | November | 3 |
| June | 2 | December* | 3 (2) |

EXPECTED DELAY OF WORKING DAYS DUE TO NORMAL RAINY WEATHER

* The values in brackets are the expected delays to allow for the annual year-end shutdown period.

The contractor shall make provision in the approved programme of work, and all subsequent adjusted programmes of work, for an expected delay of "n" working days due to normal rainy weather during the contract period, including any approved extension of time, for which the contractor will not receive an extension of time. This provision shall be shown as a float in the programme and distributed amongst the calendar months.

Delays on programmed and actually planned working days only, shall be taken into account for an extension of time. If a delay due to wet conditions is caused by, or exacerbated by, the lack of adequate temporary drainage measures, such a delay shall not be taken into account in the calculation of any extension of time. Any delay due to rainfall shall only be recognized and granted to the extent that the delay could not be mitigated by changing work sequences.

Each day, or part of a day so agreed by the engineer, will accrue as "n" working days delay due to normal rainy weather. The summary of accrued "n" working days delay shall be recorded at each site meeting.

A claim for an extension of time will only be considered if the approved accumulative "n" working days delayed due to normal rainy weather, exceeds the contract provision of "n" working days during the contract period up to the due completion date, including any approved extension of time.

Note:

(1) Any surplus of the contract provision of "n" working days not claimed as rain days during the original contract period, shall not affect the original due completion date.

(2) For any approved extension of time period, any surplus of the contract provision of "n" working days not claimed as rain days during the original contract period, shall then be carried forward as a provision for an expected delay on working days due to normal rainy weather during the approved extension of time period."

PSA1.2.3.11 ORDERING OF DAYWORKS

Replace Clause A1.2.3.11 with the following:

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|------------------------------------|-----------------------------|
|------------------------------------|-----------------------------|

PSA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

c. Type of Work

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

Generally, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site and Ashall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in C1.2.8 of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. Construction Equipment

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, refuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

Please initial: Tenderer & Witness..... Page 83 of 98

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

Add the following new Clause A1.2.3.24:

PSA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

CHAPTER 1.5 ACCOMMODATION OF TRAFFIC

PART C: MEASUREMENT AND PAYMENT

Add the following new payment item.

PSC1.5 MEASUREMENT AND PAYMENT

ltem

Unit

PSC1.5.13 Penalties

| (a) | Fixed penalties per occurrence | number (No) |
|-----|---|-------------|
| (b) | Time related penalties | hr |
| (c) | Road Closure not approved by the Engineer | |
| | (Time related penalty) | hr |

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

(a) In sub item PSC 1.5.13 (a) a fixed penalty of R 5 000, 00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of chapter 1.5 of the standard specifications and chapter PS1.5 of the project specifications.

(b) In sub item PSC1.5.13(b) a time-related penalty of R 2 000,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 11: Scope information required from Contractor

The *Client* requires the following information pertaining to the work for this contract to be furnished at the time of tender. The tenderer must provide ALL the information as stipulated in this schedule.

Information Required from the Contractor:

| 1 | Trade Name of Pre-cast Concrete Blocks Tendered | |
|---|---|--|
| | | |

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 12: Amendments by Contractor

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Client's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause C.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

| PAGE / ITEM | CLAUSE / DESCRIPTION |
|-------------|--|
| | NO ALTERATIONS/AMENDMENTS BY CONTRACTOR ALLOWED FOR THIS |
| | CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE. |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Please initial: Tenderer & Witness..... Page 87 of 98

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 13: Contractor's Equipment schedule

The tenderer must furnish the details of the Equipment required for the execution of this contract. The tenderer must differentiate, where applicable, between Equipment immediately available, Equipment which will become available by virtue of outstanding orders, and Equipment to be acquired or hired for the works should the tenderer be awarded the contract.

| EQUIPMENT DESCRIPTION (Type, size, capacity, etc) | AVAILABLE (A) ON ORDER (O) HIRED (H) | NUMBER OF |
|--|--|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Append separate page if not enough space, or enter NIL if nil)

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 14: Contractor's schedule of subcontractors

The tenderer herby notifies the *Client* of his intention to use the following subcontractors for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the *Client*. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a subcontractor not listed below being approved by the *Client*.

| WORK TYPE OR CATEGORY | SUBCONTRACTOR (Name, address, contact person, phone, fax, organisation details, experience) | WORK ITEMS (As per bill of quantities) | estimated COST |
|--------------------------|---|--|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | total subcontracted amoun | T (Excluding VAT) | R |

(Append separate page if not enough space, or enter NIL if nil)

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 15: Contractor's Health & Safety Plan

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Contractor shall submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Works all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with shall be in accordance with the Client's Health and Safety specification as issued.

Refer to Annexure 2 (WG OHS 02/19: OHS Specification for Construction Works) attached to this document.

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor will only be given access to start work after approval of his detailed Health and Safety Plan, which must be submitted to the *Client* within 3 weeks after award of this contract.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

SCHEDULE 16: Contractor's Environmental Management Plan

THE ENVIRONMENTAL MANAGEMENT PLAN ATTACHED TO THIS DOCUMENT (Annexure 3) WILL BE APPLICABLE TO THIS CONTRACT

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Scope

Pro Forma Performance Guarantee (Performance Bond)

| To: | WESTERN CAPE GOVERNMENT |
|-----|--|
| | Western Cape Nature Conservation Board |
| | PGWC Shared Services |
| | cnr Bosduif & Volstruis Str |
| | Bridgetown |
| | 7764 |

Sir,

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

| "Guarantor" means: |
|---|
| Physical address: |
| "Employer" means: |
| "Contractor" means: |
| "Employer's Agent" means: |
| "Works" means: |
| "Site" means: |
| "Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties. |
| "Contract Sum" means: The accepted amount inclusive of tax of R |
| Amount in words: |
| "Guaranteed Sum" means: The maximum aggregate amount of R |
| Amount in words: |
| Please initial: Tenderer & Witness Page 92 of 98 |

"Expiry Date" means: or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

3. GUARANTOR'S LIABILITY

- 3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

- 4.1 The Guarantor hereby acknowledges that:
- 4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:
- 4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;
- 4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;
- 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
- 4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and
- 4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
- 4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

| Signed at |
|---------------------------|
| Date |
| Guarantor's signatory (1) |
| Capacity |
| Guarantor's signatory (2) |
| Capacity |
| Witness signatory (1) |
| Witness signatory (2) |

Guarantor's seal or stamp

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Part C4: Site Information

Site Information

Page 97

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Site Information

Description of the Site

1. Site Description and Reports

- The site is situated within the Grootvadersbosch Nature Reserve and thus a sensitive Fauna and Flora area.
- All roads are either existing dirt roads or pre-cast concrete Armorflex block roads. the last ±15km to the site is also a dirt road. The driving condition of these roads may vary from good to bad, depending on the rainfall season and whether maintenance have recently been done on the roads.
- Rainfall in the area can be above normal at times.
- The roads to be upgraded in this contract give access to the Tourist Accommodation Area. It will be possible to close one access loop during construction, keeping the other loop open for daily vehicle traffic. This however must be done with the necessary approval and cooperation of the Grootvadersbosch Nature Reserve Staff. It must be cleared with the Grootvadersbosch Nature Reserve Staff well in advance and therefore indicated in the Contractors Working Programme. This Programme to be approved by the Grootvadersbosch Nature Reserve Staff and the Engineer.
- Access and Turning Points for Heavy and Long vehicles may be a problem. Offloading of material may be necessary away from the actual working area. The contractor thus to allow for Double Handling of some materials from the temporary storage areas to the actual working areas.

2. Information References

• The Chainages (Stake Values) of all specific work to be done are indicated on the Roads Layout drawings

3. Information about Plant and Services

- As far as possible all existing services are indicated on the Layout Drawings.
- The Contractor however to allow for a rate with regard to "looking for services" and "repair of damaged services" as per the Bill of Quantities attached hereto.

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

GROOTVADERSBOSCH RING ROAD

Appendix: Drawings & Annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix may contain the **Bill of Quantities** as well as drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he acquires and considers all the items referenced in this document in the preparation of his tender, which is the assumption when tenders are evaluated.

| Client Line 1: | CAPE NATURE |
|----------------------|---|
| Client Line 2: | GROOTVADERSBOSCH NATURE RESERVE |
| Contract No | |
| Contract Description | CAPE NATURE TWIN TRACK: GROOTVADERSBOSCH NATURE |
| | RESERVE RING ROAD |

| | ROADWORKS | | | Chapter C1.2 | | |
|-----------|---|----------|-------------|--------------|---|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | ļ | AMOUNT R |
| C1.2 | GENERAL REQUIREMENTS AND PROVISIONS | | | | | |
| C1.2.1 | Environmental Management | | | | | |
| C1.2.1.1 | Monitoring of compliance with and reporting on the EMP | month | 6 | | R | - |
| C1.2.1.2 | Environmental officer | month | 6 | | R | - |
| C1.2.2 | Programming and Reporting | | | | | |
| C1.2.2.1 | Submission of a Scheme 1 Programme every month | Lump Sum | 1 | | R | - |
| C1.2.2.2 | Reviewing and updating a Scheme 1 Programme every month | month | 6 | | R | - |
| C1.2.2.6 | Preparation and submission of all information and reports specified in the Contract Documentation | month | 6 | | R | - |
| C1.2.5 | Safety | | | | | |
| C1.2.5.1 | Health and safety plan | Lump Sum | 1 | | R | - |
| C1.2.5.2 | Implementation of health and safety plan | month | 6 | | R | - |
| C1.2.8 | Dayworks | | | | | |
| C1.2.8.1 | Personnel | | | | | |
| (a) | Unskilled labourer | hour | 1 456 | | R | - |
| (b) | Semi-skilled labourer | hour | 1 120 | | R | - |
| C1.2.8.2 | Construction Equipment (specify size and/or model number) | | | | | |
| (d) | Front end loader backhoe | h | 30 | | R | |
| C1.2.8.3 | Vehicles | | | | | |
| (c) | Dump truck - 10 m3 capacity | Km | | | R | - |
| C1.2.8.4 | Materials | | | | | |
| (a) | Procurement of materials | Prov Sum | 1 | R 80 000.00 | R | 80 000.0 |
| | Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a) | % | R 80 000.00 | | R | |
| TAL CARRI | ED FORWARD TO SUMMARY | 1 | 1 | | R | 80 000.00 |

| | | | | Cha | apter C1.3 | |
|-------------|---|----------|-----|------|-------------|---|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R | |
| | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | | |
| C1.3.1 | Contractor's general obligations | | | | | |
| C.1.3.1.1 | Fixed obligations | Lump Sum | 1 | | R | - |
| C1.3.1.2 | Value-related obligations | Lump Sum | 1 | | R | - |
| C1.3.1.3 | Time-related obligations | month | 6 | | R | - |
| C1.3.2 | Contract sign boards | m² | 13 | | R | - |
| TOTAL CARRI | OTAL CARRIED FORWARD TO SUMMARY | | | | R | - |

| | | | | | Chapter C1.5 | | 1.5 |
|-----------|--|----------|-------------|----|--------------|---|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | | RATE | | AMOUNT R |
| C1.5 | ACCOMMODATION OF TRAFFIC | | | | | | |
| C1.5.12.1 | Accommodation of vehicular traffic | Prov Sum | 1 | R | 60 000.00 | R | 60 000.00 |
| C1.5.12.2 | Contractor's handling costs, profit and all other charges in respect of item C1.5.12.1 | % | R 60 000.00 | | | R | - |
| PSC1.5.13 | Penalties | | | | | | |
| (a) | Fixed penalty per occurrence | No | | -R | 5 000.00 | | Rate only |
| (b) | Time related penalty | hr | | -R | 2 000.00 | | Rate only |
| | Road closure not approved by engineer(time related penalty) | hr | | -R | 1 000.00 | | Rate only |
| TOTAL CAR | TOTAL CARRIED FORWARD TO SUMMARY | | | | | R | 60 000.00 |

| ITEM NO | | | | Chapter C1.6 | | |
|------------|--|------|----------|--------------|--------|--|
| | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT | |
| C1.6 | CLEARING AND GRUBBING | | | | | |
| C1.6.1 | Clearing | | | | | |
| | Clearing with machines and some hand labour where necessary | ha | 0.54 | | R | |
| | Note: | | | | | |
| | All vegetation to be cut down to ±100mm above the natural ground level. No roots, stumps, etc. may be removed from within the ground accept where specifically instructed to do so by the Engineer for the installation of Side Drains. Above rates to include for discarding of all cut and already loose vegetation within the cleared strip and road surface. | | | | | |
| TAL CARRIE | TAL CARRIED FORWARD TO SUMMARY | | | | | |

| | | | | Chap | ter C1.7 |
|-------------|--|---------------------|------|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C1.7 | LOADING AND HAULING | | | | |
| C1.7.2 | Hauling | | | | |
| C1.7.2.2 | Hauling material to spoil and off-loading it at a designated spoil or stockpile are: | | | | |
| | Cleared and grubbed material (organic matter and all other unsuitable or waste material) | m ³ - km | 5400 | | R - |
| TOTAL CARRI | DTAL CARRIED FORWARD TO SUMMARY | | | | R - |

