

## TENDER

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# CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL HO5-21/22-0258

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NAME OF COMPANY:

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CSD Nr:

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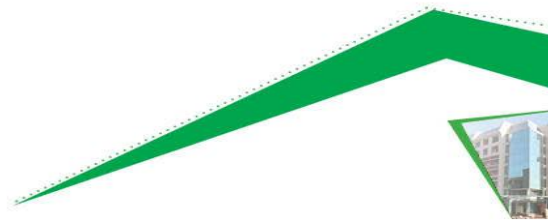
CRS Nr (CIDB):

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CLOSING DATE: 19 January 2022

TIME: 11:00 am

Department of Public Works & Infrastructure  
Independence Avenue  
Qhasana Building  
5605



### T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **1 SQ PE & 2SQ only** in the following Class of works (**SQ**) to tender for **CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL 3 month's contract**. The contract will be based on the JBCC PBA 2000 edition 4.1 of March 2005 with amendment of 6.2

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

There will be no briefing session for this bid.

Bidders are here invited to submit quotations for the above indicated project. Quotation documents are downloadable for free of charge from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) as from **09 December 2021**

The closing time for receipt of tenders by the ECDPW is **11:00 am on 19 January 2022** where tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **"HO5 – 21/22 – 0258": CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL.** must be deposited in the bid box:

Physical Address of Bid Box: Department of Public Works and Infrastructure,  
**Department of Public Works**  
**Independence Avenue**  
**Qhasana Building**  
**5605**

Queries relating to the issue of these documents may be addressed in writing to Mr. Zamuxolo Billie- email: [Zamuxolo.Billie@ecdpw.gov.za](mailto:Zamuxolo.Billie@ecdpw.gov.za). **Technical enquiries:** may be addressed in writing to Mr. Mputa email: [sithembile.mputa@ecdpw.gov.za](mailto:sithembile.mputa@ecdpw.gov.za)

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location, as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

#### A. BID EVALUATION:

**This bid will be evaluated in Three (3) phases as follows:**

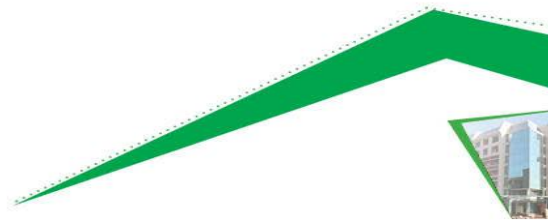
**Phase One:** In terms of the stipulated minimum threshold for local Production and Content (Steel components and products 100%). Tenderers that do not meet the criteria stipulated above and in the tender document will be disqualified from further evaluation.

**Phase Two:** Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

**Phase Three:** Bidders passing all stages above will thereafter be evaluated on PPPFA

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Maximum points for B-BBEE	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>



## **B. BID SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.

Only locally produced goods or services with a stipulated minimum threshold for local production and content of 100 % (Designated sector: Steel Components and Products) will be considered.

Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input; and a copy of the authorization letter from DTI must be submitted together with the bid/quotation document at the closing date and time.

**SBD4 must be completed and signed. In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2.11.1**

The Department of Public Works SCM policy applies.

Tender validity period is **60 days**.

## **C. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked “**HO5 – 21/22 – 0258: CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL.**” Must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, DEPARTMENT OF PUBLIC WORKS INDEPENDENCE AVENUE, QHASANA BUILDING, 5605**

## **D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

- **SCM RELATED ENQUIRIES**

Mr. Zamuxolo Billie

Tel No: **040 602 4563**

Email Address: [zamuxolo.billie@ecdpcw.gov.za](mailto:zamuxolo.billie@ecdpcw.gov.za).

- **TECHNICAL ENQUIRIES**

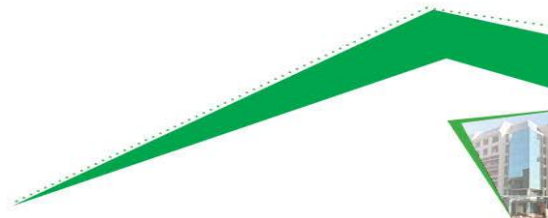
Mr S. Mputa

Tel No: 047 50 5 2770/071 685 7057

Email Address: [sithembile.mputa@ecdpcw.gov.za](mailto:sithembile.mputa@ecdpcw.gov.za)

## **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

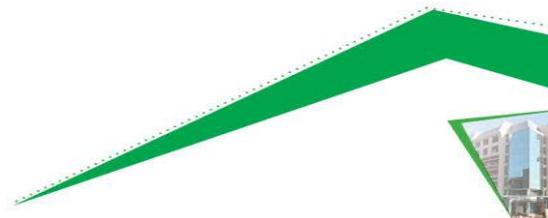
Call: 0800 701 701



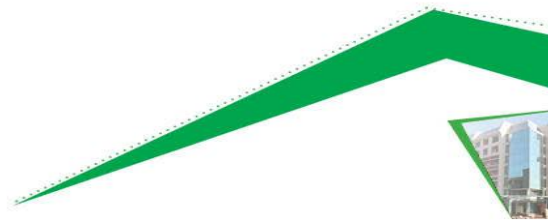
## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

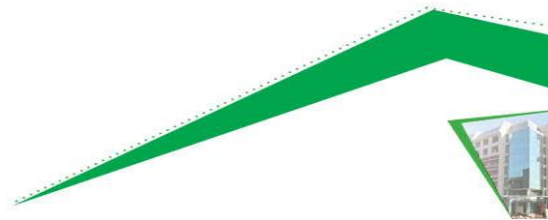
Clause number	Tender Data
3.1	The Employer is Public Works
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Mr. S. Mputa</p> <p><b>Department of Public Works &amp; Infrastructure</b></p> <p><b>Independence Avenue</b></p> <p><b>Qhasana Building</b></p> <p><b>5605</b></p> <p><a href="tel:0475052770">Tel:047 505 277 0/ 071 685 7057</a></p> <p>E-mail: <a href="mailto:sithembile.mputa@ecdpw.gov.za">sithembile.mputa@ecdpw.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three (3) stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>



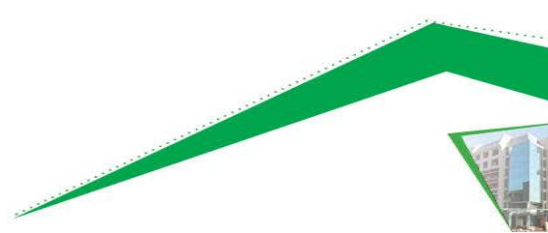
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>1 SQ PE to 2 SQ class</b> of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation CIDB <b>1 SQ PE to 2 SQ</b> in terms of a) above and who satisfy the following criteria:</p> <p>Potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</p> <p><b>JV NOT APPLICABLE</b></p>
4.2	<p>The employer will compensate the tender as follows <b>as per the conditions of the JBCC PBA Edition 4.1 of March 2005 with amendment of 6.2</b></p> <p>The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p><b>Tender documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b></p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the tender data.</b></i></p>
4.10	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.11	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>



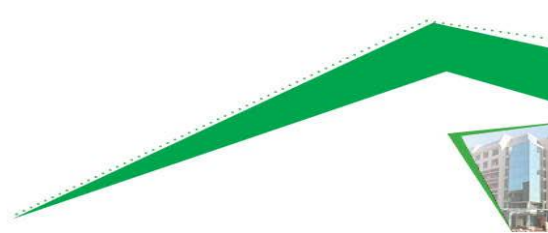
4.12	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5 and b) The parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5  4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of tender box: DEPARTMENT OF PUBLIC WORKS &amp; INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.</b> <b>Physical address:</b> Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 <b>Identification details: HO5 – 21/22 – 0258: CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL IN O.R. TAMBO REGION. CLOSING DATE AND TIME: 19 January 2022 at 11:00 am.</b>
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.5	A two-envelope procedure will not be required.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.16.1	The tender offer validity period is <b>60 days</b> . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.16.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the



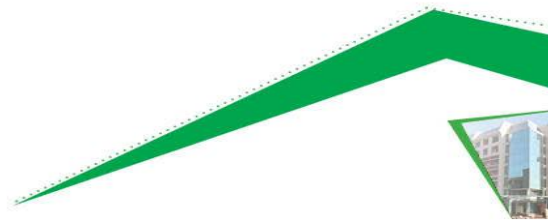
	execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>cldb</b> Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.																
4.19	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>																
4.20	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy																
<b>5</b>	<b>Employer's undertakings</b>																
5.1	The Employer will respond to requests for clarification received up to <b>Five (5)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.																
5.2	The employer shall issue addenda until <b>Five (5)</b> working days before tender closing time.																
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .																
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																
5.6	<b>Arithmetical errors, omission and discrepancies</b> Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.																
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <b>Table F.1: Formulae for calculating the value of A</b> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td><td><math>A = P_m / P</math></td></tr><tr><td>a</td><td colspan="3"><math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		
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2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
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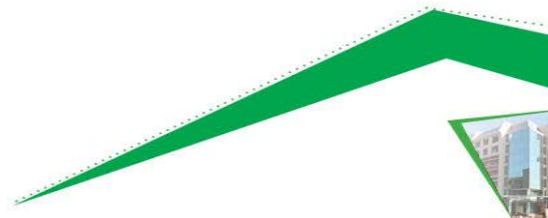
5.11.4	<p>The procedure for the evaluation of responsive tenders is <b>Method 3: Local content, Responsiveness, Price and Preference</b>:</p> <p>Phase 1: Local Content and Production (Designated sectors- Steel Components and Products 100%)</p> <p>Phase 2: Administrative requirements and Mandatory requirements</p> <p>Phase 3: Price and preference (80/20 system)</p> <p><b>1. PHASE ONE: EVALUATION ON LOCAL PRODUCTION AND CONTENT</b></p> <ol style="list-style-type: none"> <li>1. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered.</li> <li>2. The relevant designated sector: Steel Products and Components. The minimum threshold for local production and content: 100%.</li> <li>3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.</li> <li>4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.</li> <li>5. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.</li> <li>6. Bidders must complete SBD6.2 with annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid.</li> <li>7. The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s).</li> <li>8. For further information, bidders may contact the units dealing with Metal Fabrication, Capital and Rail Transport Equipment within DTI at 012 394 5157. Email: <a href="mailto:TSamanga@thedti.gov.za">TSamanga@thedti.gov.za</a></li> </ol> <p><b>2. PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</b></p> <p><b>A.</b> Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> <li>1. Bid Document (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>4. Bidders must be a legal entity or partnership or joint venture or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> <li>6. The following Declarations must be completed and signed: (SBD 8 and SBD 9).</li> <li>7. <b>The following Declaration must be completed and signed (SBD4). In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2.11.1</b></li> <li>8. Compulsory Enterprise Questionnaire (Completed and signed)</li> <li>9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 7 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).</li> <li>10. Complete &amp; sign the Resolution to Sign (if applicable)</li> <li>11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. Bidders are also not allowed</li> </ol>
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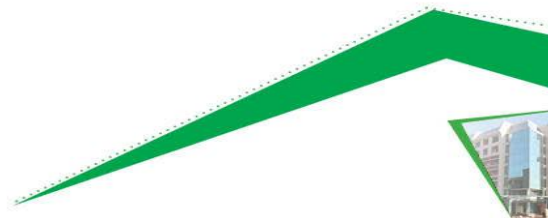
	<p>to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.</p> <p>12. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</p> <p>13. If the Bid Sum (amount in words) as per the Form of Offer differs from the Bill of Quantities (BOQ), it will automatically invalidate the offer submitted.</p> <p>14. Only Grade 1 <b>SQ PE</b> and 2 <b>SQ contractors</b> can submit bids.</p> <p><b>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. DPW Policy applies.</li> <li>2. Returnable Schedule: SBD1-Invitation to bid must be completed and signed</li> <li>3. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>5. Declaration of Employees of the State or other State Institutions.</li> <li>6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>8. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li> <li>9. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.</li> <li>10. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.</li> <li>11. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.</li> <li>12. The Department will contract with the successful bidder by signing a formal contract.</li> <li>13. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.</li> <li>14. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> <li>15. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC PBA 2000, edition 4.1 of 2005 with amendment of 6.2 original copy.)</li> <li>16. A valid original or certified copy of B-BBEE Certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE.</li> <li>17. <b>Bidders are hereby informed that the department has or issuing the number of tenderers targeting the same ICDP contractors. The department reserve the right not to award more than one bid in the case where one bidder has scored the highest points in other projects.</b></li> </ol>
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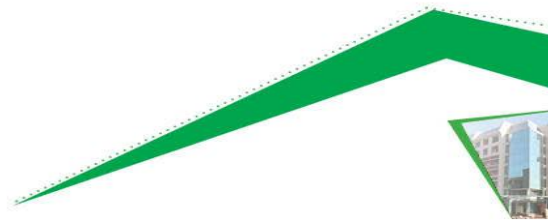
	<p><b>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</b></p> <p>The <b>80/20 preference point system</b> shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000</i> (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2017</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td><b>POINTS ON PRICE</b></td><td><b>80</b></td></tr> <tr> <td><b>B-BBEE</b></td><td><b>20</b></td></tr> <tr> <td><b>TOTAL</b></td><td><b>100</b></td></tr> </tbody> </table> <p><b>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</b></p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</li> </ol>	Criteria	Points	<b>POINTS ON PRICE</b>	<b>80</b>	<b>B-BBEE</b>	<b>20</b>	<b>TOTAL</b>	<b>100</b>
Criteria	Points								
<b>POINTS ON PRICE</b>	<b>80</b>								
<b>B-BBEE</b>	<b>20</b>								
<b>TOTAL</b>	<b>100</b>								
5.11.5	The procedure for the evaluation of responsive tenders is <b>Method 3</b> (local content, responsiveness, price and preference)								
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>								
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>								
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>								
5.13	<p><b>Tender offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</li> <li>c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy.</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>f) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest</li> </ol>								