| | | | Chapter | | |
|------------|---|----------------|---------|--------------|--------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C3.1 | DRAINS | | | | |
| | Clearing, shaping and disposal of accumulated sediment in existing unlined open drains | | | | |
| (C) | Concrete or other lined side drains | m ³ | 399 | | R - |
| | Excavation, clearing and disposal of accumulated sediment in existing lined drains and drainage systems | | | | |
| (b) | Culvert barrels | m ³ | 31 | | R - |
| C3.1.15 | Repairing or replacing existing drainage systems | Prov Sum | 1 | R 250 000.00 | R 250 000.00 |
| TOTAL CARR | IED FORWARD TO SUMMARY | | | | R 250 000.00 |

| | | | | Cha | pter C4.4 |
|------------|---|------|-----|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C4.4 | COMMERCIAL MATERIALS | | | | |
| C4.4.2 | Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers | | | | |
| C4.4.2.1 | Pavement layer material: | | | | |
| (d) | Type G5 material | m³ | 857 | | R - |
| | | | | | |
| TOTAL CARR | IED FORWARD TO SUMMARY | | R - | | |

| | | | | Chap | oter C4.3 |
|-----------|---|----------------|-------|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C5.1 | ROADBED | | | | |
| C5.1.1 | Roadbed construction and compaction | | | | |
| C5.1.1.2 | Compaction of in-situ material to 93% of MDD | m ³ | 1 042 | | R - |
| C5.1.2 | Excavate material to spoil sites designated by the Employer | | | | |
| C5.1.2.1 | Excavate material to spoil from roadbed construction, material obtained from: | | | | |
| (a) | Soft excavation | m ³ | 1 042 | | R - |
| (d) | Hard excavation (other than by blasting) | m³ | 105 | | R - |
| OTAL CARR | IED FORWARD TO SUMMARY | | | | R - |

| | | | | Cha | pter C5.3 |
|------------|--|------|-----|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C5.3 | ROAD PAVEMENT LAYERS | | | | |
| C5.3.2 | Construction of pavement layers | | | | |
| C5.3.2.1 | Construction of layers using conventional construction methods: | | | | |
| (q) | G5A crushed rock/boulder subbase layer (150 mm) compacted to 97% of MDD | m³ | 857 | | R - |
| TOTAL CARR | IED FORWARD TO SUMMARY | | R - | | |

CAPE NATURE TWIN TRACK: GROOTVADERSBOSCH NATURE RESERVE RING ROAD

| | | | | Ch | apter C6.2 |
|--------------|--|------|------|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C6.2 | SEGMENTAL BLOCK PAVING LAYERS | | | | |
| C6.2.1 | Segmental block paving | | | | |
| 06.2.1.1 | Concrete block paving (Armorflex 180 paving, 340x340) including Y16 reinforcing bars Note: | m² | 1435 | | R - |
| | Refer to the drawing (P24072-CC-01-RDD-001) for the detailed dimensions, class, type, detail for connection to anchor beam, and reinforcing bar installation layout. | | | | |
| | | | | | |
| TOTAL CARRIE | TOTAL CARRIED FORWARD TO SUMMARY | | | | |

| | | | | Chapi | ter C11.1 | |
|----------------------------------|--|------|-----|-------|-------------|--|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R | |
| | PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION | | | | | |
| C11.1.2 | Stone pitching | | | | | |
| C11.1.2.3 | Grouted stone pitching on a concrete bed | m² | 60 | | R - | |
| TOTAL CARRIED FORWARD TO SUMMARY | | | | | R - | |

| | | | | Chap | ter C11.6 |
|------------|---|------|-----|------|-------------|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| C11.6 | ROAD SIGNS | | | | |
| C11.6.1.8 | Regulatory signs, temporary | | | | |
| (b) | 900 mm diameter (galvenised steel boards with retro- reflective class I) | No | 3 | | R - |
| (c) | 1200 mm diameter (galvenised steel boards with retro- reflective class I) | No | 3 | | R - |
| C11.6.1.10 | Warning signs, temporary | | | | |
| | 1200 mm size (galvenised steel boards with retro-reflective class I) | No | 3 | | R - |
| | 1500 mm size (galvenised steel boards with retro-reflective class I) | No | 3 | | R - |
| TOTAL CARR | IED FORWARD TO SUMMARY | | 1 | | R - |

CAPE NATURE TWIN TRACK: GROOTVADERSBOSCH NATURE RESERVE RING ROAD

| | | | | Chapi | ter C20.1 | |
|-------------|---|------------|-------------|-------------|-------------|--|
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R | |
| C20 | TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP | | | | | |
| C20.1.2 | Special tests requested by the Engineer | | | | | |
| C20.1.2.2 | Employer's contribution to other special tests | | | | | |
| (a) | Additional testing as requested by the engineer | Prime Cost | 1 | R 30 000.00 | R 30 000.00 | |
| (a.i) | Handling costs and profit in respect of item C20.1.2.2(a) | % | R 30 000.00 | | R - | |
| TOTAL CARRI | ED FORWARD TO SUMMARY | | • | | R 30 000.00 | |

| CHAPTER | DESCRIPTION | FROM PAGE | | AMOUNT |
|---------|---|-----------|---|-----------|
| C1.2 | GENERAL REQUIREMENTS AND PAYMENT | 1 | R | 80 000.0 |
| C1.3 | CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS | 2 | R | |
| C1.5 | ACCOMMODATION OF TRAFFIC | 3 | R | 60 000.0 |
| C1.6 | CLEARING AND GRUBBING | 4 | R | |
| C1.7 | LOADING AND HAULING | 5 | R | |
| C3,1 | DRAINS | 6 | R | 250 000.0 |
| C4.4 | COMMERCIAL MATERIALS | 7 | R | |
| C5.1 | ROADBED | 8 | R | |
| C5.3 | ROAD PAVEMENT LAYERS | 9 | R | |
| C6.2 | SEGMENTAL BLOCK PAVING LAYERS | 10 | R | |
| C11.1 | PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION | 11 | R | |
| C11.6 | ROAD SIGNS | 12 | R | |
| C20.1 | TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP | 13 | R | 30 000.0 |
| | | | | |
| | DULE A: ROADWORKS | | R | 420 000 |

| C2.3 SUMMARY OF BILL OF QUANTITI | ES | |
|--|----|------------|
| SCHEDULE | 4 | MOUNT |
| TOTAL SCHEDULE A: ROADWORKS | R | 420 000.00 |
| SUBTOTAL 1 | R | 420 000.00 |
| CONTINGENCIES (10% of Subtotal 1) | R | 42 000.00 |
| SUBTOTAL 2 | R | 462 000.00 |
| CONTRACT PRICE ADJUSTMENT AND RISE & FALL (3% of Subtotal 2) | R | 13 860.00 |
| SUBTOTAL 3 | R | 475 860.00 |
| VAT (15% of Subtotal 3) | R | 71 379.00 |
| TOTAL CARRIED FORWARD TO FORM OF OFFER | R | 547 239.00 |

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.



WG OHS 02/19

WESTERN CAPE GOVERNMENT DEPARTMENT OF TRANSPORT AND PUBLIC WORKS

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR CONSTRUCTION WORKS

In terms of Occupational Health & Safety Act 85 of 1993 and Construction Regulations 2014

February 2015

WESTERN CAPE GOVERNMENT DEPARTMENT OF TRANSPORT AND PUBLIC WORKS

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1. Introduction

In terms of the Construction Regulation ("CR") 5(1)(b), the client (the Western Cape Government, hereinafter "WCG") is required to compile a Health & Safety specification for any intended construction project. In terms of CR5(1)(c) the client must provide such specification to designers and in terms of CR5(1)(f) include the specification in tender documents issued to prospective contractors. The contractor, on appointment shall submit a Health & Safety plan which shall address the requirements of this specification.

This specification objective is to ensure that the contractor(s) entering into a contract with WCG achieve an acceptable level of OH&S compliance. This document forms an integral part of the project information and the contract. Principal and other contractors should make it part of any contract that they may have with their contractors and/or suppliers.

Compliance with this document does not absolve the client from complying with minimum legal requirements and the client remains responsible for the health & safety of his employees and those of his mandataries, as stipulated in the contract.

WCG or their appointed Safety Agent reserves the right to audit, monitor and where necessary regulate the site work activities of any principal contractor or appointed subcontractor as per CR5(1)(o) and the management and supervision of construction work as described in section 5 of this document.

2. Definitions

The definitions as listed in the Occupational Health and Safety Act (No 85 of 1993) and Construction Regulations R.84 of 2014 shall apply. Therefore all references to the old Construction Regulations will change to the new Construction Regulations.

Client: means any person or entity for whom construction work is being performed. In this specification it refers to the WCG.

Principal Contractor: means an employer appointed by the client to perform construction work

Contractor: means an employer who performs construction work;

Construction work: means any work in connection with

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

Competent person: means a person who,

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

Designer: means

a) competent person who

i.) prepares a design;

ii.) checks and approves a design; or

iii.) arranges for any person at work under his or her control to prepare a design iv.) including an employee of that person where he/she is the employer or

- v.) designs temporary work, including its components,
- b) an architect or engineer contributing to, or having overall responsibility for a design;
- c) a building services engineer designing details for fixed plant;
- d) a surveyor specifying articles or drawing up specifications;
- e) A Contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop-fitter or landscape architect;

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

Fall arrest equipment: means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

Hazard: means a source of or exposure to danger

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

Risk assessment: means the process contemplated in section10 of these specifications.

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

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

3. Notification of Construction

(Construction Regulation 4)

The Principal Contractor who intends to carry out any construction work must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 of the Construction Regulations if the intended construction work will

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

4. Duties of the Principal Contractor and Contractor

(Construction Regulation 7)

The Principal Contractor must:

- Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act

i.) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;

ii.) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

iii.) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;

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

v.) Appoint each contractor in writing for the part of the project on the construction site;

vi.) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;

vii.) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;

viii.) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;

ix.) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and

x.) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;

- Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
- e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
- g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations 2014.

The Principal Contractor must take reasonable steps to ensure co-operation between all contractors appointed by the Principal Contractor to enable each of those contractors to comply with this specification.

No contractor may allow or permit any employee or visitor to enter the site, unless that employee or visitor has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry and must ensure all have the necessary personal protective equipment.

The Contractor must prior to performing any construction work:

- Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;
- c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where the contractor appoints another contractor to perform construction work, the duties determined in **section 5** of this document apply to the contractor as if he/she were the Principal Contractor.

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

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations of 2014.

5. Management and Supervision of Construction work

(Construction Regulation 8)

The Principal Contractor must in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health and Safety compliance, and in the absence of the Construction Manager an alternate must be appointed by the Principal Contractor.

The Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant Construction Managers for different sections thereof: Provided that the designation of any such person does not relieve the Construction Manager of any personal accountability for failing in his or her management duties in terms of this regulation.

No Construction Manager may manage any construction work on or in any construction site other than the site in respect of which he/she has been appointed.

A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

No Contractor may appoint a Construction Health and Safety Officer to assist in the control of health and safety related aspects on the site unless he/she is reasonably satisfied that the construction health and safety officer that he/she intends to appoint has necessary competencies and resources to assist the Principal Contractor

A Construction Manager must in writing appoint Construction Supervisors responsible for construction activities and ensuring Occupational Health and Safety compliance on the construction site.

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

No Construction Supervisor may supervise any construction work on or in any construction site other than the site in respect of which he/she has been appointed, provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

6. Registration with The Workmen's Compensation or Licensed Insurer

The Principal Contractor(s) must ensure that the client is provided with a valid letter of good standing, including a registration number with the Compensation for Occupational Injury and Diseases ("COID") Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund, at least 10 days prior commencement of construction work. It must remain the Principal Contractor's responsibility to furnish the client with a valid letter of good standing or keep a copy available for perusal by a Client, Client Representatives or any other person authorised thereto.

7. Mandatary Agreement

A mandatary agreement as contemplated in Section 37.2 of the OHS Act must be entered into between the client and the Principal Contractor, also including all the Principal Contractor's contractors. This mandatary agreement can be a separate duly signed form issued to the Principal Contractor by the client and returned signed to the client at least 10 days prior to commencement of any construction work, or be contained in a contract clause in the construction contract under the heading "Acts or omissions by mandataries" or a similar description.

8. Assigned Person in terms of OHS Act of 1993 & Applicable Regulations

A written letter of appointment must be forwarded to the client duly signed by responsible persons at least 3 days prior commencement of construction work for the following duties: (Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Manager CR8(1)
- (c) Assistant Construction Manager CR8(2) where applicable

- (d) Full-time or part-time Construction Safety Officer CR8(5)
- (e) Construction Supervisor CR8(7))
- (f) Assistant Construction Supervisor CR8(8) where applicable
- (g) Risk Assessor CR9(1)
- (h) Fall Protection Developer/Planner CR10(1) where applicable
- (i) Temporary Works Designer CR12(1) where applicable
- (j) Temporary Works Supervisor CR12(2) where applicable
- (k) Temporary Works Erector CR12(3) where applicable
- (I) Excavation Supervisor CR13(1)a) where applicable
- (m) Demolition Work Supervisor and Controller CR14(1) where applicable
- (n) Scaffolding Supervisor CR16(1) where applicable
- (o) Scaffolding Team leader CR16(1) where applicable
- (p) Scaffolding Inspector CR16(1) where applicable
- (q) Scaffolding Erector CR16(1) where applicable
- (r) Suspended Platforms Supervisor CR17(1) where applicable
- (s) Suspended Platforms Erector CR17(1) where applicable
- (t) Rope Access Supervisor CR18(1)a) *where applicable*
- (u) Rope Access Fall Protection Plan Developed (R18(2)b) where applicable
- (v) Material Hoist Inspector CR19(8)a) where applicable
- (w) Bulk Mixing Plant Supervisor CR20(1) where applicable
- (x) Explosive Actuated Fastening Device Operator CR21(2)b) where applicable
- (y) Explosive Actuated Fastening Device Controller CR21(2)g(i) where applicable
- (z) Construction Vehicles and Mobile Plant Operator CR23(1)d(i) where applicable
- (aa) Temporary Electrical Installations Controller CR24(c) where applicable
- (bb) Portable Electrical Equipment Supervisor CR24(c) where applicable
- (cc) Portable Electrical Equipment Inspector CR24(d) where applicable
- (dd) Fire Equipment Inspector CR29(h) where applicable
- (ee) First Aider GSR3(4) -- where applicable
- (ff) Stacking Supervisor (CR28(a)) (GSR2(a)
- (gg) Competent Person in Confined Space Entry GSR5(1) where applicable
- (hh) Gas Cutting/Welding Supervisor (GSR9(a) where applicable
- (ii) Ladder Supervisor and Inspector (GSR13(a) where applicable
- (jj) Lifting Machine Inspector (DMR18(7) where applicable
- (kk) Lifting Tackle Inspector (DMR18(10)e) where applicable
- (II) Lifting Machine Supervisor (DMR18(11) where applicable
- (mm) Supervisor of Machinery (GMR1) where applicable
- (nn) Safety Representatives (OHS Act Sec.17 where applicable
- (oo) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 where applicable
- (pp) Incident Investigator (GAR9(2)
- (qq) Blasting Supervisor (Supervision of Explosives Workplace ER12) where applicable
- (rr) Emergency co-ordinator
- (ss) Hand tools Inspector

9. Health and Safety Documentation

The Principal Contractor must provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications. The health and safety plan must include but not limited to the following during tendering process, before commencement of construction work and during construction, and must be clear as to what is required in the plan.

Principal Contractor's Health & Safety Policy: The Principal Contractor must provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines Principal Contractor's commitment towards health and safety

Health and Safety Organogram: The Principal Contractor must provide a health & safety organogram which outlines related appointments in terms of the OHS Act and applicable Regulations. Contact numbers should also be provided for easy reference.

10. Risk Assessment

(Construction Regulation 9)

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

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

A Contractor must ensure that:

- (f) as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment
- (g) that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site. The contractor is to keep a signed record of risk assessment training.
- (h) Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site
- (i) consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site
- (j) copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee
- (k) review the relevant risk assessment
 - i. where changes are effected to the design and or construction that result in a change to the risk profile; or
 - ii. when an incident has occurred.

11.Fall Protection Plan

(Construction Regulation 10)

A Contractor must

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

The Fall Protection Plan must include

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- (c) a program for the training of employees working from a fall risk position and the records thereof;
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A Contractor must ensure that:

- (a) **The Construction Manager** appointed under Construction Regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
- (b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;
- (d) fall prevention and fall arrest equipment are
 - i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - ii. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

Where roof work is being performed on a construction site, **the Contractor must** ensure that, in addition to the requirements set out above, it is indicated in the fall protection plan that:

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

Principal Contractor / Contractor - Competency Assessment (*Construction Regulation 7*): **The Principal Contractor must** be reasonably satisfied that the sub-contractors he intends to appoint also have the necessary competencies and resources to safely conduct the work they will be appointed for. This must be established at tender stage and before appointments are made.

12. Administrative Controls and the Occupational Health And Safety file

(Construction Regulation 7)

The Occupational Health and Safety File

The Principal Contractor will keep an Occupational Health and Safety File on site containing the following inspection registers where applicable:

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspection Registers.
- Construction Vehicles & Mobile Plant Inspection.
- Daily Inspection of Vehicles.
- Plant and other Equipment by the Operator/Driver/User.
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Explosive Powered Tool Inspection/Maintenance/Issue/Returns Register. (incl. cartridges & nails)
- Fall Protection Equipment Inspection Register.
- First Aid Box Contents and First Aid Dressing Record.
- Fire Equipment Inspection & Maintenance.
- False work Inspections.
- Hazardous Chemical Substances Record.
- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Welding Equipment Inspections.
- Hand Tools Inspection
- Pressure Equipment Issue and Inspection
- All other applicable records.
- An equipment inventory register, detailing all major items of equipment such as Construction Vehicles and Mobile Plant etc.

On completion of the project or on completion of the contractors work each contractor must surrender the completed OHS file to the Principal Contractor for consolidation into one "Master File". A Principal Contractor must hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in this document include a record of all drawings, designs, materials, operations manuals used and other similar information concerning the completed structure including a copy of COC (These records will then be archived by the client for future reference purposes).

13. Health and Safety Representatives

The Principal Contractor must ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person where there are more than 20 employees at the work place. A proof of training certificate must be provided to the client. Health and Safety Representatives must conduct monthly inspections by completing a checklist developed by the Principal Contractor. Safety defects noted must be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings must be made available to the client for reference for audits purposes and kept in the health and safety file.

Health and Safety Representatives and their reports must form part of the safety committee which must meet on a monthly basis.

The Principal Contractor must hold health and safety committee meetings on site. Minutes of such meetings and action taken by management must be kept on file and made available to the client for inspection purposes. Members of the committee must receive proper training and a proof of such training must be made available.

The Committee must consider, at least, the Following Agenda:

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

The Principal Contractor must ensure that the client's safety representative is invited to such meetings. These meetings do not substitute for Principal Contractor's Site meetings.

14. Health and Safety Training

Environmental Health and Safety Induction:

The Principal Contractor must conduct an induction training session prior commencement of construction work. An attendance register must be kept in the Principal Contractor's health and safety file.

Induction Conducted by the Principal Contractor and Competent Person:

A manual /copy of such training must be provided to the client for reference purposes. **The Principal Contractor must** ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

Toolbox Talks:

The Principal Contractor must ensure that employees attend a formal Toolbox Talk to be held at least once a week. Toolbox Talks must cover a wide variety of topics related to health and safety. An attendance register must be completed by employees who attended such talks. The register must indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks must be kept in a health and safety file and be made available to the client for perusal.

First Aid Training:

The Principal Contractor must appoint competent First Aider(s) in writing where more than 10 employees are employed. A letter of appointment must be kept on file. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of construction work and a proof of certificate must be in the health and safety file.

The Principal Contractor must ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box(es) must be accessible and location of such box(es) is clearly displayed on site and contain at least the minimum requirements as per GSR.

15. Fire Prevention and Protection

The Principal Contractor must ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, pressure equipment, confined spaces, hot work). The Principal Contractor must ensure that such equipment is inspected by a competent person on a monthly basis and such inspections are recorded on a register. The Principal Contractor must ensure that all fire equipment are serviced as required and person(s) have been properly trained on how to use the equipment. Proof of such training must be provided prior commencement of construction work.

16. Emergency Preparedness

The Principal Contractor must provide the client with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure must be communicated to employees and a proof of such training must be kept on file. A list of emergency contact numbers must be conspicuously displayed on site for ease of reference. An evacuation plan must be displayed in strategic places.

The Principal Contractor must provide the client with a full record of any incidents which may occur on site.

17. Incidents/Accidents Reporting and Investigation

The Principal Contractor must ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Manager for further investigation and remedial action. The Principal Contractor must ensure that all OHS Act section 24 incidents/accidents are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days. If construction work will be finished within 3 days after occurrence, an investigation must be conducted before such construction work is completed. Proof of such investigation must be submitted to the client immediately or within 24 hours after investigation.

18. Personal Protective Clothing/Equipment

The Principal Contractor must ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records must be provided by the Principal Contractor prior to the commencement of construction work. The Principal Contractor must ensure that SABS approved personal protective equipment or clothing is provided to personnel. The Principal Contractor must ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. The Principal Contractor must ensure that PPE or Clothing is lost or stolen, worn or damaged. The client will remove any person from the construction site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing will not be permitted on the premises

19. Risk Assessment for Construction Work

(Construction Regulation 9)

Every Contractor performing construction work shall, before the commencement of any construction work and during such work, have a Risk Assessment performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan to be submitted prior to commencement of construction work on site.

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

The Risk Assessment must include:

• The identification of the risks and hazards to which persons may be exposed to

- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

A Contractor must ensure that:

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards, and proof of training is required in the health and safety file.
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments at least once per month or where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

N.B. A risk assessment will be performed for all unplanned work and submitted to the client for approval prior to work commencing.

20.Fall Protection

(Construction Regulation 10)

A pre-emptive Risk Assessment will be required for any work to be carried out above two meters from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a full body harness that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with guard rails at two different heights as prescribed in SABS 085' Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding

Workers working in elevated positions must be trained to do this safely and without risk. Proof of training must be maintained on the contractors site safety file. Medical certificates of fitness for all employees working in elevated positions must be available on site. This must be issued by an Occupational Health Practitioner.

Where work on roofs are carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed as to support the roof structure.

The Risk Assessments shall place specific emphasis on the placing and handling of roofing materials such as Inverted Box Rib Sheeting (IBR sheeting) or similar materials, which when exposed to windy conditions represents a serious safety hazard.

21.Structures

(Construction Regulation 11)

The Contractor will ensure that in terms of Construction Regulation 11 the following is adhered to:

That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.

- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted and the structure to be inspected accordingly.
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction/demolition process as per a signed off method statement.
- All drawings pertaining to the design are on site and available for inspection.

The structural engineer shall carry out inspections at appropriate and sufficient intervals of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing.

22. Temporary Work

(Construction Regulation 12)

Temporary work must be carried out under the supervision of a competent person designated in writing. Temporary works structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.

No load is to be imposed onto the structure that the structure is not designed to carry.

Temporary works must be erected in accordance with the structural design drawings for that temporary works and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the temporary works.

All design drawings pertaining to the temporary works must be kept available on site and a copy thereof be kept in the health and safety file.

All equipment used in the erection of temporary works must be checked by a competent person before use and the temporary work to be signed off as safe to use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

Employees erecting temporary works must be trained in the safe work procedures for the erection, moving and dismantling of temporary works.

Safe access/egress (and emergency escape) must be provided for workers.

A competent person must inspect temporary works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the temporary works is stripped. A record of inspections is required in the health and safety file.

The results of all inspections must be recorded in a register kept on site.

The temporary works must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its removal in writing.

Any damaged temporary works must be repaired/rectified immediately Deck panels must be secured against displacement.

The contractor must ensure that no employee is exposed, or required to work on slippery and dangerous surfaces.

Person's health must be protected when use is made of solvents, oils or other similar substances. Ensuring that the OEL (Occupational Exposure Limit) for any substances that they may be exposed to does not exceed the legal limits and that the necessary PPE is used.

23. Excavations

(Construction Regulation 13)

The Principal Contractor must ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment must be provided to the client Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.0m deep must be provided to the client prior commencement of work. The Principal Contractor must ensure that no person works in an excavation which is not adequately braced or shored.

The Principal Contractor must ensure that every excavation including bracing and shoring are inspected daily prior each shift starts and such records are kept on site for reference.

The Principal Contractor must ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. **The Principal Contractor must** ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to the client prior commencement.

The Principal Contractor must ensure that safe and convenient means of access is provided to every excavation when required. Such access must not be further than 6m from the point where any worker within the excavation is working.

The Principal Contractor must communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

All excavations to be cordoned off adequately and notices displayed.

24. Demolition Work

(Construction Regulation 14)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to the client. **The Principal Contractor must** ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

The Principal Contractor must ensure that safety precautionary measures stipulated in the Asbestos Regulations are adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Principal Contractor. A certificate of registration as an Asbestos Contractor is to be provided and a copy kept in the health and safety file. A method statement for Asbestos work is to be handed to the client, and a copy kept in the health and safety file.

25. Confined Space Entry

(Construction Regulation 15)

The Principal Contractor must ensure that all necessary health and safety provisions prescribed in the General Safety Regulations are complied with when entering confined spaces.