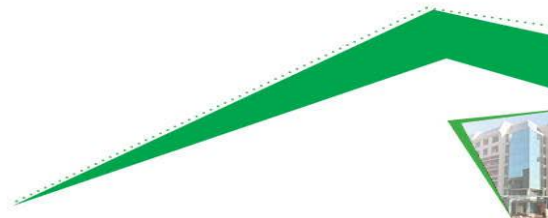
	<p>which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</p> <p>j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>m) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content (<b>SBD 6.2 form</b>) together with <b>Annexure C</b> (Local Content Declaration: Summary Schedule) and submitted the documents at the closing date and time of the bid.</p> <p>n) The SABS approved technical specification number SATS 12886:2011 and the Guidance on the Calculation of the local Content together with the Local Content Declaration Template (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Annex C) are accessible to all potential bidders on the DTI's official website. <a href="http://www.thedti.gov.za/industrialdevelopment/ip.jsp">http://www.thedti.gov.za/industrialdevelopment/ip.jsp</a> at no cost.</p> <p>o) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>p) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>q) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>r) The bid will also be evaluated on designated sectors. Only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The bidder must correctly complete and sign SBD 6.2 and Annexure C to declare the Local Production and Content. Details of designated sectors are detailed in the bid documents.</p> <p>s) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>t) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p> <p>u) Contractor has committed to allocate and support SMMEs (EME /QSEs which are at least 100% owed by Black people) living in O.R Tambo region/ KSD Municipality. The work</p>
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	<p>packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.</p>
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is 1.</p>
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> </ul>
T.2.1	<p><b>A. List of returnable documents</b></p>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>Record of Addenda to Tender Documents</li> <li>Proposed amendments and qualifications</li> <li>SBD 1, 4, 8, 9, 6.1, 6.2, Annexure C.</li> <li>Form of Offer and Acceptance</li> <li>Final Summary of Bills of Quantities or a complete Pricing Schedule</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>And original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see <a href="http://www.sanas.co.za/directory/bbee_default.php">www.sanas.co.za/directory/bbee_default.php</a>) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths and attested by a Commissioner of Oaths Sworn Affidavit form. For an entity tendering as a joint venture, a valid consolidated B-B-BBEE Certificate meeting same requirements must be submitted with the bid. Failure to do so zero points will be allocated for B-BBEE status level.</li> <li>A CSD Report for a contractor with valid and correct information.</li> <li>A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b></p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>A duly completed Annexure C and SBD 6.2</li> <li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p>



6	<p><b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b> The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b> The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ul> <p><b>In the service of the state</b> means to be -</p> <ul style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>a any municipal council;</li> <li>b any provincial legislature; or</li> <li>c the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>d) a member of the board of directors of any municipal entity;</li> <li>e) an official of any Department or municipal entity;</li> <li>f) an employee of any national or provincial department;</li> <li>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>h) a member of the accounting authority of any national or provincial public entity; or</li> <li>i) and employee of Parliament or a provincial legislature.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b> Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ul style="list-style-type: none"> <li>a) the name of that person;</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) The amount of the award.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b> The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b> Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality:</b> N/A</p>
13	<p><b>Cancellation and re-invitation of tenders</b></p>



	<p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) No acceptable tenders are received.</li> <li>(d) Tender validity period has expired.</li> <li>(e) Gross irregularities in the tender processes and/or tender documents.</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	Dispute resolution mechanism will be done through the <b>Adjudication</b> route.
15	<p>The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable **Schedules required for quotation evaluation purposes**

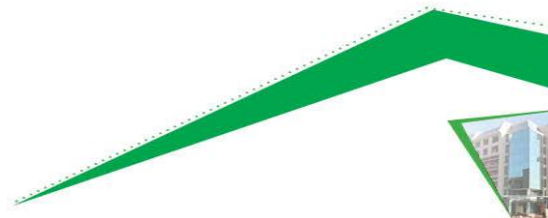
- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)

### 2 Other **documents required for quotation evaluation purposes**

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

### 3 Returnable **Schedules that will be incorporated into the contract**

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1, 6.2, 8, 9 and Annexure C (Local Production and Content)
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- Sub contract agreement (where applicable) or intent to sub contract as per requirements.

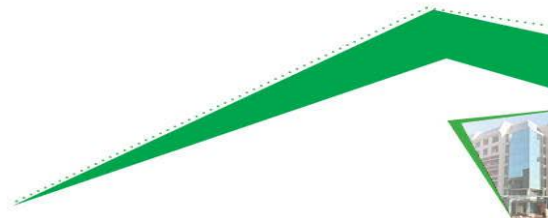


**PART A**

**INVITATION TO BID**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>HO5 – 21/22 – 0258</b>		CLOSING DATE:	<b>19 January 2022</b>	CLOSING TIME: <b>11:00</b>
DESCRIPTION:	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, , INDEPENDENCE AVENUE,GROUND FLOOR,QHASANA BUILDING,BHISHO,5605</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mr. Zamuxolo Billie</b>		CONTACT PERSON	<b>Mr S. Mputa</b>	
TELEPHONE NUMBER	<b>040 602 4563</b>		TELEPHONE NUMBER	<b>047 505 277 0</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<a href="mailto:Zamuxolo.Billie@ecdpw.gov.za">Zamuxolo.Billie@ecdpw.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:sithembile.mputa@ecdpw.gov.za">sithembile.mputa@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## Compulsory Enterprise Questionnaire

### A Compulsory Enterprise questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number ..... Tax  
reference number .....

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.**

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

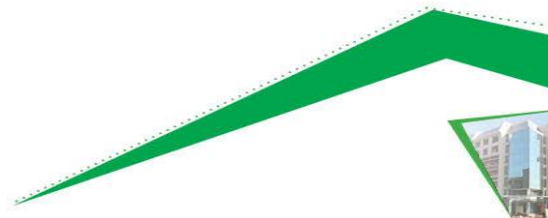
2.7 Are you or any person connected with the bidder  
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :



.....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / N/A**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / N/A**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

**2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?** **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

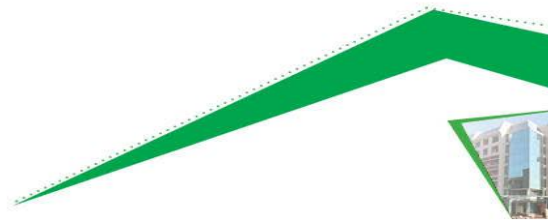
**2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?** **YES / NO**

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

**2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?** **YES/NO**

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

**2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies Whether or not they are bidding for this contract?** **YES/NO**



2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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 MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 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).

1.2

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) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

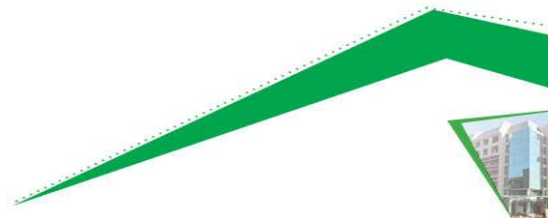
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser 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 purchaser.

#### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"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;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;



- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

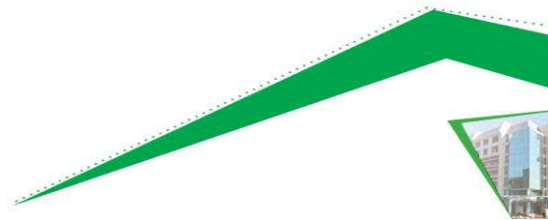
$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

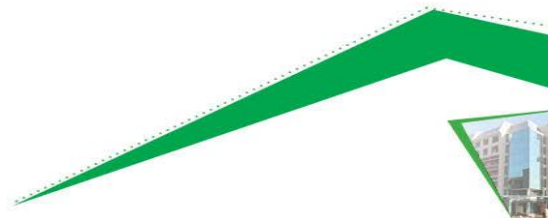
7.1.1 If yes, indicate:

- 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

(Tick applicable box)

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

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:



Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

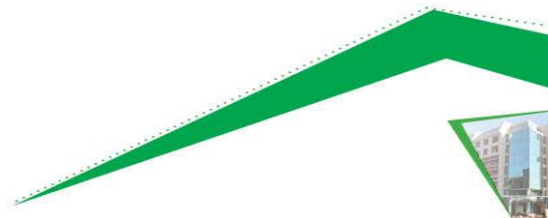
8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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-BBE status level of contributor indicated in paragraphs



1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) 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;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

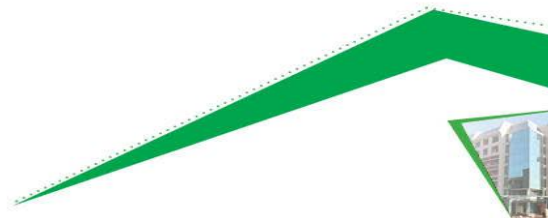
x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



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

<b>No.</b>	<b>Description of services, works or goods</b>	<b>Unit (e.g. m2, m3, ton, etc.)</b>	<b>Quantity</b>	<b>Stipulated minimum threshold</b>
1	Panels: Welded mesh panels, with rectangular apertures, made from ZincAlu super wire and hot dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; Horizontal wire diameter: 4.00mm; Vertical wire diameter: 3.00mm, Weld strength: 60% of the minimum tensile strength of the wire; Tensile Strength Range of wire: 540-690N/m2; Height of panels: 2400mm; Width of panels: 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip zinc coated steel sheet (sendimir) Length of post: 3m; Post of post: 76mm x 76mm x 2mm. Holes in side flanges for lateral fixation for the panels with mini securifor brackets and plastic caps. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized. 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Galvanized. Posts to be planted in: 300mm x 300mm x 600mm concrete base - 20Mpa/19mm.	m	259	100%
2	Sliding vehicular gate size 3.0 m x 2.4 m high to match clear view fence specification	No	1	100%
3	Pull and push pedestrian gate size 0.9 m x 2.4 m high to match clear view fence specification	No	1	100%

**3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)**

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.: HO5 – 21/22 – 0258**

**ISSUED BY:** (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**NB**

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

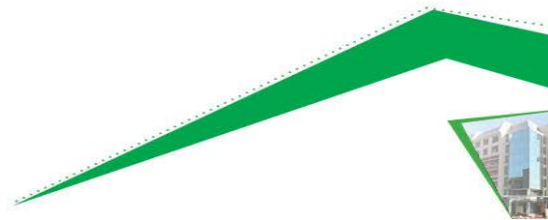
I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

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

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

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

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



- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

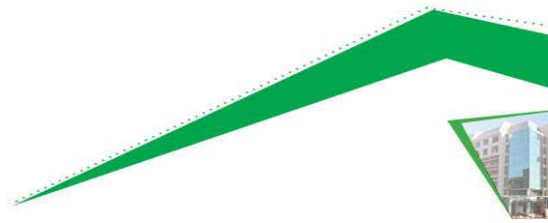
**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

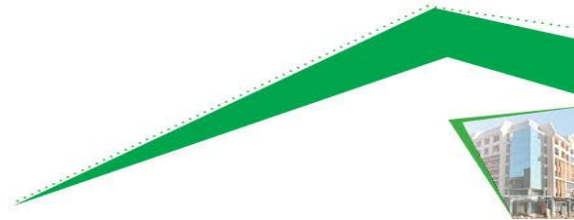
**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# ANNEXURE C



**Annex C**

**Local Content Declaration - Summary Schedule**

(C1) **Tender No.** HO5 - 21/22 - 0258  
(C2) **Tender description:** Construction of Clear View Fencing for Lusikisiki Christian School  
(C3) **Designated product(s)**  
(C4) **Tender Authority:**  
(C5) **Tendering Entity name:**  
(C6) **Tender Exchange Rate:** Pula  EU  GBP   
(C7) **Specified local content %**

**Note:** VAT to be excluded from all calculations

**Calculation of local content**

**Tender summary**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Panels: Welded mesh panels, with rectangular apertures, made from ZincAlu super wire and hot dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; Horizontal wire diameter: 4.00mm; Vertical wire diameter: 3.00mm, Weld strength: 60% of the minimum tensile strength of the wire; Tensile Strength Range of wire: 540-690N/m2; Height of panels: 2400mm; Width of panels: 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip zinc coated steel sheet (sendimir) Length of post: 3000mm; Post of post: 76mm x 76mm x 2mm. Holes in side flanges for lateral fixation for the panels with mini securifor brackets and plastic caps. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized. 100mm high							260			
2	Sliding vehicular gate size 3000mm x 2400mm high to match hi-tech security fence specification							1			
3	Pull and push pedestrian gate size 900mm x 2400mm high to match hi-tech fence specification							1			