26.Scaffolding

(Construction Regulation 16)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person. Scaffolding erectors and supervisors to be appointed in writing.

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. (Safe to use / Scaffold not Safe)

On completion of the erection, the Supplier will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. The Supplier will then issue a Handover Certificate, Drawings, design and specifications shall be signed by a registered professional engineer.

An inspection of the completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e. a hoist or advertising banners be added to the scaffold at a later stage, the professional engineer must approve the modification.

27. Suspended Platforms

(Construction Regulation 17)

The Contractor to design, erect, use and maintain suspended platforms in accordance with the requirements of Construction Regulation 17.

28. Lifting Equipment, Tackle, Material Hoist and Cranes

(Construction Regulation 19)

The Principal Contractor must ensure that all lifting equipment and tackle are inspected before use and a monthly register is completed by a competent person. Proof of such inspections must be recorded and kept on file for reference. The Principal Contractor must ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. The Principal Contractor must ensure operators are properly trained on how to operate the above mentioned equipment and a proof of competency is provided prior commencement of work.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment.

The Principal Contractor must ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to above equipment are adhered to at all times.

29. Batch (bulk mixing) Plants

(Construction Regulation 20)

Should a batch plant be used, it must conform to the requirements as set out in Construction Regulation 20 of the OHS Act. These must include but not limited to appointment of a competent person to operate and supervise batch plant operations.

30. Explosive Actuated Fastening Devices

(Construction Regulation 21)

Every Explosive Powered Tools (EPT) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles
- A firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at a right angle (where the EPT is fitted with an intermediate piston between the charge and the nail this requirement is waived)

The Contractor or user must ensure that:

- Only the correct type of cartridge is used (product specific)
- The EPT is cleaned and inspected daily before use by an appointed competent person who maintains a register with the findings of his inspection and the details of cleaning, service and repairs
- The safety devices are in good working order before the EPT is used
- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons
- A warning notice is displayed at the point where the EPT is in use
- The issue and return of cartridges must be controlled by maintaining the issue/returns register

signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges.

- Users/operators of the EPT have received the necessary training and have been authorised as being competent to use/operate the EPT
- Users/operators must wear the prescribed PPE whilst using/operating the tool

31.Cranes

(Construction Regulation 22)

If applicable, a crane permit must be obtained and submitted before erection of the crane.

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the tower crane operators are competent to carry out the work safely; and
- (f) the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations of 2014.

32. Construction Vehicles & Mobile Plant

(Construction Regulation 23)

Construction Vehicles and Mobile Plant may be inspected by the client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant ("CV & MP") to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate CV & MP
- operators and drivers of CV & MP must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive CV & MP.
- fitted with adequate signalling devices and lights to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent CV & MP from falling into same
- provided with roll-over protection, appropriate seat fitted which shall be used during CV & MP operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book
- CV & MP to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the CV & MP is on site.
- No loose tools, material etc. is allowed in the driver/operators compartment/cabin nor in the compartment in which any other persons are transported

- CV & MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a CV & MP except in a safe place provided by the manufacturer for this purpose The construction site must be organized to facilitate the movement of CV & MP so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number, adequately demarcated and attended to by flagmen.

CV & MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked CV & MP.

In addition CV & MP left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent to, or on public roads must wear reflective safety vests All CV & MP inspection records must be kept in the health and safety file.

33. Electrical Installations and Machinery on Construction Sites

(Construction Regulation 24)

The Principal Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site in the health and safety file; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

The Principal Contractor must ensure that, where applicable, prior notice is given to the relevant electrical inspectorate of any work involving electrical installation. A lock-out certificate must be issued to the relevant Principal Contractor. The Principal Contractor must ensure that a lock-out procedure is adhered to by his/her employees whenever required. The Principal Contractor must ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times. All electrical work to be conducted by a registered electrician.

34. Use of Temporary Storage of Flammable Liquids on Construction Sites

(Construction Regulation 25)

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.

- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment
- No smoking or other sources of ignition is allowed into the area
- The area is conspicuously demarcated as "flammable materials"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fireresistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders
- All permanently installed storage facilities to comply with SANS 10089.

35. Housekeeping and General Safeguarding on Construction Site

(Construction Regulation 27)

The Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site, including—

- (a) the proper storage of materials and equipment;
- (b) the removal of scrap, waste and debris at appropriate intervals;
- (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- (e) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept

safe in the case of danger or possibility of persons being struck by falling objects.

The Principal Contractor must ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

36. Stacking and Storage on Construction Sites

(Construction Regulation 28)

The Principal Contractor must ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site and proof of such appointment must be provided prior commencement of construction work;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control of the appointed competent person. The Principal Contractor must ensure that good housekeeping of the demarcated storage areas are maintained at all times.

37. Fire Precautions on Construction Sites

(Construction Regulation 29)

The Principal Contractor must ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger
 - i. only suitably protected electrical installations and equipment, including portable lights, are used;
 - ii. there are no flames or similar means of ignition;
 - iii. there are conspicuous notices prohibiting smoking;
 - iv. oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - v. adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (I) there is an effective evacuation plan providing for all-
- (m) persons to be evacuated speedily without panic;
- (n) persons to be accounted for; and
- (o) plant and processes to be shut down; and
- (p) a siren is installed and sounded in the event of a fire.

38. Construction Employees' Facilities

(Construction Regulation 30)

A Contractor must provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

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

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

39. Ladders

The Principal Contractor must ensure that all ladders are numbered, inspected before use and monthly inspections are recorded in a register. The Principal Contractor must ensure that a competent person who carries the above inspections is appointed in writing.

40. Pressure Equipment

The Principal Contractor must ensure that pressure equipment is identified, numbered and entered in a register. Furthermore he/she must ensure that inspections are carried out and certificates of testing are available and kept on file as per the Regulations.

41. Employees Exposed to Excessive Noise

The Principal Contractor must ensure that all employees exposed to excessive noise, equal or above 85 dB(A), have undergone a baseline audiometric test prior commencement of construction work and SABS approved ear protection is provided and worn at all times.

42. Public Safety and Security

The Principal Contractor must ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorized Entry", "Visitors to report to office", "helmet and safety shoes" etc.

Health and safety signage must be well maintained throughout the project. This must entail cleaning, inspection and replacement of missing or damaged signage.

Furthermore the Principal Contractor must ensure that:

- (a) Nets, canopies, fans etc. are provided to protect the public passing or entering the site
- (b) A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place
- (c) All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

43.Night Work

The Principal Contractor must ensure that necessary arrangements have been made with the client before conducting any night work and that there is adequate lighting for any work to be conducted and failure to do so will result in work being stopped.

44. Hot Work

The Principal Contractor must ensure that the relevant fire & rescue authority is notified of any hot work to be conducted during construction work. A hot work permit accompanied with a gas free certificate must be issued to the Principal Contractor by the relevant authority when satisfied that the area is safe and that the Principal Contractor understands the procedure. The Principal Contractor must ensure that a hot work procedure is adhered to at all time by his/her employees.

45. Hired Plant and Machinery

The Principal Contractor must ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. Such plant or machinery comply at all times with the requirements of the Occupational Health & Safety Act and relevant associated regulations.

The Principal Contractor must ensure that hired operators receive induction prior commencement of work and that said hired operators have proof of competency.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

46. Road Construction Work

The Principal Contractor must ensure that construction work conducted on the public road all necessary caution signage, cones, flag man etc. are provided as stipulated in the Road Traffic Ordinance is adhered to. The caution signage to be conspicuously displayed to warn the drivers of any construction work ahead must be provided at least at 75 m away from the cones; flag man; actual construction work etc.

47. Edge Protection and Penetration

The Principal Contractor must ensure that all exposed edges and floor openings are guarded and demarcated at all times until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface.

The Principal Contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

48. Liquor, Drugs, Dangerous Weapons, Firearms

The Principal Contractor must ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs.

The Principal Contractor must encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person must be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace.

No dangerous weapons or firearms allowed on the construction site.

49. Internal/External Audits

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance.

The client must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by the client and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action. The client must stop any Principal Contractor from executing any construction work which is not in accordance with the health and safety plan.

The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

50.Non-compliance

(Construction Regulation 33)

Below follows a non-exhaustive list outlining typical contraventions in terms of OHS compliancy on a construction site:

- Failure to keep a copy of OHS Act on site.
- Failure to maintain an up-to-date letter of good standing with the Compensation Commissioner / FEM.
- Working on site without attending Safety Induction Training.
- Failure to conduct Safety Induction for personnel and visitors on site.
- Failure to issue and wear Personal Protective Clothing and Equipment.
- Failure to fully stock first aid box in accordance to the risks identified.
- Failure to disclose or report first aid cases and /or minor/major/fatalities as prescribed by the OHS Act.
- Failure to adhere to written safe work procedure as stipulated in the Hazard Identification and Risk Assessment and safety plan.
- Failure to maintain records and registers as per the OHS Act of 1993 and its regulations.
- Failure to conduct audits and inspections as required by legislation.
- Keeping un-serviced fire equipment on site.
- Failure to make use of ablution facilities.
- Failure to remove personnel on site who appears to be under the influence of intoxicating liquor or drugs.
- Failure to close out previously raised non-conformances.
- Failure to make and update legislative appointments.
- Failure to adhere to the OHS Act of 1993 and its regulations.

The Principal Contractor will be advised in writing of the nature of any contravention. **The Principal Contractor must** take the necessary steps not only to remedy any contravention, but also to prevent a recurrence of such contravention (e.g. training) and must advise the client accordingly. Non-compliance with the requirements of this health and safety specification means contravention of the OHS Act as well as non-compliance with the conditions of contract of this project, and will be dealt with according to the penalties imposed in terms of the conditions of contract and Construction Regulation 33.

51. Penalties

| Minor: | Medium: | Severe: |
|--|---|--|
| Penalty: R50.00/count | Penalty: R500.00/count and a Non-conformance | Penalty: R5000.00/count, a Non- conformance and/or Activity Stoppage |
| Non-use of PPE supplied | Toilets not supplied or regularly serviced; lack of drinking water | Contractors working without Health and Safety Plan approval |
| Non-completion of registers for Plant and Equipment on site | Contractors not Audited | Workers transported in contravention of the OHS plan or Legal requirements |
| Lack of H&S signage at work areas | Working without training or the appropriate H&S method statements | Invalid Letters of Good Standing |



Environmental Management Plan for The Grootvadersbosch Ring Road Contract – WCNCB 11/11/2024

Generic CapeNature EMP

Version: 15 Jan 2010

Lifecycle environmental management plan for any infrastructure demolition, construction or upgrade in CapeNature reserves or for projects managed by CapeNature



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ENVIRONMENTAL MANAGEMENT PLAN – PURPOSE

The main purpose of an Environmental Management Programme (EMP) is to prevent avoidable damage and/or minimise or mitigate unavoidable environmental damage associated with any construction, maintenance, or demolition work where there is a risk of environmental damage.

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

This EMP:

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

PROCESS CHECKLIST

List of key items required in terms of this EMP, with deadline and date of actual completion or action.

| ITEM | DEADLINE | DATE COMPLETED |
|------|----------|----------------|
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| | | |

[TO BE COMPLETED BY ENVIRONMENTAL SPECIALIST OR ECO]

ROLES AND RESPONSIBILITIES - ASSIGNED STAFF

| ROLE | PERSON, POSITION, COMPANY | DATE SIGNATU | RE |
|--------------------------|--|-----------------------------|--------|
| CapeNature | | | |
| Construction Project | | | |
| Manager | | | |
| - | | | |
| CapeNature | | | |
| Environmental Specialist | | | |
| - | | | |
| | | | |
| Principal Agent | | | |
| | | | |
| Environmental Control | | | |
| Officer ("ECO") | | | |
| | | | |
| _ | | | |
| Contractor | | | |
| | | | |
| Contractor | | | |
| - Contractor | | | |
| | | | |
| Contractor | | | |
| - | | | |
| | | | |
| Contractor | | | |
| - | | | |
| All pa | arties signing here agree to be bou | nd by the requirements o | f this |
| EM | P document, and to fulfil the obligation | ations of their role as set | out |
| | below. | | |

| Telephone (cel) | telephone (office) | email address | ROLE |
|-----------------|--------------------|---------------|--------------------------|
| | | | CapeNature Construction |
| | | | Project Manager |
| | | | CapeNature |
| | | | Environmental Specialist |
| | | | |
| | | | Principal Agent |
| | | | Environmental Control |
| | | | Officer ("ECO") |
| | | | |
| | | | Contractor |
| | | | |
| | | | Contractor |
| | | | |
| | | | Contractor |
| | | | |
| | | | Contractor |

ROLES, RESPONSIBILITIES AND CONTRACT OBLIGATIONS - DESCRIPTION

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

🛷 CapeNature

(The Client): CapeNature Construction Project Manager

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

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

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

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

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



(The Client): CapeNature Environmental Specialist

OR Independent Environmental Specialist.

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

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

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

The CapeNature Environmental Specialist must provide a detailed site map for inclusion as part of this EMP delineating:

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

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

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

The Principal Agent

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

- **For large projects:** The Principal Agent will usually be an appointed architect, engineer or a dedicated project manager appointed by contract with CapeNature. Where projects are managed by Public Works, a designated Public Works officer may act as Principal Agent. The Principal Agent can also be a CapeNature employee designated and authorised to act as project Principal Agent.
- **For smaller projects:** The CapeNature Construction Project Manager may also act as the Principal Agent. The Principal Agent may also be another designated CapeNature employee.

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

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

The Principal Agent will be the senior authority on site.

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

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

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

Environmental Control Officer ("ECO")

The ECO must be appointed prior to commencement of operations.

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

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

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

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

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

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

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

The Contractor

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

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

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

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

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

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

Health, Safety and Environmental (HSE) Officer:

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

- Site evaluation on a daily basis.
- Identifying issues relating to day to day construction activities and that can have a detrimental effect on the environment.
- Subcontractor audits to ensure compliance.
- Assist in the direct implementation of the EMP.
- Ensure that the requirements of the EMP are communicated understood by personnel on site via induction sessions.
- Ensure that the contractors on site develop, implement and monitor the required HSE management functions.
- Evaluate the applicability and accuracy of the EMP and the method statements throughout the construction phase.

- Coordinate all statutory requirements including permit authorisation and license requirements.
- Conduct or have conducted a hazard analysis and take the necessary corrective action.
- Where it is not possible to remove any remaining hazard's to inform employees thereof and what precautionary action is to be taken.
- Detail mitigation measures required to be taken, and the procedures for their implementation to the project manager.
- Representing HSE issues at the production meetings.
- Coordinate HSE training of personnel.
- Coordinating spill response personnel.
- The HSE officer shall inspect the integrity of the hazardous waste containers/bins/skips on a weekly basis.

STANDARD ENVIRONMENTAL MANAGEMENT PROCEDURES AND ACTIVITIES

ACCESS

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

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

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

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

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

RESTRICTION OF WORKING AREAS

Construction activities shall be strictly confined to the demarcated working area/s indicated in the figure below to prevent any disturbance to or contamination of vegetation, fauna or natural environment by construction activities. The working areas and 'no-go' areas shown here must also be shown on a site map of at least A1 size posted in the construction site office, and be demarcated by danger tape and/or fencing on site.

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

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

Procedure to be followed:

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

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

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

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

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

STORAGE OF CONSTRUCTION MATERIAL

New Construction Material

New construction material will be stored in demarcated areas on the affected properties prior to commencement of reconstruction of decommissioned power line. Therefore:

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

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

Contractors will not be allowed to store new construction material on the sides of the access road, or among the natural vegetation or next to the existing access road

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

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

USE OF CEMENT / CONCRETE

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

The following shall apply:

- Prevent cement pollution ensure that soil and water is not contaminated with cement
- Concrete and cement must only be mixed on existing hard surfaced areas, or edged mortar boards or a suitable container. Concrete may not be mixed or stored directly on the ground under any circumstances;
- The visible remains of the batch and concrete, either solid, or from washings, shall be physically removed immediately and disposed of as hazardous waste.
- Washing of equipment shall be done in a container to prevent any runoff of contaminated washing water. Extreme care must be taken to limit the amount of water contaminated by washing equipment to the minimum required. Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.

• No equipment shall be washed in pools or streams within a Nature Reserve.

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

OIL MANAGEMENT

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

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

Oil spill kits are available from:

| Drizit | (021) 531 5335 |
|------------------------------------|----------------|
| Enretech | (021) 683 1858 |
| Pinelands Environmental Technology | (021) 531 3749 |

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

BRINGING CONSTRUCTION MATERIALS ONTO A NATURE RESERVE

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

WASTE MANAGEMENT

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

The following conditions shall apply:

- To limit the potential for site pollution and the accumulation of waste on site;
- To ensure that waste is disposed of in an appropriate manner at a licensed municipal dump site
- No solid wastes shall be stored on site
- All hazardous waste must be disposed of at a registered hazardous waste disposal site and certificates of safe disposal must be obtained; and
- The contractor shall place and use waste bins on site;
- The waste bins shall be provided with lids and external closing mechanism to prevent contents blowing out;
- The waste bins shall be emptied on a regular basis;
- No waste is to be buried or burnt or otherwise disposed of anywhere but in a registered waste disposal site;
- The Contractor shall provide temporary ablution facilities (i.e. chemical toilets) at a location indicated by the Environmental Specialist or ECO;
- Defecating or urinating anywhere other than in the provided toilet facilities is strictly prohibited (i.e. no use of the veld);
- All waste generated during the decommissioning and reconstruction activities must be removed by the Contractor as soon as possible, and within the period specified in the EMP and disposed of at a registered landfill site.

FIRES

No fires are permitted on site for any reason.

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

SITE REHABILITATION

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

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

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

DOCUMENTATION

Environmental Management Programme Audit Checklist

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

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

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

Environmental register

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

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

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

CONTRACT OBLIGATIONS

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

SITE- AND PROJECT-SPECIFIC ENVIRONMENTAL RISKS AND MITIGATION PROCEDURES

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

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

ACTIONS TO BE COMPLETED BEFORE CONSTRUCTION STARTS

Bulk Services Identification

[list bulk services required, availability and potential risks]

Permits

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

Access, Working Hours and Working Areas

[list access times outside gate times if required]

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

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

diagram of site layout to be provided in site office

Training

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

CONSTRUCTION PHASE

Social Considerations

[specify risks & procedures]

Appropriate Machinery

[specify risks & procedures]

Traffic Control

[specify risks & procedures]

Construction Materials

[specify what materials may be used and storage areas]

Waste Management

[specify waste management processes and storage areas]

Stormwater

[specify risks & procedures]

Fire Safety

[specify risks & procedures]

Safety and First Aid

[specify risks & procedures]

Air Quality

[specify risks & procedures]

Water Quality

[specify risks & procedures]

Noise Pollution

[specify risks & procedures]

Blasting/Drilling/Demolitions

[specify risks & procedures]

Light Pollution

[specify risks & procedures]

POST CONSTRUCTION

Final Site Clearance

[specify risks & procedures]

Rehabilitation

[specify risks & procedures]

OPERATIONAL PHASE

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

Waste Management

[specify risks & procedures]

Water Use Management

[specify risks & procedures]

Natural Water Feature Management

[specify risks & procedures]

Energy Management

[specify risks & procedures]

Light Pollution

[specify risks & procedures]

Visual Impact Management

[specify risks & procedures]

Natural Environment Management

[specify risks & procedures]

Noise Pollution

[specify risks & procedures]

Emergency Management

[specify risks & procedures]

Transport

[specify risks & procedures]

DECOMMISSIONING PHASE

Specify procedures required when the site is to be decommissioned

Waste Management Noise Pollution Site Clearance Blasting/Drilling/Demolitions Air Quality Social Considerations

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

To be completed at each visit of the ECO

| Date: |
|-----------------|
| |
| Construction |
| Representative: |
| |

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

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

| | | YES | NO | ACTION | COMMENTS |
|---------|---|-----|----|--------|----------|
| | AUDIT QUESTION | 125 | NU | | |
| | | | | | |
| Erosion | 1 | | | | |
| 10 | Have any complaints been received from CapeNature staff or adjoining property owners regarding occurrence of damage or erosion on their roads or properties as a result of construction activities? | | | | |
| 11 | Were any signs of erosion visible during the audit? | | | | |
| Topsoi | l Management | | | | |
| 12 | Has all the topsoil been backfilled or levelled on site? | | | | |
| Fire M | anagement | | | | |
| 13 | Are the emergency numbers available on site? | | | | |
| 14 | Have any incidents of veld fires occurred? | | | | |

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

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

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

ANNEXURE 2 - KEY SITE RULES DURING CONSTRUCTION

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

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

Demarcated work /construction areas

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

Use of Cement or Concrete

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

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

Water Quality and Wetland Habitat Protection

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

Air Quality and Fire Safety

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

Waste Management

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

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

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

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

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

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

Prevention of road, fauna and habitat damage by vehicles

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

Nature Reserve Protection

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

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

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

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

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

Other

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

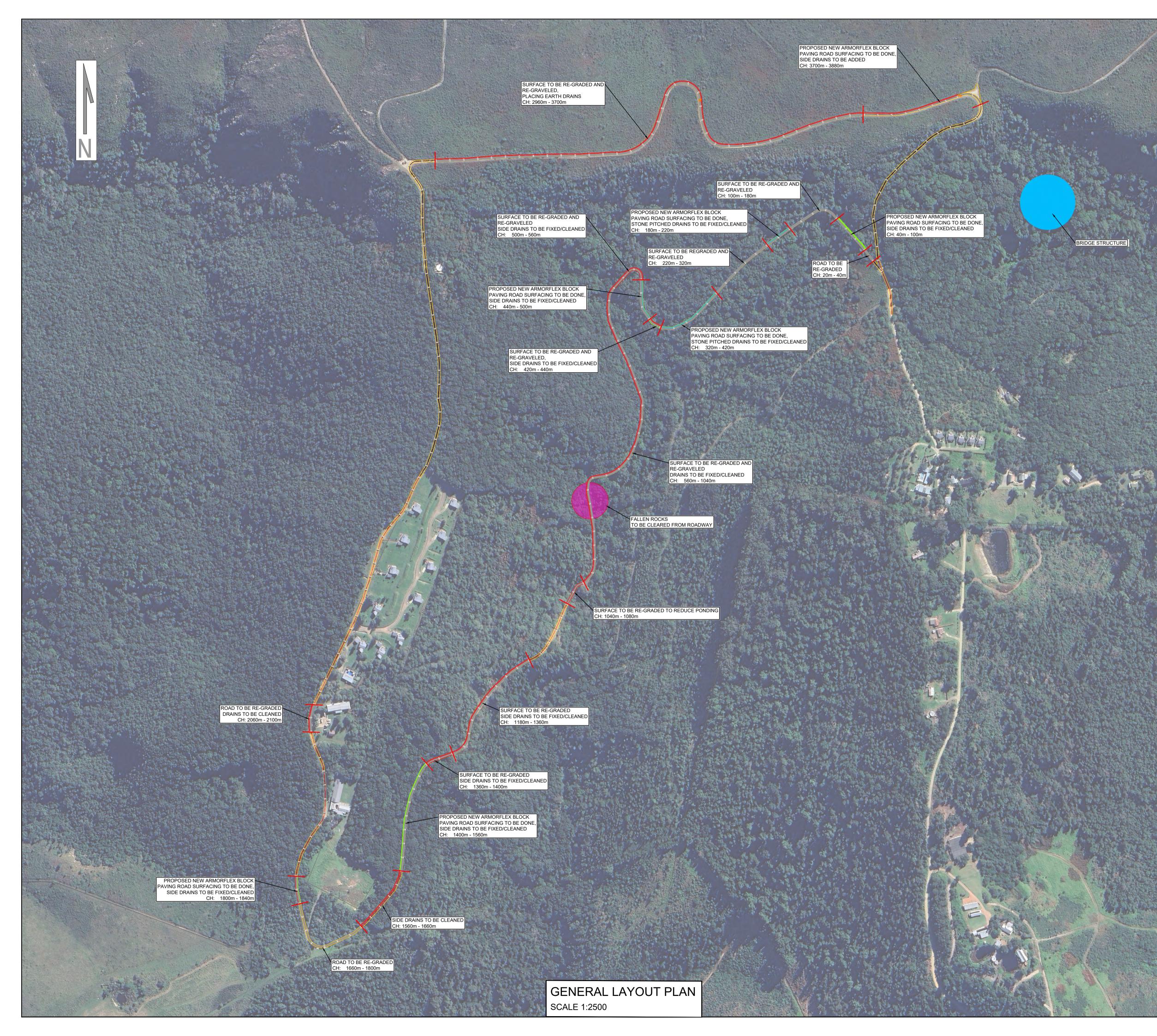
ANNEXURE 3: NATIONAL ENVIRONMENTAL MANAGEMENT ACT PRINCIPLES

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

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

| DRAWING NUMBER/ SHEET NUMBER | DRAWING DESCRIPTION/ SHEET NAME | CURRENT REVISION | CURRENT REVISION DATE |
|---|--|---------------------|--------------------------|
| LIST OF DRAWINGS | | | |
| P24072-CC-01-LOD-001 | LIST OF DRAWINGS | REV a | 2024-10-25 |
| | | | |
| ROADS P24072-CC-01-RD-001 | GENERAL LAYOUT PLAN | REV a | 2024-10-23 |
| P24072-CC-01-RD-002 | ROAD LAYOUT SHEET 1 | REV a | 2024-10-23 |
| P24072-CC-01-RD-003 | ROAD LAYOUT SHEET 2 | REV a | 2024-10-23 |
| P24072-CC-01-RD-004 | ROAD LAYOUT SHEET 3 | REV a | 2024-10-23 |
| P24072-CC-01-RD-005 | ROAD LAYOUT SHEET 4 | REV a | 2024-10-23 |
| P24072-CC-01-RD-006 P24072-CC-01-RD-007 | ROAD LAYOUT SHEET 5 ROAD LAYOUT SHEET 6 | REV a | 2024-10-23 2024-10-23 |
| P24072-CC-01-RD-008 | ROAD LAYOUT SHEET 7 | REV a | 2024-10-23 |
| P24072-CC-01-RD-009 | ROAD LAYOUT SHEET 8 | REV a | 2024-10-23 |
| P24072-CC-01-RD-010 | ROAD LAYOUT SHEET 9 | REV a | 2024-10-23 |
| P24072-CC-01-RD-011 | ROAD LAYOUT SHEET 10 | REV a | 2024-10-23 |
| P24072-CC-01-RD-012 | ROAD LAYOUT SHEET 12 | REV a | 2024-10-23 |
| P24072-CC-01-RD-013 P24072-CC-01-RDD-001 | ROAD LAYOUT SHEET 12 TYPICAL DETAILS SHEET 1 | REV a | 2024-10-23 2024-10-23 |
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Drawing Title

GENERAL LAYOUT PLAN

CAPE NATURE TWIN TRACKS

Project Description

CAPE NATURE TWIN TRACKS

Project

SIGNATURE:

E DU PREEZ NAME:

2024-10-23 DATE:

PPROVED THE MASTER HELD AT DELTA BUILT ENVIRONMENT CONSULTANTS BEARS THE ORIGINAL SIGNATURE OF APPROVAL.