**Signature of tenderer from Annex B**

(C20) Total tender value

(C21) Total Exempt imported content

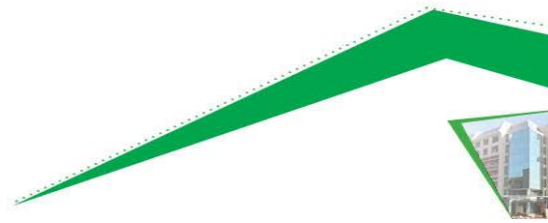
(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

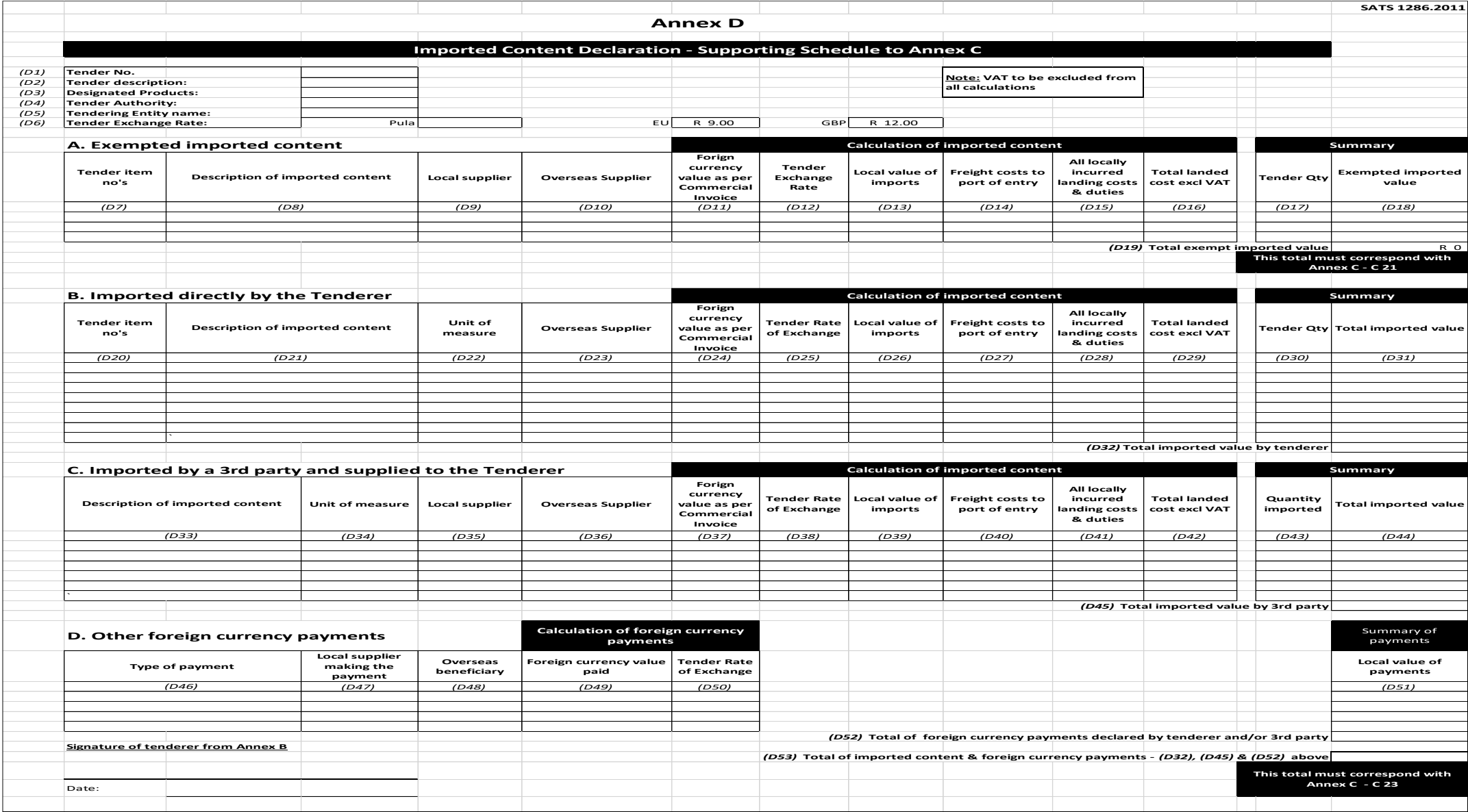
(C24) Total local content

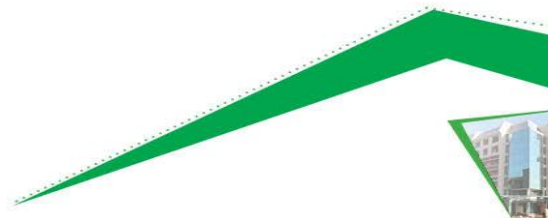
(C25) Average local content % of tender

#VALUE!

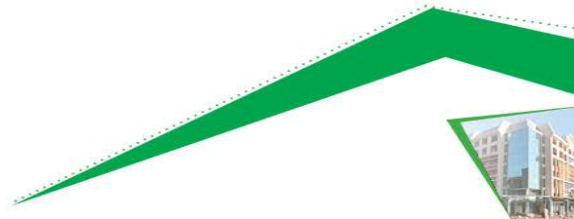


# ANNEXURE D





# ANNEXURE E



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1) HO5 - 21/22 - 0258

(E2) Tender description: Construction of Clear View Fencing for Lusikisiki Christian School

**Note:** VAT to be excluded from all calculations

(E3) Designated products:

(E4) Tender Authority:

(E5) Tendering Entity name:

#### Local Products (Goods, Services and Works)

#### Description of items purchased

#### Local suppliers

#### Value

(E6)

(E7)

(E8)

Panels: Welded mesh panels, with rectangular apertures, made from ZincAlu super wire and hot dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; Horizontal wire diameter: 4.00mm; Vertical wire diameter: 3.00mm, Weld strength: 60% of the minimum tensile strength of the wire; Tensile Strength Range of wire: 540-690N/m<sup>2</sup>; Height of panels: 2400mm; Width of panels: 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip zinc coated steel sheet (sendimir) Length of post: 3000mm; Post of post: 76mm x 76mm x 2mm. Holes in side flanges for lateral fixation for the panels with mini securifor brackets and plastic caps. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized. 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Galvanized. Posts to be planted in: 300mm x 300mm x 600mm concrete base - 20Mpa/19mm.

Sliding vehicular gate size 3000mm x 2400mm high to match hi-tech security fence specification

Pull and push pedestrian gate size 900mm x 2400mm high to match hi-tech fence specification

#### (E9) Total local products (Goods, Services and Works)

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

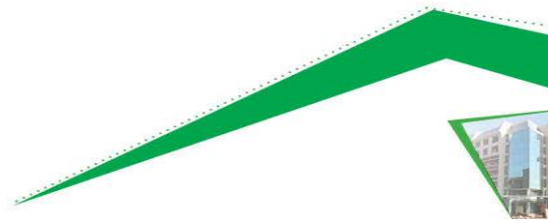
(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

#### (E13) Total local content

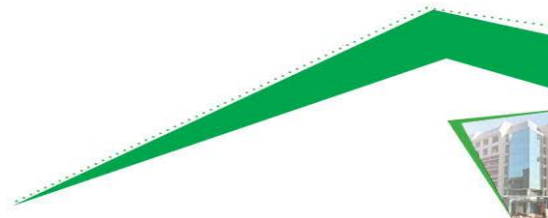
This total must correspond with Annex C -

Signature of tenderer from Annex B

Date:



# EXEMPTION LETTER



### **PROCESS WHEN REQUESTING EXEMPTION LETTERS**

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the DTI will decide whether to grant an exemption or not.

**In the official request (signed letter), the following information should be included:**

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

**NB - Exemption letters are tender specific and applications are not transferrable.**

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

**Chief Director:** Industrial Procurement

**Tel:** 012 394 3927

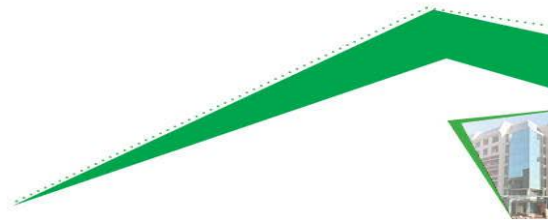
**E-mail:** [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za).

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo**

**Tel:** 012 394 1390

**E-mail:** [khumaloP@thedti.gov.za](mailto:khumaloP@thedti.gov.za)



**EXAMPLE**  
**ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION**

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 4. General Conditions

- 4.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 4.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 4.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 4.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 4.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 4.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1		tonnes	261.95	100%
2		tonnes	240	100%
3		No.	261.95	85%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	R14 / \$1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
Other	

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

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



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

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

**IN RESPECT OF BID NO. SCMU5-18/19-0888.....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

**DEPARTMENT OF PUBLIC WORKS.....**

**NB**

3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR**.....of **PHONDO CONSTRUCTIVE**.....(name of bidder entity), the following:

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:

(ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

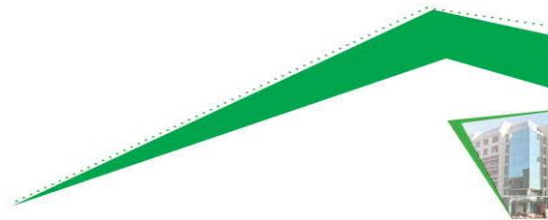
(h) The local content percentage (%) shown below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100%+85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%

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

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

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



- (j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA) 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

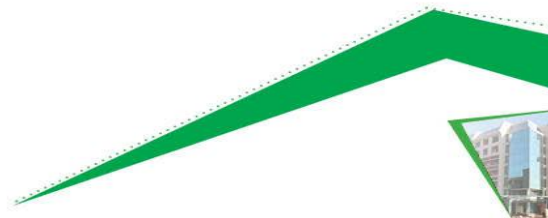
**DATE:** 23 Oct 2018 \_\_\_\_\_

**WITNESSES:** \_\_\_\_\_

**DATE:** 23 Oct 2018 \_\_\_\_\_

**Witness No. 2** \_\_\_\_\_

**DATE:** 23 Oct 2018 \_\_\_\_\_



SATS 1286.2011																																																																																																																																																											
<b>Annex C</b>																																																																																																																																																											
<b>Local Content Declaration - Summary Schedule</b>																																																																																																																																																											
(C1)	Tender No.		SCMU5-18/19-0888					<div style="border: 1px solid black; padding: 5px;"> Note: VAT to be excluded from all calculations </div>																																																																																																																																																			
(C2)	Tender description:		Construction of BHISHO JSS School																																																																																																																																																								
(C3)	Designated product(s)		Steel Products and Structures and Furniture																																																																																																																																																								
(C4)	Tender Authority:		Department of Public Works (EC)																																																																																																																																																								
(C5)	Tendering Entity name:		IPHONDO CONSTRUCTION (PTY) LTD																																																																																																																																																								
(C6)	Tender Exchange Rate:		Pula <input type="text"/> GBP <input type="text"/>																																																																																																																																																								
(C7)	Specified local content %		100% and 85%																																																																																																																																																								
<div style="display: flex; justify-content: space-between;"> <div>Calculation of local content</div> <div>Tender summary</div> </div> <table border="1" style="width: 100%;"> <thead> <tr> <th>Tender item no's</th> <th>List of items</th> <th>Tender price (excl. VAT)</th> <th>Exempted imported value</th> <th>Tender value net of exempted imported content</th> <th>Imported value</th> <th>Local value</th> <th>Local content % (per item)</th> <th>Unit of measurement</th> <th>Tender Qty</th> <th>Total tender value</th> <th>Total exempted imported content</th> <th>Total Imported content</th> </tr> <tr> <th>(C8)</th> <th>(C9)</th> <th>(C10)</th> <th>(C11)</th> <th>(C12)</th> <th>(C13)</th> <th>(C14)</th> <th>(C15)</th> <th></th> <th>(C16)</th> <th>(C17)</th> <th>(C18)</th> <th>(C19)</th> </tr> </thead> <tbody> <tr> <td>53, 34, 50</td> <td>Mild steel reinforcement to structural concrete work: 12 mm diameter bars</td> <td>R 35.00</td> <td>R 0.00</td> <td>R 35.00</td> <td>R 0.00</td> <td>R 35.00</td> <td>100%</td> <td>tonnes</td> <td>261.95</td> <td>R 9 168</td> <td>R 0</td> <td>R 0</td> </tr> <tr> <td>54, 35</td> <td>Mild steel reinforcement to structural concrete work: 10 mm diameter bars</td> <td>R 23.00</td> <td>R 0.00</td> <td>R 23.00</td> <td>R 0.00</td> <td>R 23.00</td> <td>100%</td> <td>tonnes</td> <td>240.00</td> <td>R 5 520</td> <td>R 0</td> <td>R 0</td> </tr> <tr> <td>25</td> <td>Furniture High back Chair</td> <td>R 1 600.00</td> <td>R 0.00</td> <td>R 1 600.00</td> <td>R 240.00</td> <td>R 1 360.00</td> <td>85%</td> <td>No.</td> <td>261.95</td> <td>R 356 252</td> <td>R 0</td> <td>R 62 868</td> </tr> <tr> <td colspan="10" style="text-align: right;">(C20) Total tender value</td> <td>R 370 940</td> <td></td> <td></td> </tr> <tr> <td colspan="10" style="text-align: right;">(C21) Total Exempt imported content</td> <td>R 0</td> <td></td> <td></td> </tr> <tr> <td colspan="10" style="text-align: right;">(C22) Total Tender value net of exempt imported content</td> <td>R 370 940</td> <td></td> <td></td> </tr> <tr> <td colspan="10" style="text-align: right;">(C23) Total Imported content</td> <td></td> <td>R 62 868</td> <td></td> </tr> <tr> <td colspan="10" style="text-align: right;">(C24) Total local content</td> <td></td> <td>R 308 072</td> <td></td> </tr> <tr> <td colspan="10" style="text-align: right;">(C25) Average local content % of tender</td> <td></td> <td>83.05%</td> <td></td> </tr> </tbody> </table>													Tender item no's	List of items	Tender price (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)	53, 34, 50	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.95	R 9 168	R 0	R 0	54, 35	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5 520	R 0	R 0	25	Furniture High back Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.95	R 356 252	R 0	R 62 868	(C20) Total tender value										R 370 940			(C21) Total Exempt imported content										R 0			(C22) Total Tender value net of exempt imported content										R 370 940			(C23) Total Imported content											R 62 868		(C24) Total local content											R 308 072		(C25) Average local content % of tender											83.05%	
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<div style="display: flex; justify-content: space-between;"> <div> Signature of tenderer from Annex B    Date: 24-Oct-18 </div> <div> </div> </div>																																																																																																																																																											



**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1)	Tender No.	SCMUS-18/19-0888		<p>Note: VAT to be excluded from all calculations</p>	
(D2)	Tender description:	Construction of BHISHO JSS School			
(D3)	Designated Products:	Furniture products			
(D4)	Tender Authority:	Department of Public Works (EC)			
(D5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD			
(D6)	Tender Exchange Rate:	Pula	EU	GBP	

A. Exempted imported content					Calculation of imported content					Summary	
Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
(D19) Total exempt imported value											R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer					Calculation of imported content					Summary	
Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
(D32) Total Imported value by tenderer											R 0

C. Imported by a 3rd party and supplied to the Tenderer					Calculation of imported content					Summary	
Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
25 2mm Material fabric of a High back chair (1m x 2m)		No.	Walton Chinese fabric	\$12.00	R 14.00	R 168.00	R 37.00	R 35.00	R 240.00	262	R 62 868
(D45) Total Imported value by 3rd party											R 62 868

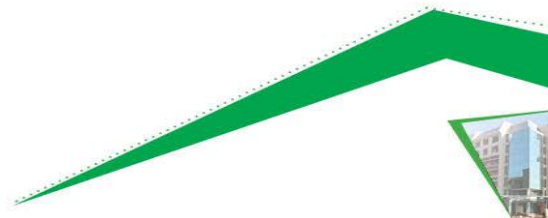
  

D. Other foreign currency payments					Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange			Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)			(D51)	
EFT	FNB	Walton Chinese fabric	\$12	R 14.00			R 168	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party								
(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above							R 62 868	

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B	
Date:	24-Oct-18



SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

SCMUS-18/19-0888

(E2)

Tender description:

Construction of Bhisho JSS

Note: A to be excluded from all calculations

(E3)

Designated products:

Steel Products and Structures

(E4)

Tender Authority:

Department of Public Works (EC)

(E5)

Tendering Entity name:

Phondo Construction

Local Products  
(Goods, Services  
and Works)

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

Mild steel reinforcement to structural concrete  
work: 12 mm diameter bars

RC Steel (Pty)Ltd

R 8 050

Mild steel reinforcement to structural concrete  
work: 10 mm diameter bars

RC Steel (Pty)Ltd

R 4 500

Furniture High back Chair

Budget Joshua Home  
Furniture

R 289 166

(E9) Total local products (Goods, Services and Works)

R 301 716

(E10)

Manpower costs

(Tenderer's manpower cost)

R 2 500

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R 1 500

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)


R 2 356

(E13) Total local content

R 308 072

This total must correspond with Annex C -  
C24

Signature of tenderer from Annex B



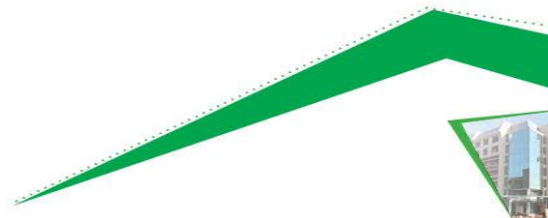
Date:

24-Oct-18

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
CORRECT.**

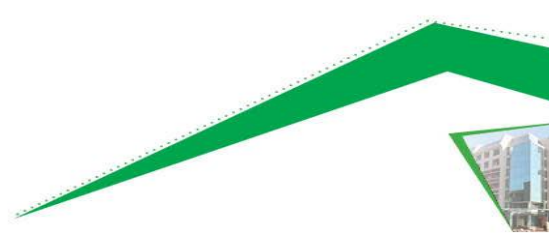
**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

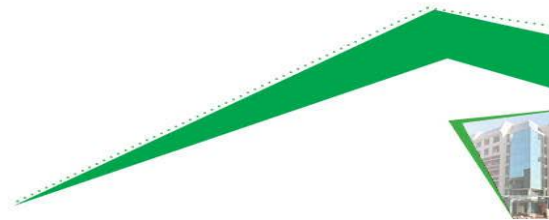
(Name of Institution)

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

I certify, on behalf of \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;



- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

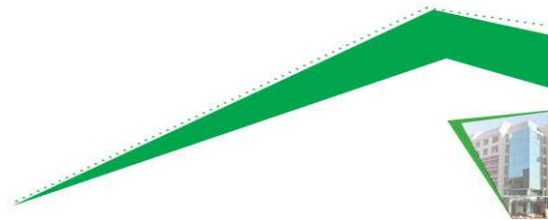
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....  
Signature

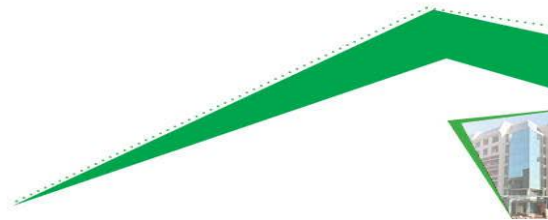
.....  
Date

.....  
Position

.....  
Name of Bidder



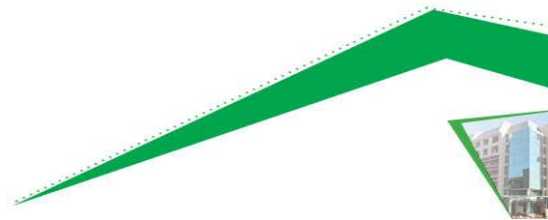
***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE  
CERTIFICATE  
(IF APPLICABLE, ATTACH HERE)***



## SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

**NB:CHOOSE ONE i.e EME or QSE!!!!)**



## **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Colored’s and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

3. I hereby declare under Oath that:

☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the

Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended

Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

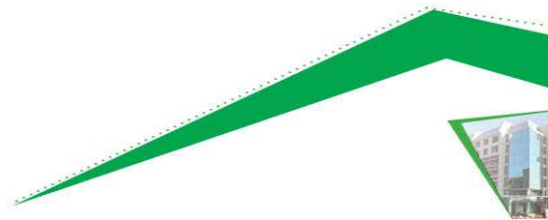
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
  - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
  - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
- An electronic copy can also be requested through DPW offices (Supply Chain Offices)
- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 36 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## **SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior</li> </ol>

3. I hereby declare under Oath that:

- ☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of

Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

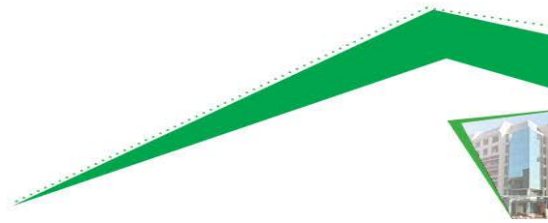
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.  
Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

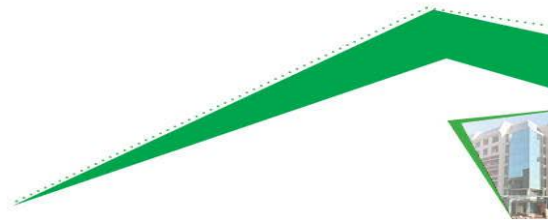
Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

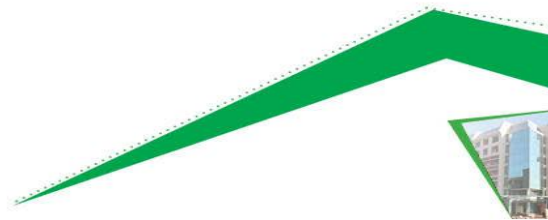


***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT)***

(ATTACH HERE)



***VALID CIDB CERTIFICATE OF A TENDERER***  
**(ATTACH HERE)**



**Annex C**  
(normative)

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU number</b>	<b>HO5 – 21/22 – 0258</b>

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....  
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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....Rand (in words);

R .....(in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

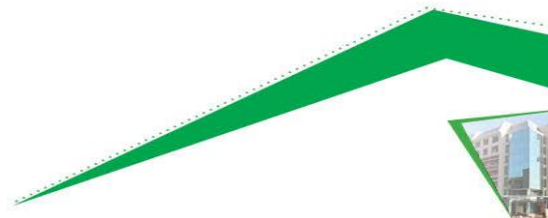
Signature .....  
Name .....  
Capacity .....  
**for the tenderer** .....  
(Name and address of organization)  
Name and signature  
of witness ..... Date .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.  
The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto



as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....  
Name .....  
Capacity .....  
**for the** .....  
**Employer** .....  
(Name and address of organization)  
Name and signature  
of witness ..... Date .....

#### Schedule of Deviations

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

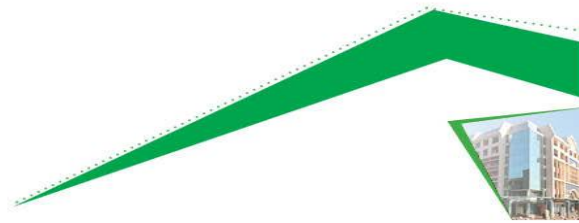
4 Subject .....  
Details .....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation 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.

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties*



**C**

**RECORD OF ADDENDA TO BID DOCUMENTS**

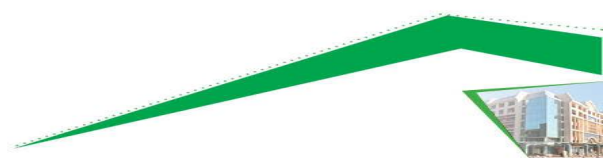
<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>		
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



**D**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed

Date

-----

-----

Name

Position

-----

-----

Enterprise name

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## E

### **RESOLUTION FOR SIGNATORY**

#### **A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms. \_\_\_\_\_, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

#### **WITNESSES:**

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



## G

### SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on <b>SBD 6.1 form</b>.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					



4					
5					
<b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct</b>					

Signed

Date

-----

-----

Name

Position

-----

-----

*Enterprise name*

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## H

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project )</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

<b>Signed:</b>		<b>Date</b>	
<b>Name:</b>		<b>Position</b>	

**Enterprise Name:** .....



## H

### RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach an Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
  - 1.1. Name of project.
  - 1.2. Name of client.
  - 1.3. Contact details of client.
  - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
  - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

***If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



I

## RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

***Attach a separate page to address this issue (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

-----

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Name

Position

-----

-----

Enterprise name

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**J**

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN Rands	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

*If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

-----

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Name

Position

-----

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*Enterprise name*

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## SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

-----

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Name

Position

-----

-----

*Tenderer name*

-----



## Project Reference Forms - 1

<b>Project title:</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>Project Number:</b>	<b>HO5 – 21/22 – 0258</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.