PR ENG No: 20180337



P O BOX 35703 MENLO PARK 0102

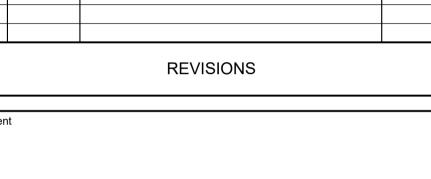
TEL: +27-12-368-1850

FAX: +27-12-348-4738

Consultant

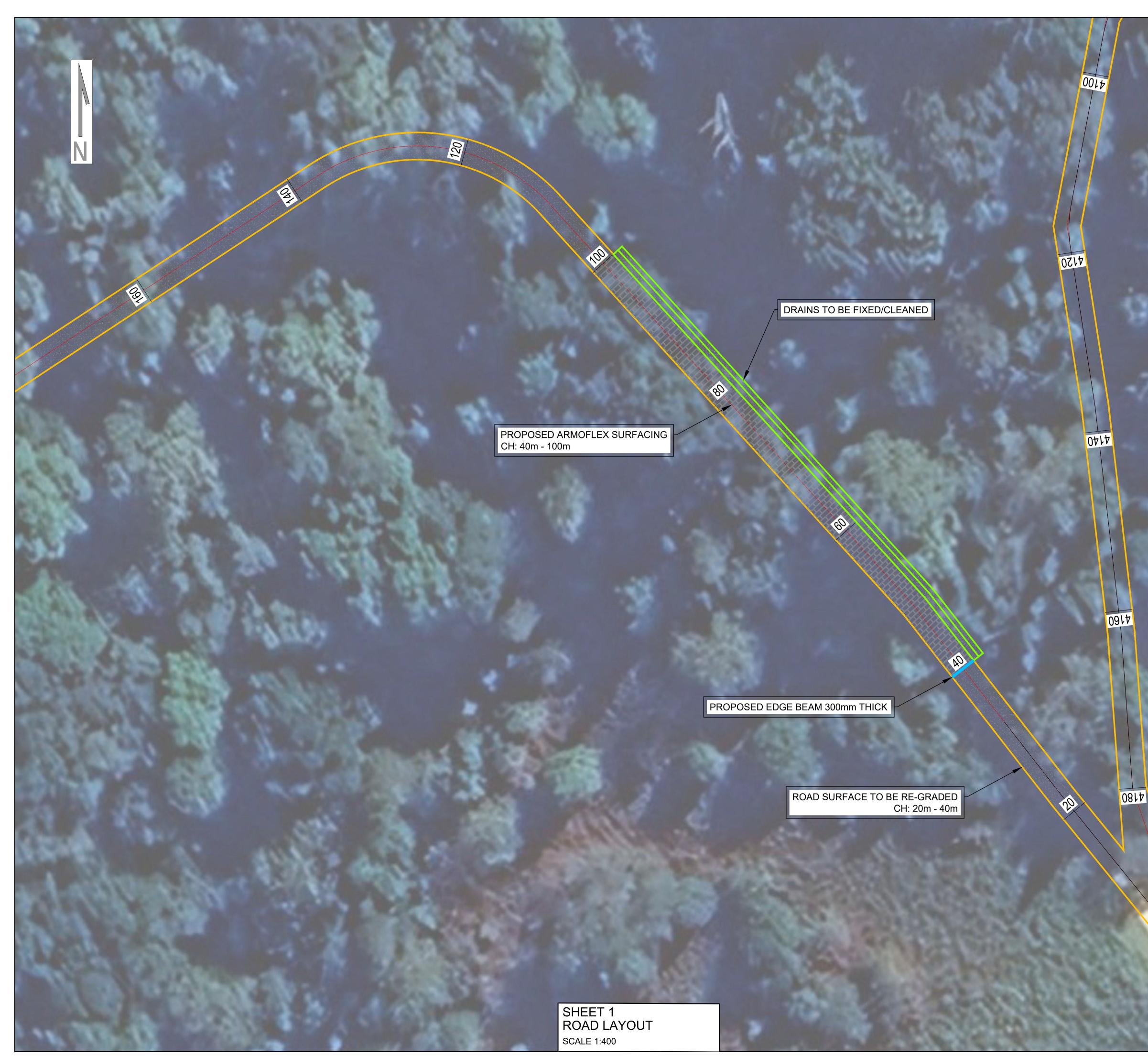


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ROAD LAYOUT SHEET 1

Drawing Title

CAPE NATURE TWIN TRACKS

Project Description

CAPE NATURE TWIN TRACKS

Project

Client

SIGNATURE:

E DU PREEZ NAME:

2024-10-23 DATE:

THE MASTER HELD AT DELTA BUILT ENVIRONMENT CONSULTANTS BEARS THE ORIGINAL SIGNATURE OF APPROVAL.

PR ENG No: 20180337

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LEGEND: - ROAD CENTRE LINE ROAD EDGE RE-GRADED SURFACE GRAVEL PROPOSED ARMOFLEX PAVING BLOCKS EDGE BEAM 300mm THICK SIDE DRAIN (STONE PITCHED V-DRAIN 700mm WIDE) DRAIN (EARTH SIDE DRAIN 1000mm WIDE)

CONCEPT

REVISIONS

CapeNature

DBEC-MRPRO-09-06

By EDP



2

SIDE DRAIN TO BE FIXED/CLEANED

PROPOSED ARMOFLEX SURFACING
 CH: 180m - 220m

981

SURFACE TO BE RE-GRADED AND RE-GRAVELLED CH: 100m - 180m

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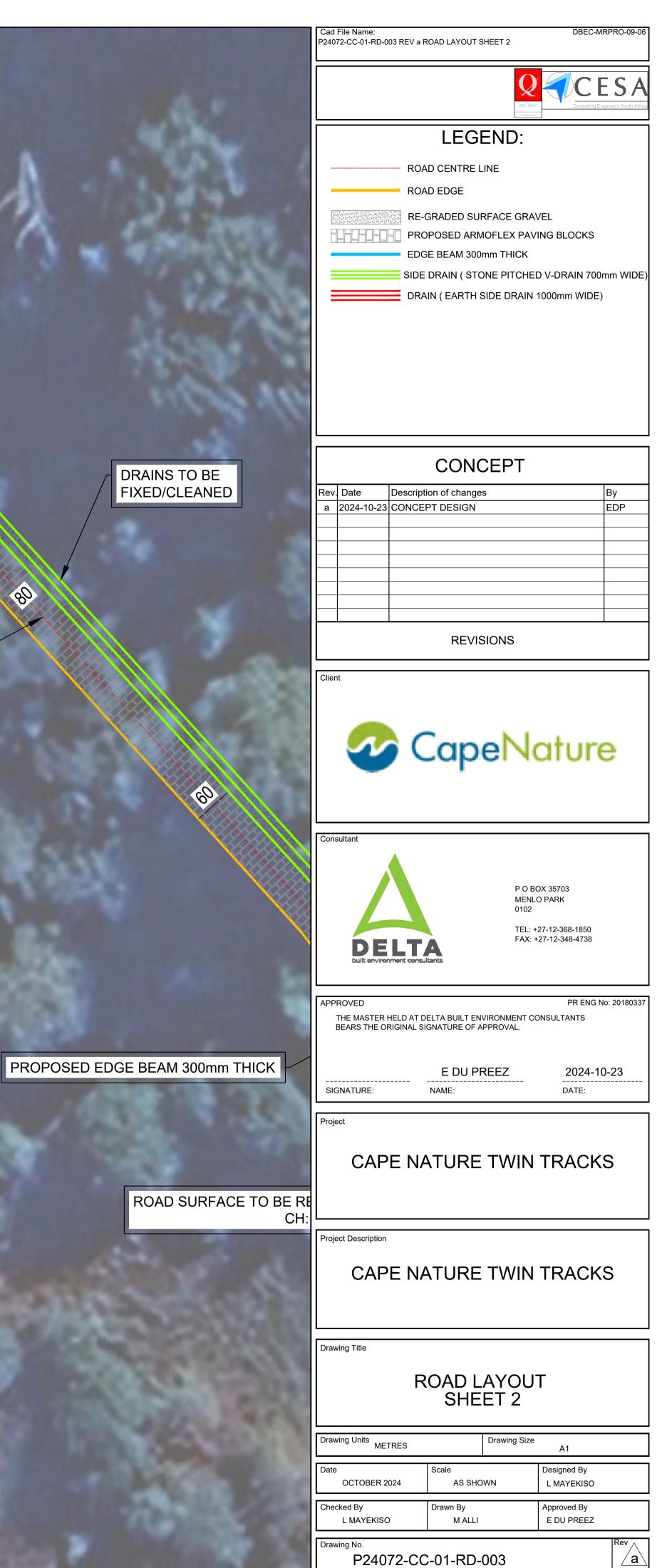
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PROPOSED ARMOFLEX SURFACING CH: 40m - 100m