\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date



## Project Reference Forms - 1

Project title:	CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL
Project Number:	HO5 – 21/22 – 0258

**NOTE:** This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully  
executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_

\_\_\_\_\_



D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date



## Project Reference Forms - 1

<b>Project title:</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>Project Number:</b>	<b>HO5 – 21/22 – 0258</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of  
\_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully  
executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL</b>						

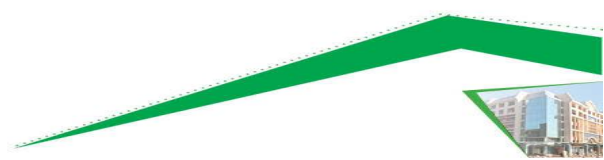
B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: \_\_\_\_\_

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_



E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date



## M

### BASELINE RISK ASSESSMENT

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*

Signed

Date

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Name

Position

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Enterprise name

**N**

**EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL**

<b>PROJECT NAME</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL</b>
<b>SCMU NUMBER</b>	<b>HO5 – 21/22 – 0258</b>
<b>CONTRACTOR NAME:</b>	

- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

**A. BUILDING MATERIAL LISTS-BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)**

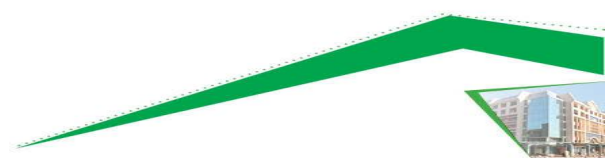
ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1	Panels: Welded mesh panels, with rectangular apertures, made from ZincAlu super wire and hot dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; Horizontal wire diameter: 4.00mm; Vertical wire diameter: 3.00mm, Weld strength: 60% of the minimum tensile strength of the wire; Tensile Strength Range of wire: 540-690N/m <sup>2</sup> ; Height of panels: 2400mm; Width of panels: 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip zinc coated steel sheet (sendimir) Length of post: 3m; Post of post: 76mm x 76mm x 2mm.Holes in side flanges for lateral fixation for the panels with mini securifor brackets and plastic caps.Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized. 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts.Spike finish shall be Galvanized. Posts to be planted in: 300mm x 300mm x 600mm concrete base - 20Mpa/19mm.	260	
2	Sliding vehicular gate size 3.0 m x 2.4 m high to match clear view fence specification	1	
3	Pull and push pedestrian gate size 0.9 m x 2.4 m high to match clear view fence specification	1	
<b>TOTAL</b>			



## B. CONFIRMATION

1. I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

-----  
*Representative of the Contractor (Name)*      *Signature*      *Date*      -----



## VOLUME 2



## PART C1.2 : CONTRACT DATA

### C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Tender No : HO5 – 21/22 - 0258

Project title:	CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL
Tender No:	HO5 – 21/22 – 0258

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005 with amendments of 6.2)</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[]</i> brackets.</p>
--	---

42.0	Part 1: Contract Data completed by the Employer
------	---

42.1	<b>CONTRACTING AND OTHER PARTIES</b>
42.1.1	<p><b>Employer:</b> Department of Public Works and Infrastructure <b>Postal address:</b> Private Bag X5099 MTHATHA 5099 <b>Tel:</b> 047 505 2770/071 685 7057 <b>Physical address:</b> K.D Building Mthatha</p>
[1.2]	
42.1.2	<p><b>Principal Agent:</b> Department of Public Works and Infrastructure <b>Agent's service:</b> Principal Agent <b>Postal address:</b> Private Bag X5009</p>
[1.1, 5.1]	



	Mthatha 5099 Tel: 047 505 2770/071 685 7057
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<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
[11.2.#]	2) Lateral support insurance to be effected by the <b>contractor</b> : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by adjudication: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	5) <b>defects</b> liability period applicable to the following elements:  <b>Describe months (remember longer periods for external works, mechanical, etc.)</b>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Ten (10) working days.
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be 3 months from the <b>commencement date</b> , <b>sectional completion will apply</b> , and the penalty per calendar day Shall be <b>R 11c</b> /per Calendar day of Contract Sum.
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract <b>works</b> insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%  With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R ..... (insert amount in words)  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim



	<p><b>Or</b></p> <p><input type="checkbox"/> For the sum of R ..... (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the <b>contractor</b></p> <p>For the sum of R ..... (insert amount in words)</p> <p>With a deductible of R ..... (insert amount in words)</p>
42.4	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>
42.4.6 [31.5.3] [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the possession of the site is given to the contractor</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p>



**CORRUPT PRACTICE** – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**FRAUDULENT PRACTICE** – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

**INTEREST** – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of Section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

**SECURITY** – means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

#### **Damage to the works**

- a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 thereof



10.6 Add the following as 10.6

**Injury to Persons or loss of or damage to Properties**

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

**HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The

**contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

**10.7.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above



The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

#### .0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within twenty-one (21) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

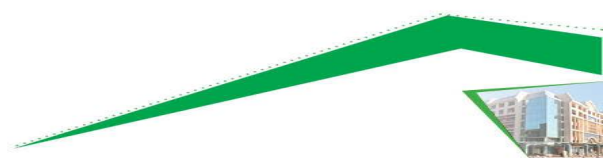
14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) calendar days from **commencement date**

14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**



	<p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p>
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	<p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p>"Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Remains.</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> <p>31.8(B) Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p>
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	<p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>31.12 Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 <b>contractor</b>" and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the <b>contractor's</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract</p> <p>33.2.10 the <b>contractor's</b> failure or neglect to proceed with the <b>works</b> in terms of the contract</p> <p>33.2.11 the <b>contractor's</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract</p> <p>33.2.12 the <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the <b>contractor's</b> estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the <b>employer</b> or the <b>contractor</b>; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the 38.7 <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)" And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p>
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	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.
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<b>42.0</b>	<b>Part 2: Contract Data provided by the Contractor:</b>								
	<b>POST-TENDER INFORMATION</b>								
	<b>Note:</b> All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor								
<b>42.5</b>	<b>CONTRACT DETAILS</b>								
42.5.1	<b>Contractor:</b>  Postal address: ..... ..... .....  Tel: ..... Fax: ..... E-mail: .....  TAX / VAT Registration No: .....  Physical address: ..... ..... .....								
42.5.2	The accepted <b>contract sum</b> inclusive of tax is R.....  Amount in words: .....								
42.5.3 [31.3]	The latest day of the month for the issue of an interim <b>payment certificate</b> : .....								
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.7 [14]	The <b>security</b> to be provided by the <b>contractor</b> :  (a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1  (b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b> , one of the following: <table border="1" style="width: 100%;"> <tr> <td>(1) cash deposit of 10 % of the <b>contract sum</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table>	(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								



	<b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b>
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from ..... to .....

42.6	<b>DOCUMENTS</b>		
42.6.1	Contract documents marked and annexed hereto:		
	<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....
	<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....
	<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....
	<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....
	<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
	.....		
	.....		
	.....		
	.....		
	.....		
	.....		

<b>42.8</b>	<b>SIGNATURES OF THE CONTRACTING PARTIES</b>	
	Thus done and signed at _____ on _____	
	Name of signatory _____	for and behalf of the <b>Employer</b> who
	by signature hereof warrants	authorization hereto
	Capacity of signatory _____	as Witness _____
	Thus done and signed at _____ on _____	
	Name of signatory _____	for and behalf of the <b>Contractor</b> who
	authorization hereto	by signature hereof warrants
	Capacity of signatory _____	as Witness _____



## C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the ..... day of ..... between:.....  
 ... (name of company / organization) of .....  
 ..... (address) and.....  
 (name of company / organization) of .....  
 ..... (address) (the Parties) and.....  
 ..... (name) of .....  
 ..... (address)  
 (the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as. ....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

who warrants that he / she is duly  
authorized to sign for and on  
behalf of the first Party in the  
presence of

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

who warrants that he / she is duly  
authorized to sign for and behalf  
of the second Party in the  
presence of

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

the Adjudicator in the presence of

Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within . . . . . days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary



## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**IN**

**CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN  
SCHOOL.**

**IMPLEMENTED BY THE DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE**



## PROJECT DESCRIPTION: CONSTRUCTION OF CLEAR VIEW FENCING FOR LUSIKISIKI CHRISTIAN SCHOOL.

Prepared by: T. Mavundla Office No. 317 KD. Matanzima Building Mthatha 5099  Tel: 047 505 2808 Email: <a href="mailto:thembikosi.mavundla@ecdpw.gov.za">thembikosi.mavundla@ecdpw.gov.za</a>	PRINCIPAL CONTRACTOR:	
	CEO (16.1 APPOINTEE):	
	TELEPHONE NUMBER:	
	FAX NUMBER	
	E-MAIL ADDRESS:	
	SIGNATURE:	

### General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (DPWI) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Department of Public Works & Infrastructure (DPWI), irrespective whether the contract work constitutes construction work or not.

### Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Official for the sole use by Department of Public Works & Infrastructure (DPWI). The issue date of this SHE Specification is **18 May 2021**.



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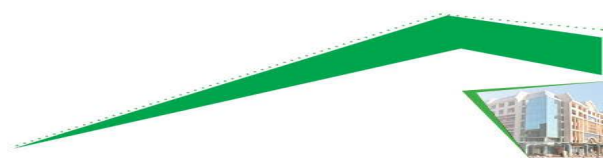
## ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
DPWI	Department of Public Works & Infrastructure
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment



## DEFINITIONS

Word/Phrase	Definition
WCL 1", "WCL 2" and "WCL 22"	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, 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, (Act 67 of 2000).
Construction work	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor (inclusive of Principal Contractor)	Any organization, person, entity performing activities for or on behalf of DPWI
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).
Hazard	Means a source of or exposure to danger.
Hazard identification	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.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.



## 1. INTRODUCTION

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Department of Public Works & Infrastructure is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring DPWI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Department of Public Works & Infrastructure achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the Occupational Health, Safety and Environmental (SHE) Specification for Construction Work. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

***Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Department of Public Works & Infrastructure.***

### 1.1. DPWI's commitment to Occupational Health, Safety & Environmental (SHE) Management

Department of Public Works & Infrastructure is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;



- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

### **1.2. Scope of Occupational Health, Safety and Environmental (SHE) Specification**

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Department of Public Works & Infrastructure will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

### **1.3. Omissions from SHE Specification**

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Department of Public Works & Infrastructure on compliance to the applicable legal requirements related to the activity/task/or process.

### **1.4. Change Management**

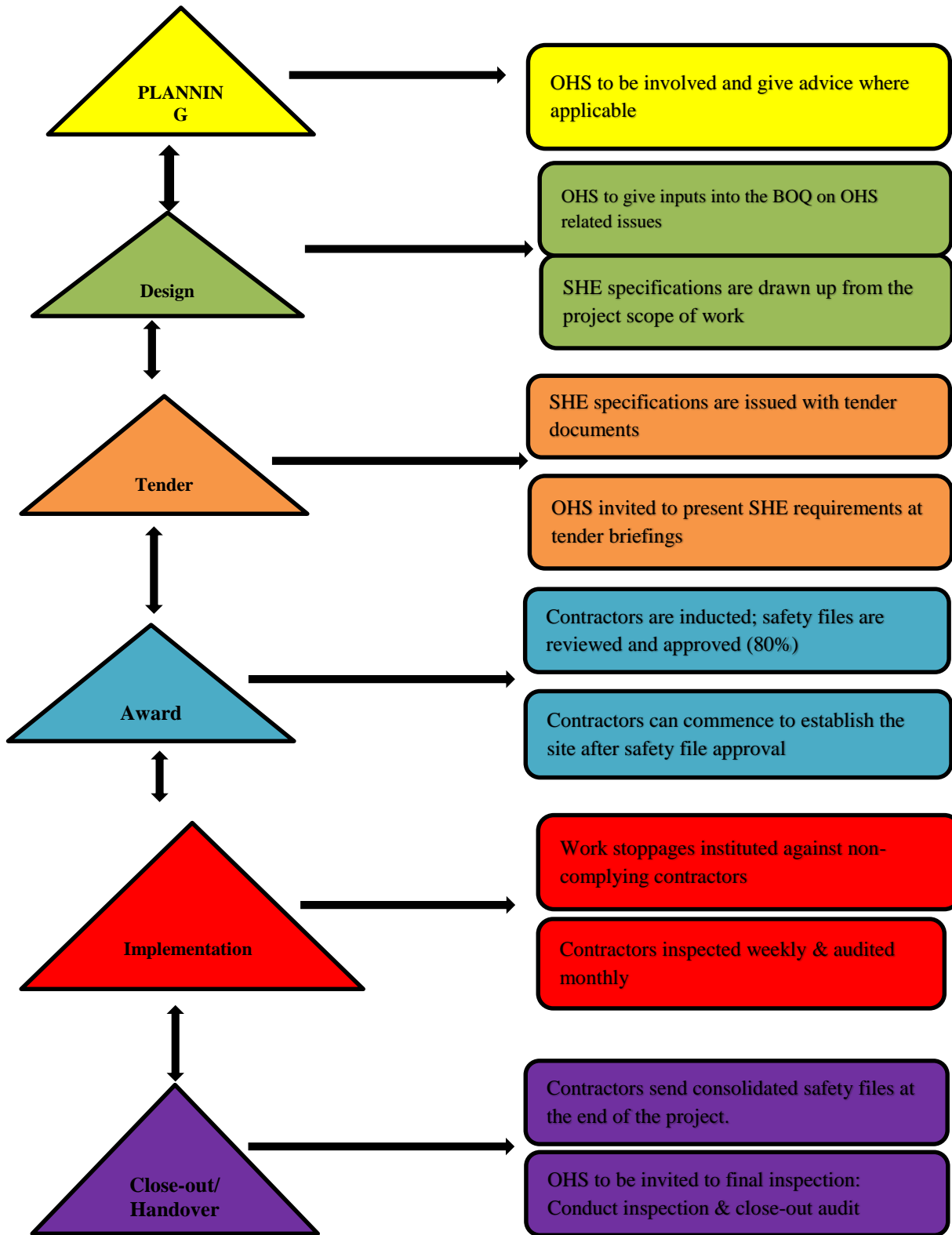
Whenever Department of Public Works & Infrastructure identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes/revisions will be calculated through a collaborative processes between Department of Public Works & Infrastructure and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes/revisions and ensure implementation within the SHE Plan/File framework.