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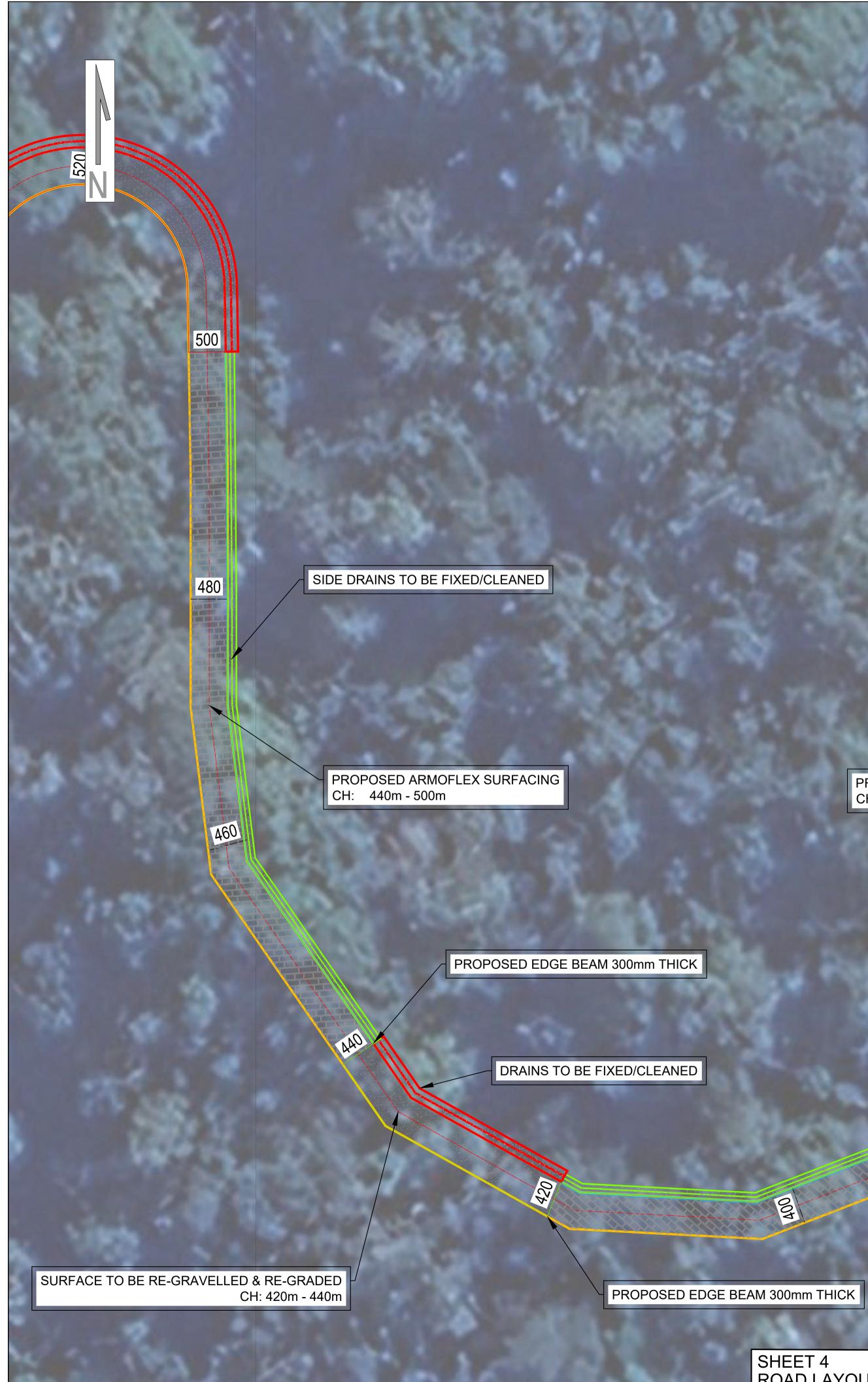
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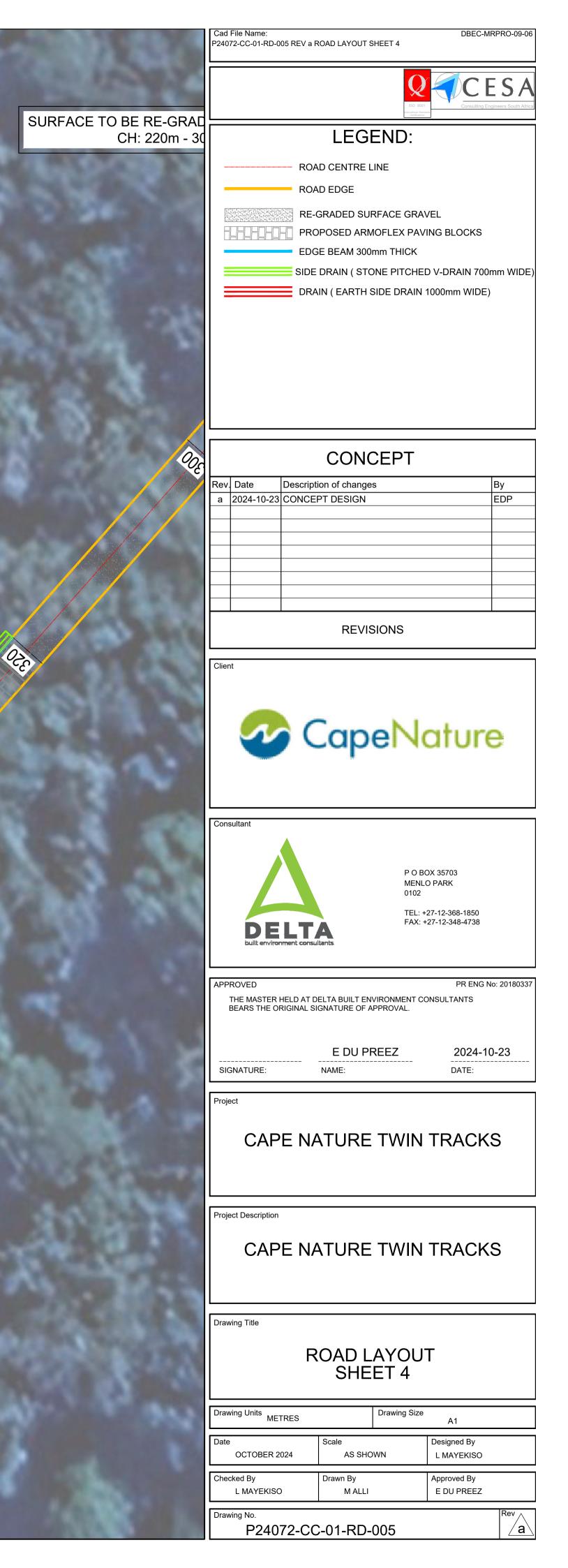
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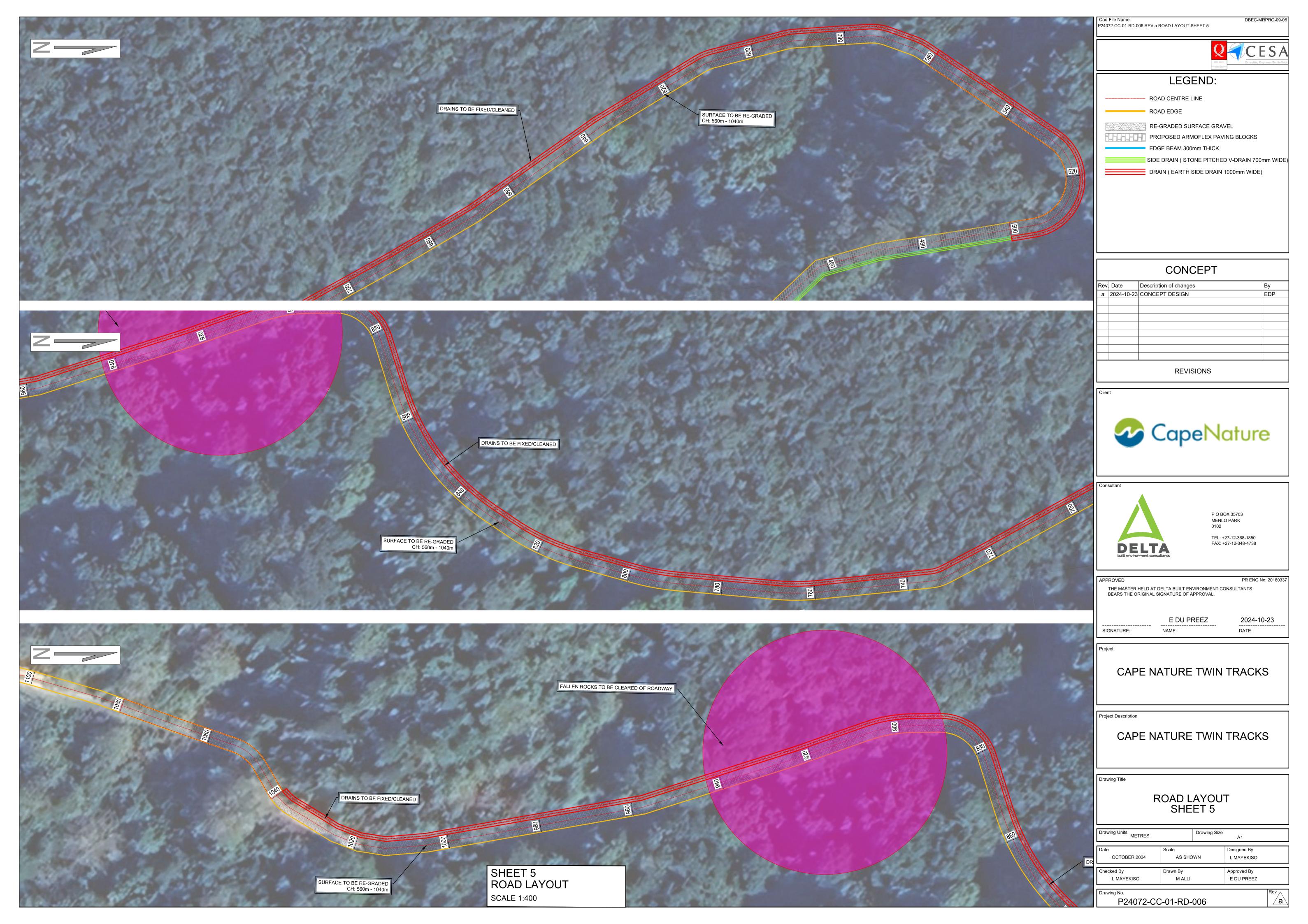
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ROAD LAYOUT SCALE 1:400



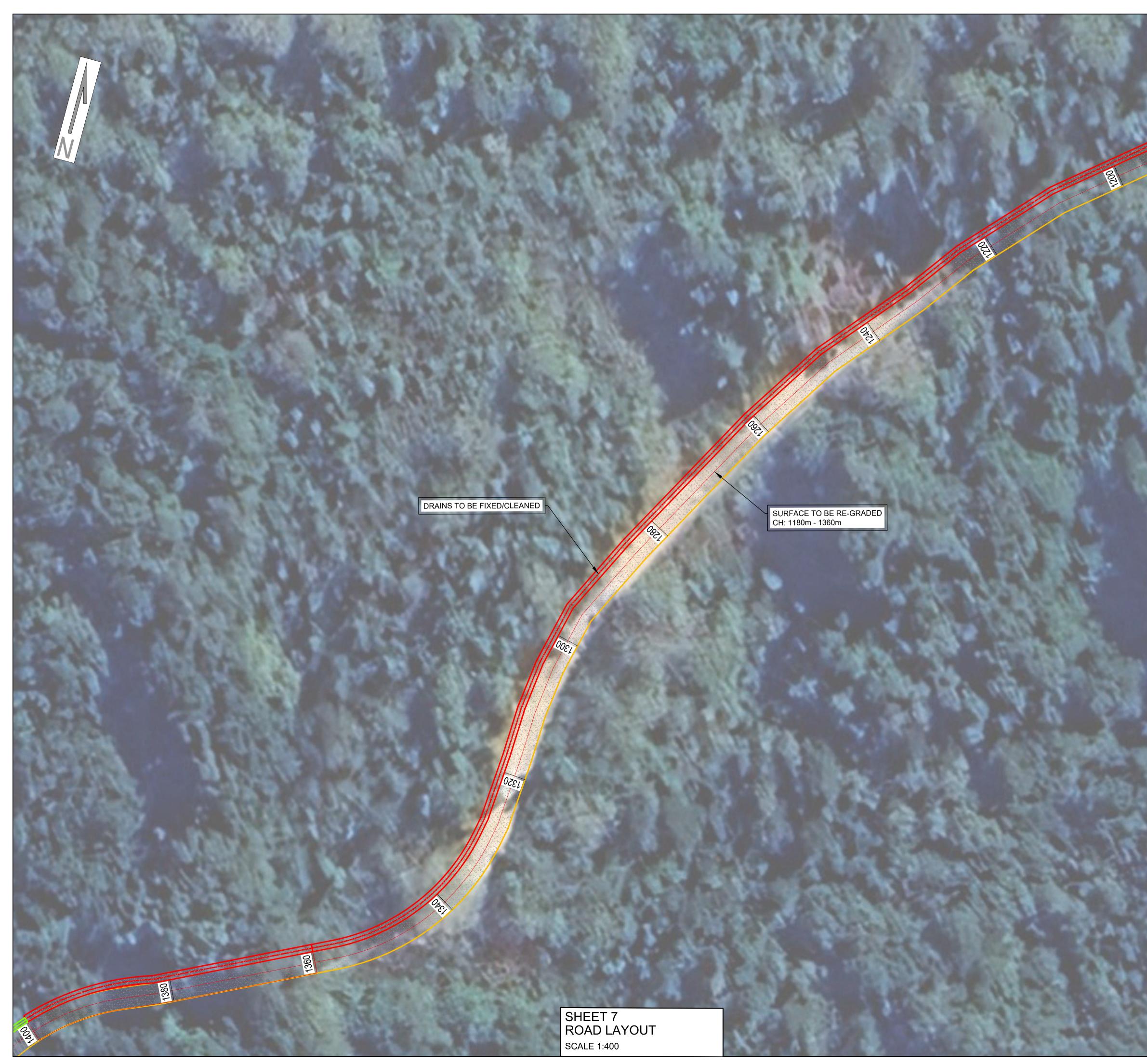




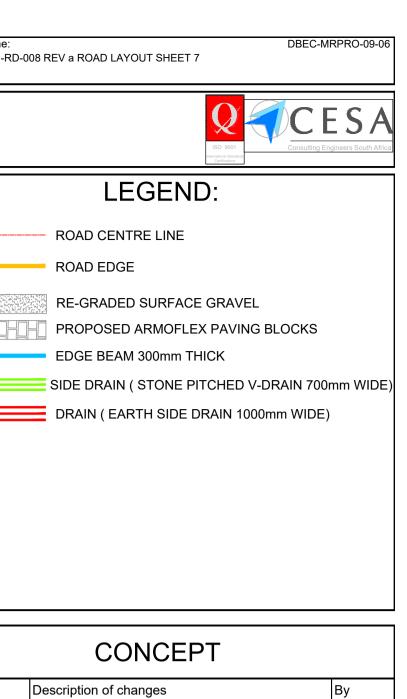
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| And the Party of t | P24072-CC | C-01-RD-008 | 3 | 2 |



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| а | 2024-10-23 | CONCEPT DESIGN | EDP | | | | |
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PR ENG No: 20180337