## **2. OVERVIEW OF CONTRACTOR MANAGEMENT PROCESS**

- The contractor management process consists of the following phases:
- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;



- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File.





### 3. SHE DOCUMENTATION

#### 3.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes/procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

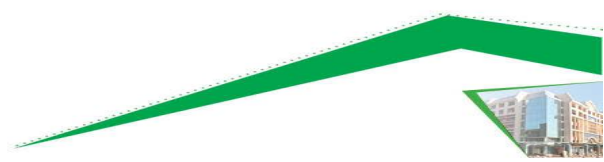
- Notification of construction work to the relevant Department of Labour (stamped on each page/no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COID Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Department of Public Works & Infrastructure.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix / plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Template for entry into confined space;
  - Toolbox talks pro-forma;
  - Fall protection inspections template;
  - First-aid box content template;
  - Record of first-aid treatment template;
  - Fire equipment inspection and maintenance template;
  - Ladder inspection template;
  - Machine safety inspections template (including machine guards, lock-outs etcetera);
  - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
  - Inspection templates of scaffolding;
  - Inspections templates of structures;
  - Templates of issuing of Personal Protective Equipment;
  - Monthly reporting and recording of statistics templates;
  - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor/Contractor's activities and organization.
- Emergency preparedness and response programmes;



- Medical examination tests
- Vaccination records

### 3.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
  - a) Prepare a site specific SHE file based on client SHE specification and project scope.
  - b) Have an updated Letter of Good standing.
  - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
  - d) Ensure SHE file submitted before work commences to DPWI for evaluation and approval.
  - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
  - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
  - g) All employees undergo his control undergo company specific induction and DPWI induction.
  - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
  - i) Ensure employees are trained on company procedures, policies, method statements and informed of the DPWI SHE requirements as per the specification.
  - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
  - k) Sign the 37 (2) Agreement between DPWI and themselves before any work commences and kept on their SHE file.
  - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
  - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
  - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
  - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
  - p) Ensure the safety of employees who are taking legal medication.
  - q) Must hand over a consolidated SHE file at the end of the contract.
  - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
  - s) Investigate all incidents and report to DPWI and ensure all reportable incidents as per the legislative requirement are complied with.
  - t) Ensure work is supervised by competent personnel and that work is done by competent employees.
  - u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
  - v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
  - w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
  - x) Ensure first aid kit is made available in case of any emergency.
  - y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.



- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

### 3.3. Agreement with Mandatory (37.2)

- DPWI will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors

### 3.4. SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of DPWI.

### 3.5. Legislative Framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local by-laws and provincial ordinances

### 3.6. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

- The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;



- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.
- 2.7 Appointments and competencies
- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

### **3. 7. 8 Supervision of Construction Work**

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full time basis.
- DPWI should be informed in writing of the absence of the above-mentioned on site.

### **3.8. Insurances**

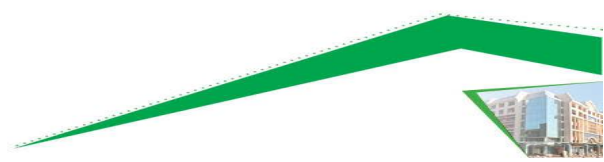
- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

### **3.9. Costing for SHE**

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

### **3.10 Sub-contractors**

- Whenever the Principal Contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is entered into between the Principal Contractor and Contractors.
- The Principal Contractor will ensure that all appointed contractors comply with the Department of Public Works & Infrastructure SHE Specification requirements.
- The Principal Contractor will establish a procedure on sub-contractor management and assurance on compliance to the established procedure will be provided to Department of Public Works & Infrastructure on a monthly basis.
- Principal Contractors are required to formally notify Department of Public Works & Infrastructure before appointing subcontractors.
- Department of Public Works & Infrastructure shall approve all specialist subcontractors to be appointed and/or engaged by the Principal Contractor.



The Principal Contractor shall:

- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- 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
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

### **3.11 Notification of construction work**

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Department of Public Works & Infrastructure will not approve the SHE File if no original stamped / certified copy of the notification of construction work has been done.

### **3.13. Application of Construction Work Permit**

The client who intends to do a construction works must apply for the Construction Work Permit, at least 30 days before the commencement of the works to the Provincial Director of the Department of Labour in writing.

The work permit is required where the works will –

- Exceed 365 days;
- The tender value limit is grade 7, 8 or 9 of the CIDB grading.

### **3.14. ORGANISATIONAL STRUCTURE**

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.



- All appointed sub-contractors are also required to compile their own organograms.

#### 4. COMMITMENT TO SHE MANAGEMENT

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

#### 5. HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of DPWI includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by DPWI as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

##### 5.1. Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

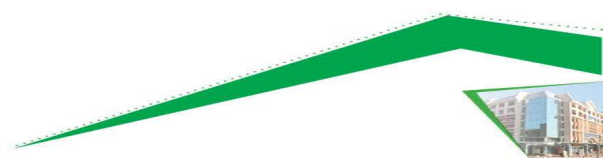
The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant DPWI Project with regard to SCMU Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to DPWI before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.



- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrative** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. **(PPE as the last resort)**

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

#### 5.1.1. Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### 5.1.2. Issue-based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the project when methods and procedures are varied, for example when:

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;
- Incidents or near-misses occur; or
- Technological developments invalidate prior risk assessments.

#### 5.1.3. Continuous risk assessments

The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated



with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

## **5.2. Review of risk assessments**

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting. Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by DPWI.

The Principal Contractor must provide DPWI, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

## **6. SAFE WORK PROCEDURES/METHOD STATEMENTS**

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

## **7. INCIDENT MANAGEMENT**

### **7.1. Reporting of accidents and incidents**

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

- A major incident occurred
- The health or safety of any person was endangered



- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to DPWI within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both DPWI and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to DPWI will be on the prescribed format.
- The Principal Contractor is required to provide DPWI with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide DPWI with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

## 7.2. Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- DPWI reserves the right to hold its own investigation into an incident or call for an independent external investigation.

## 7.3 Close-out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to DPWI Safety Officer conducting the investigation.

## 8. MEDICAL SCREENING REQUIREMENTS

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before or within 14 days after a person commences employment, where any exposure exists or may exist, which comprises:
  - an evaluation of the employees medical and occupational history;
  - a physical examination; and
  - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.



- Medical surveillance and immunization shall be done accredited at/or by institutions or occupational health personnel, including, but not limited to:
  - Audiograms.
  - A cardio-respiratory examination / Lung function test;
  - Chest X-rays
  - Eye/ sight tests.
  - A general physical examination;
  - A review of previous medical history.
  - Glucose levels
  - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the DPWI Project Specialist or Appointed OHS Agent.

## 9. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that DPWI may have in place.

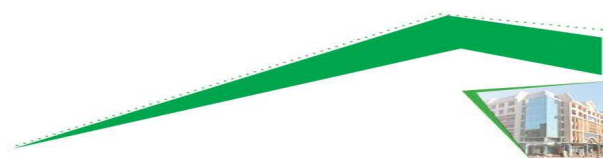
In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement/signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

### First-aid

- The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).
- The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.
- The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.



## 10. SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

### 10.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

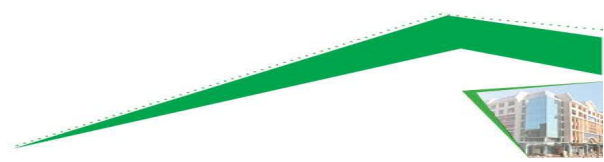
### 10.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness



- Environmental Awareness;
- HIV / AIDS awareness.

### **10.3 General competence requirement**

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

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

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task. Records of training on Safe Work Procedures / Safe Operating Standards will be retained. Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

### **10.4 Site-specific induction training**

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work. He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

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

Where the Principal Contractor is required to operate within DPWI the Principal Contractor will ensure that all employees undergo the DPWI induction.

## **11. PPE REQUIREMENTS**

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.



- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
  - Where the employee requests additional issue in excess of what is prescribed;
  - Where the employee has patently abused or neglected the equipment leading to early failure; and
  - Where the employee has lost the equipment.
  - All employees shall, as a minimum, be required to wear the following personal protective equipment on any DPWI's projects:
    - Protective overalls;
    - Protective footwear;
    - Protective headwear; and
    - Eye, face and ear protection.
  - **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

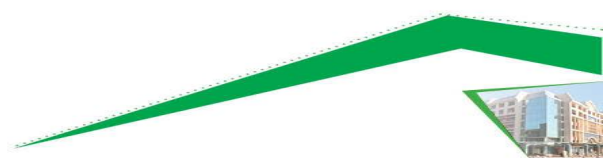
All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

## 12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

## 13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.



#### 14. PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between DPWI and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

#### 15. REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and DPWI requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

#### 16. SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

**The Principal Contractor shall:**



- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site.

## **17. ACCOMMODATION ON SITE**

No employees shall be accommodated on site.

## **18. WELFARE FACILITIES**

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.
- The employer needs to provide his employees with the following:
  - Potable water for drinking;
  - Water and soap for hand washing
  - Toilet paper

## **19. COMPLIANCE MONITORING**

### **19.1 Inspections**

- Contractors will be inspected at least once per week by the DPWI Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- DPWI reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by DPWI the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to DPWI) to ensure SHE Performance improvement.

### **19.2 Monthly audits**

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the DPWI SHE Specification.



- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

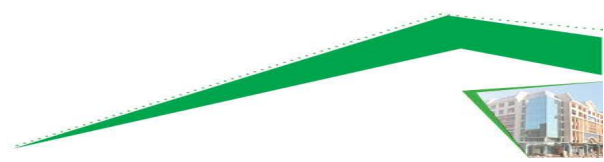
### **19.3 Monthly compliance rating**

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by DPWI focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. DPWI reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

## **20. Work stoppages**

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.



**OVERALL WORK STOPPAGES WILL BE ISSUED WHERE NON-CONFORMANCES ARE IDENTIFIED AGAINST THE CRITERIA IN THE FOLLOWING:**

**1. NOTIFICATION OF CONSTRUCTION WORK**

- 1.1. Local Department of Labour not notified of construction work before commencement of construction activities
- 1.2. Notification of construction work not stamped by local Department of Labour (no fax copies)
- 1.3. Copy of notification of construction work not available on site

**2. PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER**

- 2.1. Proof of registration with Compensation Commissioner or other insurer not available
- 2.2. Registration with Compensation Commissioner or other insurer not valid and up-to-date

**3. POLICY COMMITMENT & SHE SPECIFICATION**

- 3.1. SHE Plan not compiled, approved by contractor management and available on site 4 SECTION 37(2) AGREEMENT
- 3.2. Signed section 37(2) Agreement not signed and available on site 5 RISK ASSESSMENTS
- 3.3. Risk assessments not developed/ not applicable to scope of work issued by Client

**4. CONSTRUCTION MANAGER**

- 4.1. No construction manager appointed / on site / Construction Manager not full time on site
- 4.2. Appointed construction manager does not meet requirements

**5. SITE SAFETY OFFICER**

- 5.1. No safety officer appointed/ available on site
- 5.2. Safety officer does not meet requirements

**6. SHE FILE**

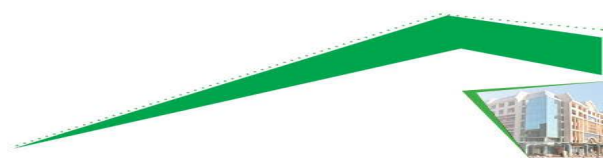
- 6.1. No file on site

- ***Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.***

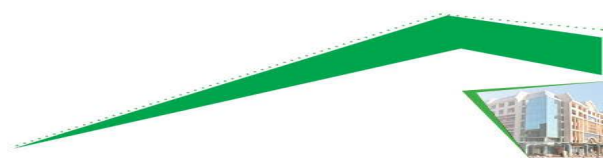
**20. OPERATIONAL REQUIREMENTS**

**20.1. EXCAVATIONS**

- Where excavations will exceed 1.5 m in depth the contractor will be required to submit a method statement to DPWI for approval before commencing with the excavation and DPWI will issue a permit to proceed once the risk assessment and method statement is approved.
- All open excavations shall be closed within 3 days of excavation. No excavation will remain open beyond 3 days or during holidays.
- Excavation work must be carried out under the supervision of a competent person, who has been appointed in writing, with at least two years' experience in excavation work. Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- Where the excavation is in stable material and where the sides of the excavation are sloped back to at least the angle of repose of the excavated material, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation.



- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed competent person.
- No load or material may be placed near the edge of an excavation unless suitable shoring has been installed to be able to carry the additional load.
- Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- The appointed competent person must inspect every excavation, including the shoring and bracing or any other method to prevent collapse, as follows:
  - Daily before work commences
  - After every blasting operation
  - After an unexpected collapse of the excavation
  - After substantial damage to any supports
  - After rain
- The results of any inspections must be recorded in a register kept on site and in the safety file.
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, regardless of the depth of the excavation.
- Every excavation must be provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- Upon entering an excavation the requirements of General Safety Regulation 5, work in confined spaces, must be observed:
- Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture.
- The confined space must be purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes.
- The safe atmosphere must be maintained and, where necessary.
- Employees are to be provided with breathing apparatus and must wear a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space.
- Furthermore, an additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space.
- Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
- All pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
- The employer must ensure that all employees have left the confined space after the completion of work.
- Where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere.



- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into them.
- Excavations left open for extended periods of time (exceeding 48 hours) must be approved the relevant Engineer / Construction Supervisor.

## **20.2. CONFINED SPACE ENTRY**

- Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorized person nominated in writing.
- The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.
- The Contractor shall be sure that adequate steps have been taken to eliminate or control hazards.
- Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.
- The Contractor shall provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).
- The Contractor shall ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.
- Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation.

## **20.3. BARRICADING**

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by DPWI Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a “No Entry” signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor’s responsibility to remove all redundant barricades directly after use. The Contractor’s Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

## **20.4. WORKING AT HEIGHTS**

- A pre-emptive risk assessment will be required for any work to be carried out above two metres from the ground or any floor level. This work will be classified as “work in elevated positions”.

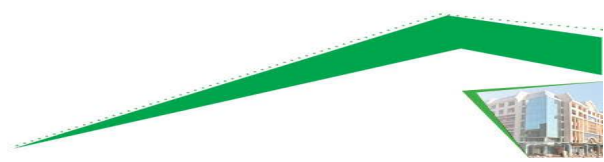


- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer's head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by DPWI.
- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- 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. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

## **20.5. SYMBOLIC SIGNAGE**

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- "Radio-Active Material" symbolic signs at radioactive storage areas.
- "Eye Protection" symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- "Ear Protection" symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used



- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire-fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
  - “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- DPWI project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

## 20.6 USE AND STORAGE OF FLAMMABLES

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 unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other source of ignition is allowed in the area
  - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”



- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- 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
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of flammable is to be kept in the workplace;
- 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 forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

## 20.7. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
  - The wearing and use of protective equipment
  - The use and storage of hazardous chemical substances
  - The prevention of the release of hazardous chemical substances
  - The wearing of exposure monitoring and measuring equipment
  - The cleaning up and disposal of materials containing hazardous chemical substances
  - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and



- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16 point format- available on site

## **20.8. FIRE PREVENTION AND PROTECTION**

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
  - Notices prohibiting smoking are displayed and enforced
  - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - Only spark-free hand and power tools are used
  - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
  - Flameproof switches and fittings are to be used in the flammable atmosphere
  - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
  - Adequate ventilation is maintained
  - Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
  - Maintenance must include:
    - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
    - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

## **20.9. STACKING AND STORAGE**

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;



- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

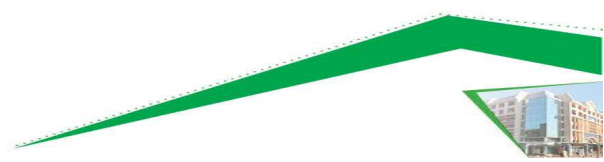
The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

## **20.10. HOUSEKEEPING**

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorized persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;



- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

#### **20.11. TRAFFIC MANAGEMENT**

- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws.
- At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit.
- Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

#### **20.12. HAND TOOLS**

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

#### **20.13. PORTABLE ELECTRICAL EQUIPMENT**

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and equipment.

This equipment:



- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.
  - The following requirements apply to portable lights:
    - Must be fitted with a robust non-hygroscopic non-conducting handle;
    - Live metal parts or parts which may become live must be protected against contact;
    - The lamp must be protected by a strong guard;
    - The cable lead-in must withstand rough handling;
    - Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
    - A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
    - When used in wet/damp/metal container conditions, the lamp must be protected.

## **20.14 LIFTING EQUIPMENT & MACHINERY**

Lifting equipment must be designed and constructed in accordance with the manufactures/designers specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the of Driven Machinery Regulations promulgated in terms of the Occupational Health and Safety Act (Act no 85 of 1993).

The Driven Machinery Regulations requires that:

- Lifting equipment is clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use a table showing the maximum mass load with respect to every variable condition shall be posted up by the user in a conspicuous, place easily visible to the operator and the table shall be used by the driver/operator;
- Each winch on a lifting machine must at all times have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;
- Lifting equipment shall be fitted with a brake or other device capable of holding the MML. This brake or device shall automatically prevent the downward movement of the load when the lifting power is interrupted;
- Lifting equipment shall be fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;
- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine. Where no standard is available the factor of safety must be:
  - chains – 4 (four)
  - steel wire ropes 5 (five)
  - fibre ropes- 10 (ten)
- Every hook or load attaching device must be designed to prevent the load from slipping off or disconnecting;
- Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's requirements or to 110% of the MML. In addition, all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;



- All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.

## **20.15 LADDERS**

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

## **20.16. CONSTRUCTION VEHICLES AND MOBILE PLANT**

DPWI will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant 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 and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.



No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

All construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

### **Self-Propelled Mobile Machinery**

All Self-Propelled Mobile Machinery must be inspected daily and the findings recorded in a register. Pre-use inspection checklist shall identify critical items that would stop the operator from operating machinery should a defect be detected.

All operators shall be tested on their ability to operate machinery and equipment inspected prior to be used on any of the premises by the DPWI Project Inspectors and Responsible Engineer. Relief drivers shall be made available for mobile machinery where there is a need for on-going operations and the contractor shall establish a rotation schedule.

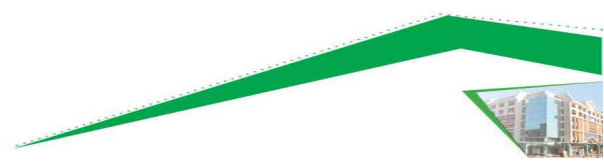
All Drivers/Operators shall be appointed under the applicable legislation prior to operating any type of mobile equipment or machinery:

- If Driver/Operator does not adhere to the rules and regulations his appointment as operator shall be cancelled and he shall not be able to carry on with his duty.
- No Driver/Operator shall be appointed without proof of training, driver's license or letter of competency.
- No training of Drivers/Operators on Site.
- No passengers on dump truck, Loaders or Excavators.
- No eating or drinking allowed while operating equipment.
- No vehicle shall be left unattended with engine running or key in ignition.
- Drivers may use no cellular phones during operations.

### **Equipment Approval**

Authorization for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Minimum two lights in front and rear of vehicle
- Communications system (where required);
- Reflective Taping;
- First-aid kit, fire-fighting equipment and emergency roadside triangles;
- Tyres in good condition;
- Windscreen clear of cracks;



- Safety belts fitted for all occupants;
- Signage for clear identification;
- Windscreen wipers;
- Warning hooter and reverse alarm;
- Rotating warning lights (where applicable);
- Maximum number of persons indicated;
- Equipment free of oil and other leaks;
- Maintenance/Service & Equipment manuals available;

#### **Operator Approval**

- Authorization for operators for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:
- Operator's Certificate (accredited training organisation);
- Operators License appropriate to the nature of the Mobile equipment;
- Operator's knowledge tested and familiar with the controls for the vehicle;
- Public driver's permit where required;
- Medical fitness certificate.

#### **20. 17. ASBESTOS EXPOSURE**

The Principal Contractor shall not allow anybody to work in or to enter an environment in which they may be exposed to asbestos that will exceed the exposure limit for asbestos. The exposure limit is currently set at 0.2 fibres per millilitre of air averaged over a four-hour working period.

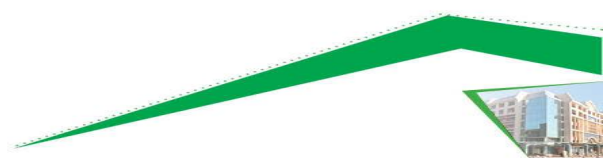
The Principal Contractor shall, by means of applying good occupational hygiene principles, keep the airborne asbestos concentration in the workplace at the lowest possible level, but definitely not in excess of the occupational exposure limit (OEL). Good occupational hygiene principles include the following:

- The design and layout of the workplace, engineering measures to control dust, good housekeeping, and good personal hygiene are the first line of defense;
- Administrative controls,
- Thorough training and supervision of employees; and
- The involvement of all employees in safety and health matters in the workplace.

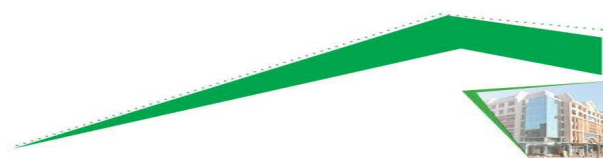
In cases where the concentration of airborne asbestos fibres cannot be contained at or below the occupational exposure limit, employees must be issued with approved/homologated respiratory protective equipment (minimum P2 or FF2). However, this is the last line of defense and the employer must first be able to prove that there is no other reasonable way to reduce the airborne asbestos to below the OEL.

#### **20.18. DEMOLITION WORKS**

- The contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- The contractor must ensure that a detailed structural engineering survey of the structure to be demolished is carried out by a competent person before the demolition work commences.



- Demolition works must be carried out under supervision of a competent person and must check the structural integrity of the building at regular intervals.
- The contractor must ensure that –
  - No floor, roof or other part of the structure is overloaded with debris or materials that would render the structure unsafe;
  - All practicable precautions are taken avoid danger of structure collapsing when the reinforcement is removed or cut; and
  - All practicable precautions are taken in the form of shoring or other means of preventing accidental collapsing.
- The contractor must provide convenient and safe means of accessing areas where demolition works takes place.
- The must carry all the demolition works safely as outlined in the CR14 (5)-(12).



## 21. COVID -19 SAFETY MANAGEMENT

### 21.1. Introduction

Construction sites operating during the Coronavirus (Covid-19) pandemic need to ensure they are protecting their workforce and minimising the risk of spread of infection. This includes determining if all employees are fit for works with no Covid-19 symptoms, also considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

This Covid-19 responds requirements forms part of the project specific construction health and safety specification to introduce control measures on the construction site that's in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors.

The principal contractor should ensure the requirements are implemented, a Covid-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document under item 12 and the requirements stipulated under Disaster Management Act (57/2002): Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020. The Covid19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This Covid19 site management plan are to be approved by the Consulting Engineers and the prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to be on self-isolation in terms of section 7 of Regulations issued in Terms of Section 27(2) of **Disaster Management Act, 2002**.

It must be noted matters relating to Covid-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.



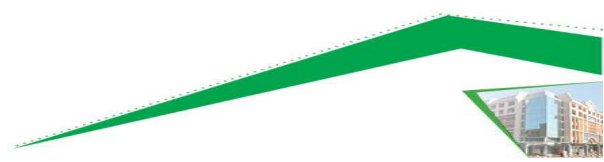
## 21.2. Definitions

<b>Social distancing</b>	Workers in the construction industry should follow the guidance on Staying at home and away from others (social distancing). Where they cannot work from home, they must follow the same principles of social distancing while travelling to and from work and while at work.
<b>Self-isolation</b>	Anyone who either has a high temperature or a new persistent cough or is within 14 days of the day when the first member of their household showed symptoms of Coronavirus (Covid-19) should not come to site but must follow the guidance on self-isolation.
<b>Person at increased risk</b>	Anyone who is at increased risk of severe illness from Coronavirus (Covid-19) is strongly advised to work at home and should be particularly stringent about following social distancing measures.
<b>Living with a person in one of the above groups</b>	Anyone living with a person who is at increased risk of severe illness, or an extremely vulnerable person who is shielding from Coronavirus (Covid-19), should stringently follow the guidance on social distancing and minimise contact outside the home.
<b>If someone falls ill</b>	<p>If a worker develops a high temperature or a persistent cough while at work, they should:</p> <ul style="list-style-type: none"> <li>• Ensure their manager or supervisor is informed. Employer is responsible to take the employee to the Doctor.</li> <li>• Employer to investigate possible other contacts, implement isolation measure and ensure those employees are taken for medical examination.</li> <li>• Avoid touching anything</li> <li>• Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow.</li> </ul> <p>They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed and declared clear to work by a medical professional.</p>
<b>COVID-19</b>	means Coronavirus Disease 2019
<b>PPE</b>	means personal protective equipment
<b>Employee</b>	means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer
<b>workplace</b>	means any premises or place where a person performs work

## 21.3. Travel to work:

Principal Contractor is required to provide a safe transportation of its employees to and from the work place. Strict instructions to be given to the responsible driver that not to give rides to any other person than the principal contractor Employees.

- All employees must wear appropriate face Cloth mask
- Hands to be sanitized before entering the transport and when journey ends.



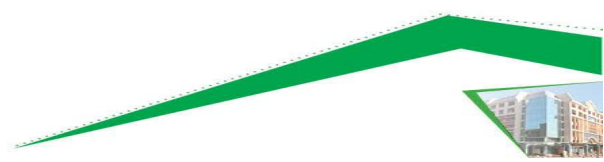
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practice all time during transportation.

#### **21.4. Appropriate Personal Protective Equipment:**

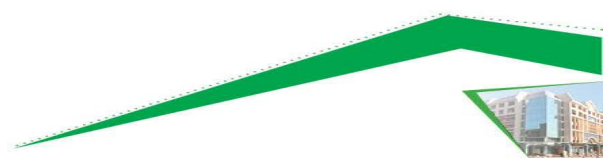
- It is a duty of an employer to ensure that all his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.
- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.
- PPE such as face masks is required by all employees or member entering the site, the said masks are to be worn on site:
  - Masks should fit properly, completely covering the face from bridge of nose to chin.
  - Always clean hand before putting on of removing face masks.
  - Only touch the cord or elastic at the back when removing the masks.