2024-10-23





1400

SURFACE TO BE RE-GRADED CH: 1360m - 1400m

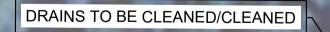
PROPOSED ARMOFLEX SURFACING CH: 1400m - 1560m

1440

SHEET 8 ROAD LAYOUT SCALE 1:400







1600





Cad File Name: P24072-CC-01-RD-010 REV a ROAD LAYOUT SHEET 9

DBEC-MRPRO-09-06





| N. P. States | Cad File Name: P24072-CC-01-RD-012 REV a ROAD LAYOUT SHEET 11 | DBEC-MRPRO-09-06 |
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| | ISO 0001 Centrations | CESA Consulting Engineers South Africa |
| Rentering | LEGEND: | |
| NET JEST LESS | ROAD CENTRE LINE | |
| apple 1 alerta | | |
| 3180 | RE-GRADED SURFACE GRAV | |
| | SIDE DRAIN (STONE PITCHEE | |
| | DRAIN (EARTH SIDE DRAIN 1 PROPOSED DRIFT CROSSING | |
| | NOTE: DRIFT CROSSINGS LOCATIONS TO BE CONFIRMED BY THE ENGINEER BEFORE CONSTRUCTION | |
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| 101312 102 102 102 102 | a 2024-10-23 CONCEPT DESIGN | EDP |
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| | REVISIONS | |
| | CapeNa CapeNa | ature |
| | MENLO 0102 TEL: +2 | DX 35703 D PARK 27-12-368-1850 27-12-348-4738 |
| | APPROVED THE MASTER HELD AT DELTA BUILT ENVIRONMENT CC BEARS THE ORIGINAL SIGNATURE OF APPROVAL. | PR ENG No: 20180337 DNSULTANTS |
| S. S. L. Marken | E DU PREEZ | 2024-10-23 |
| THE CLARK | SIGNATURE: NAME: | DATE: |
| | CAPE NATURE TWIN | TRACKS |
| States and | Project Description | |
| | CAPE NATURE TWIN | TRACKS |
| | Drawing Title ROAD LAYOU SHEET 11 | Γ |
| | Drawing Units METRES Drawing Size | A1 |
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| | | | consulting Engineers South Afric |
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| _ | | ROAD CENTRE LINE ROAD EDGE | |
| | | RE-GRADED SURFACE GRAVEL PROPOSED ARMOFLEX PAVING BLO EDGE BEAM 300mm THICK SIDE DRAIN (STONE PITCHED V-DRAI DRAIN (EARTH SIDE DRAIN 1000mm) | N 700mm WIDE |
| | | PROPOSED DRIFT CROSSING | , |
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| Cons | sultant | | |
| Cons | sultant | | |
| Cons | sultant | P O BOX 35703 MENLO PARK 0102 | |

DELTA built environment consultants

TEL: +27-12-368-1850 FAX: +27-12-348-4738

PPROVED

SIGNATURE:

Project Description

Project

PR ENG No: 20180337

DATE:

2024-10-23

THE MASTER HELD AT DELTA BUILT ENVIRONMENT CONSULTANTS BEARS THE ORIGINAL SIGNATURE OF APPROVAL.

NAME:

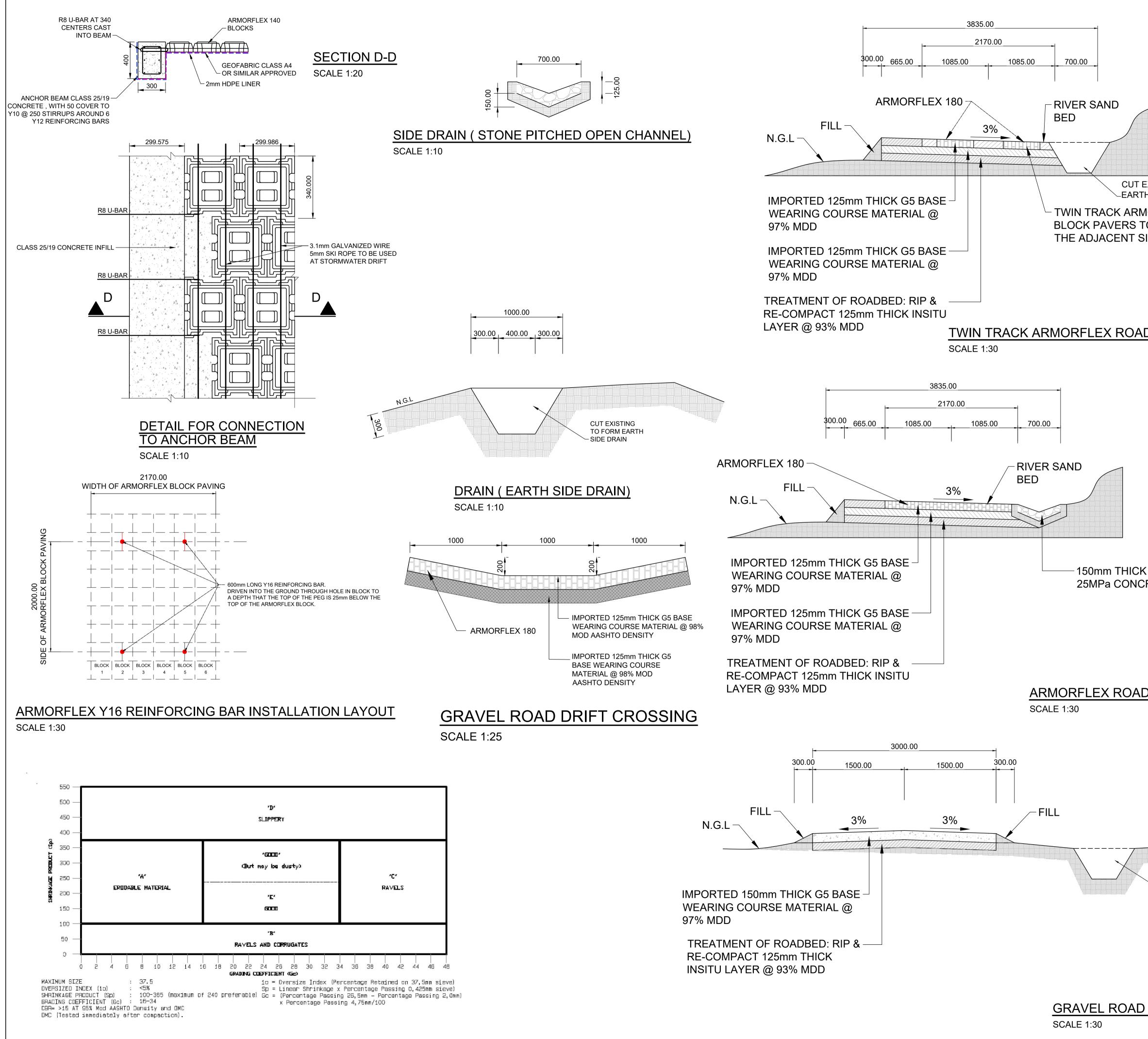
E DU PREEZ

CAPE NATURE TWIN TRACKS

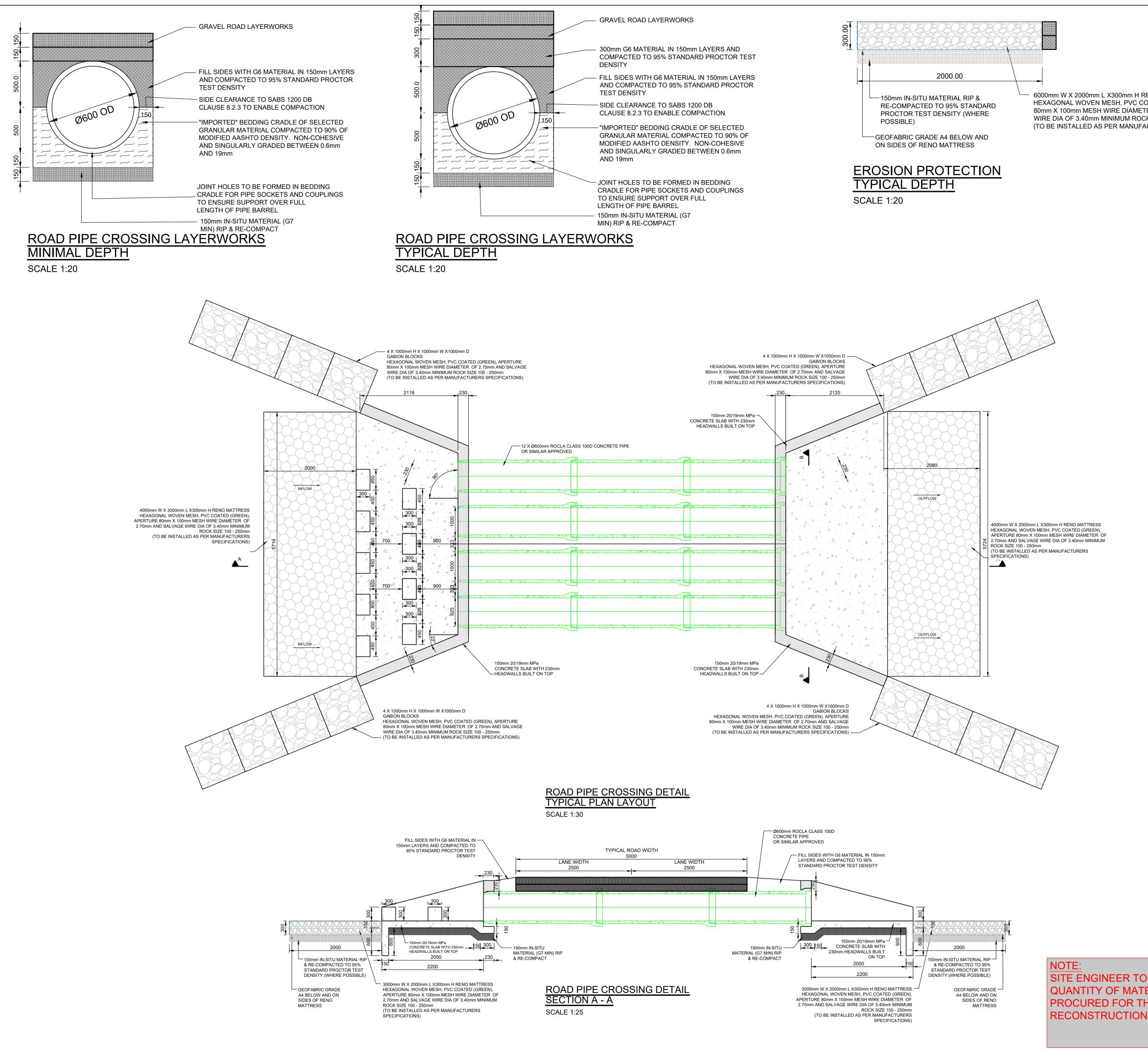
CAPE NATURE TWIN TRACKS

Drawing Title ROAD LAYOUT SHEET 12 Drawing Size Drawing Units METRES A1 Designed By Scale Date AS SHOWN OCTOBER 2024 L MAYEKISO Drawn By Approved By Checked By E DU PREEZ L MAYEKISO M ALLI

Drawing No. P24072-CC-01-RD-013



| | Cad File Name: P24072-CC-01-RDD-001 REV a TYPICAL DETAILS SHEET 1 | DBEC-MRPRO-09-06 |
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| | LEGEND: | Consulting Engineers South Africa |
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| | TYPICAL DETAIL SHEET 1 | .S |
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| | Cad File Name: P24072-CC-01-RDD-002 REV | a TYPICAL DETAILS SHEET 2 | DBEC-MRPRO-09-06 |
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| | | | Consulting Engineers South Africa |
| | | LEGEND: | |
| D MATTRESS ED (GREEN), APERTURE OF 2.70mm AND SALVAGE IZE 100 - 250mm URERS SPECIFICATIONS) | AND ADJUS SITE TO BE | OTE THAT FINAL STMENTS TO WO CONFIRMED B OR AND SITE E | ORKS ON Y |
| | | CONCEPT | |
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| | | REVISIONS | |
| | Consultant | MENL 0102 TEL:- FAX:- | BOX 35703 -O PARK +27-12-368-1850 +27-12-348-4738 PR ENG No: 20180337 ONSULTANTS |
| | | SIGNATURE OF APPROVAL. | ONSULTANTS |
| | | | |
| | SIGNATURE: | NAME: | DATE: |
| | | ATURE TWIN | TRACKS |
| | Project Description | | |
| | CAPE N | ATURE TWIN | TRACKS |
| | Drawing Title | PICAL DETA SHEET 2 | |
| M O BE | Drawing Units METRES | Drawing Size | A1 |
| ERT | Date OCTOBER 2024 | Scale AS SHOWN | Designed By L MAYEKISO |
| | Checked By L MAYEKISO | Drawn By M ALLI | Approved By E DU PREEZ |
| | Drawing No. | | Rev |
| | | C-01-RDD-002 | |