#### **21.5. Site access and egress points:**

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.
- Screening Methods
  - Visual assessment-Prior to entering the site gate, employers should conduct a visual assessment verifying and checking symptoms of the virus. If symptoms are evident go ahead to conduct infrared temperature testing



- The average normal body temperature is generally accepted as (37°C).
- The infrared beam sensor is placed approximately 0 - 5 cm's from the persons forehead, the thermometer will beep twice if within range. The thermometer will record the temperature and light green, displaying the temperature of the person.
- At no stage must the infrared beam be directed to the eyes of the employees, as there is a risk of injury and damage to the eyes.
- Any person displaying a temperature between **37.1°C and 37.9°C** will be isolated and place either next to the Security Guardhouse or in his/her vehicle until second temperature testing is done.
- The person's temperature will be taken again after 15 min. If the temperature has increased the person will be required to leave, access to site will be denied.
- If the person's temperature has decreased to an acceptable/normal level, access will be granted.
- Any person with a temperature of **37.5°C** or above will be denied access and will be required to leave immediately and be advised to visit a Doctor;
- All cases where persons were denied access a detailed register kept on site of the date, name of contractor, name of employee, contact number.
- The screening table must be made of a washable surface that can easily be disinfected— no linen is to be used to cover the table.
- Face Shields and masks will be made available to screening personnel.
- All required items to operate safely must be available at the screening desk, these includes, hand sanitizers, pens for filling in registers and a bucket filled with 1000 ppm hypochlorite solution to soak pencils, employee/visitor's questionnaire for screening and determination of symptoms, Perspex sheet separating screening. Should employees or visitors fail the questionnaire to be completed they should not be allowed to enter site.
- A site access control attendance register must be complete, it is recommended that lists of various company employees be kept at security to tick off the attendance as and when entering site.
- Allow plenty of space between people waiting to enter site.
- Use signage:
  - Such as floor markings, to ensure 2 metre distance is maintained between people when queuing
  - Reminding workers not to attend if they have symptoms of Coronavirus (Covid-19) and to follow guidelines
  - Require all workers to wash their hands for 20- 40 seconds using soap and water when entering and leaving the site
  - Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners,



- Telephone handsets and desks, particularly during peak flow times
- Reduce the number of people in attendance at site inductions and consider holding them outdoors
- Where loading and offloading arrangements on site will allow it, drivers should remain in their vehicles. Where drivers are required to exit their vehicle, they should wash or sanitise their hands before handling any materials
- Consider arrangements for monitoring compliance on site by principal contractor.

#### **21.6. Washing hands**

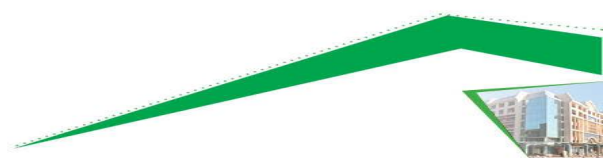
- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.
- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitiser (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

#### **21.7. Toilet facilities**

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitise hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

#### **21.8. Eating areas:**

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.
- Break times should be staggered to reduce congestion and contact at all times. Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced



- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitiser should be available at the entrance to any room where people eat.
- A distance of 2 metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up.
- Tables should be cleaned between each use

#### 21.9. Changing Facilities:

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

#### 21.10. Cleaning:

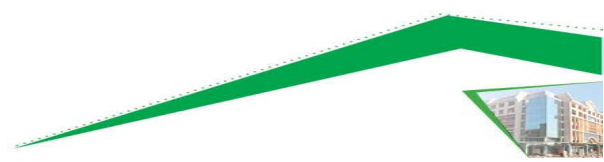
- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE:

<ul style="list-style-type: none"> <li>• Taps and washing facilities</li> <li>• Toilet flush and seats</li> <li>• Door handles and push plates</li> <li>• Hand rails on staircases and corridors</li> <li>• Lift and hoist controls</li> <li>• Rubbish collection and storage points should be increased and emptied regularly throughout and at the end.</li> </ul>	<ul style="list-style-type: none"> <li>• Machinery and equipment controls</li> <li>• All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.</li> <li>• Telephone equipment</li> <li>• Key boards, photocopiers and other office equipment</li> </ul>
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#### 21.11. Emergency responds:

The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.

- When planning site activities, the provision of adequate first aid resources must be agreed.
- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.



- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

#### **21.12. Covid19 Waste Management**

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is  $\frac{3}{4}$  full it should be closed with a biohazardous waste tape and placed in designated storage area.
  - The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
  - The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID-19 waste that should be removed from the facility.
  - The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
  - The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal.

#### **21.13. Addressing stress, Psychological Risk, Violence and Harassment**

- The Principal Contractor is encouraged to consider other COVID-19 risk factors: Remember, employees are your company's assets.
- During this pandemic your employees could be subjected to increased stress levels with serious effects of mental health (mandatory isolation at home is imposed).
- Further to this, employees can be affected by the psychosocial hazard arising from present and future uncertainty of the work situation or from changes in work processes and arrangements.
- There are a number of risk factors endured by many workers that can induce stress, these include:
  - ✓ fear for one's own well-being or that of family member / co-workers who might contract the disease
  - ✓ lack of safety equipment for personal protection;
  - ✓ lack of social support or social networks;
  - ✓ tension between established safety protocols
  - ✓ difficult maintaining self-care activities such as exercises, good eating habits and getting enough rests
  - ✓ Employees may be labelled, stereotyped, discriminated against (social stigma) and/or experience loss of status perceived link with a disease.
- Occupational health and safety measures must be implemented to prevent and reduce psychosocial risks, including violence and harassment, and promote mental health and well-being (in addition to preventing the risk of long-term repercussions on workers wellbeing) a plan in the addressing the aforesaid must be developed and



implemented to prevent work-related stress amongst workers: The plan must be constant updated with reliable information: It is not limited to the below:

- Good communication and up to date information
- Avenue for workers to express concerns and ask questions about health risks to themselves and colleagues
- Multidisciplinary sessions to identify concerns, wellbeing of staff and to work together on strategies to resolve problems
- Regular rest periods during work day)
- Opportunities to promote physical health (exercises, maintain healthy eating habits)
- Psychological support for workers share fears and worries confidentially
- Role modelling where managers are role models for staff
- Campaigns to reduce stigma

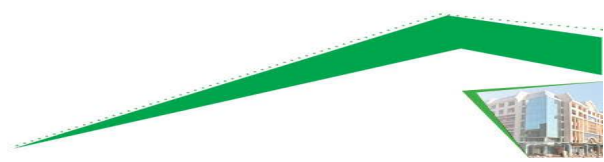
#### 21.14. Screening Questionnaire

- The principal contractor should ensure a suitable screening questionnaire be developed for used on site.
- Screening should be conducted prior to entering site and well as when leaving site.
- The checklist should include the following but is not limited to:

<ul style="list-style-type: none"> <li>✓ Name of employee</li> <li>✓ Contact number of employees</li> <li>✓ Names of employers</li> <li>✓ Date of screening</li> <li>✓ Body temperature recorded</li> <li>✓ Respiratory symptoms (Yes or No)</li> <li>✓ Have you attended a funeral or any mass gathering?</li> <li>✓ Have you come into close contact or confirmed covid19 cases?</li> </ul>	<ul style="list-style-type: none"> <li>✓ Pre-entry screening</li> <li>✓ Access granted (yes or No)</li> <li>✓ Exit site screening</li> <li>✓ Have you traveling/ have you recently travelled to a restricted country / Have you recently travelled outside the province/ have you travelled to areas regarded as COVID-19 Epicentre?</li> <li>✓ Do you have Flu Symptoms</li> <li>✓ Person screening</li> </ul>
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- Screening records of all employees must be kept on site.
- Should the site experience any positive cases, the principal contractor should inform the Consulting Engineers and the DPW within 24hrs via email.

#### 21.15. Medical Surveillances



Principal contractor to ensure that all medical surveillance renewal, new entry medicals, exit medical should include COVID-19 Symptoms Screening by OHS Doctor / OHS Nurse Practitioner, employee suspected to have symptoms or at the risk of COVID-19 shall be sent for COVID-19 testing and be asked to self-isolate at home until his/her test are confirmed. Should an employee test positive for COVID-19, and if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

#### **21.16. Social distancing measures**

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half
- Metres between workers while they are working. Reducing the number of workers present in the workplace at any time
- Appointed Site Manager & the CHS Officer must ensure that Construction Activities are arranged at least one and a half metres apart.
- All shared construction Site offices must be arranged; physical barriers can be placed between work stations or Maintain 1 m distance.

#### **21.17. Reporting of COVID-19 Cases**

- Appointed Principal Contractor is required to immediately inform the DPW should one of its employee experience any of the COVID-19 symptoms while at work.
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

#### **21.18. COVID-19 Requirements to be met by DPW Service Providers**

Before commencement of any work under lock down all DPW service provider will be required to:

- Principal Contractor will be required to appoint a designate a **COVID -19 compliance officer** who will be responsible to oversee the implementation of COVID-19 rules at the work place.
- All DPW appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all DPW Project.
- All DPW appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E



of Amended Disaster Management Act and be submitted to DPW for approval, be retained for inspection and contain the following information:

- which employees are permitted to work;
- (ii) what the plans for the phased-in return of their employees to the workplace are;
- (iii) what health protocols are in place to protect employees from COVID-19; and
- (iv) the details of the COVID-19 compliance officer:
- Contractors with large numbers of employees to ensure phase in the return of their employees to work
- DPW Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public, should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

## **22. WASTE MANAGEMENT FOR COVID-19 WASTE**

Contractor will be required to ensure that waste is managed and separated on site. Face Mask waste, Gloves and paper towel used to wipe hands and toilet paper used for sneezing or blowing nose to be disposed in a medical waste bin. Principal Contractor will be required to make arrangements for medical waste bins for its employees and all medical waste to be disposed accordingly.

## **23. EMPLOYEES INDUCTION, TRAINING, COMMUNICATIONS**

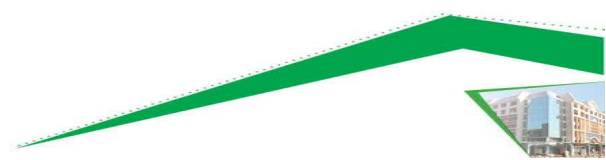
Employer will be required to give induction to his/her employees upon returning to site. Induction syllabus to included Employers plan on how are they going to manage COVID-19 on site. Employer should train employees on daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

## **24. MONTHLY REPORTING**

- The Principal Contractor is required to provide DPWI with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

## **25. PROJECT CLOSE-OUT**

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.



### ACKNOWLEDGEMENT

I, .....representing .....

Contractor have satisfied myself with the content of the Project Specific Health and Safety Specification (PSHSS) and shall ensure that the Contractor and his/her personnel comply with all the relevant obligations in respect thereof.

.....

**Signature of Contractor**

.....

**Date**

.....

**Signature of Client/Agent**

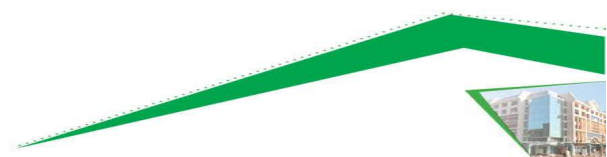
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**Date**



#### ANNEXURE 1: BASELINE RISK ASSESSMENT

Task/Activity	Hazard	Risk	Consequence	Rating	Controls
Transportation of material to site	<ul style="list-style-type: none"> <li>Unsafe road conditions</li> <li>Un-road worthy vehicles</li> <li>Equipment and material not safely secured</li> <li>Incompetent drivers</li> <li>Driving under the influence of alcohol</li> <li>Inclement weather</li> <li>Speeding</li> <li>Slippery road</li> <li>Narrow road</li> </ul>	<ul style="list-style-type: none"> <li>Overtaking vehicles</li> <li>Vehicle collisions</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Property damages</li> <li>Third party liability</li> </ul>	M	<ul style="list-style-type: none"> <li>Adherence to the speed limit</li> <li>Only competent/ authorised drivers should operate the vehicle</li> <li>Inspection of vehicles</li> <li>Equipment and material to be properly secured</li> <li>Alcohol testing to be done</li> <li>The road to be paved to prevent accidents</li> <li>Traffic control to be implemented to avoid collisions</li> </ul>
Offloading of material	<ul style="list-style-type: none"> <li>Faulty machinery</li> <li>Poor ergonomics</li> <li>Equipment (suspended load) falling on employees</li> <li>Unsafe slings and guide ropes</li> <li>Uneven surface</li> </ul>	<ul style="list-style-type: none"> <li>Hands can be caught in between materials</li> <li>Obstructed walkways by materials</li> <li>Unsafe stacking of materials</li> </ul>	<ul style="list-style-type: none"> <li>Hand injuries</li> <li>Back injuries</li> </ul>	M	<ul style="list-style-type: none"> <li>The correct PPE must be worn</li> <li>Designate the stacking areas and put signs</li> <li>Stacking and storage inspector must be appointed and in charge</li> </ul>
Clearing the worksite	<ul style="list-style-type: none"> <li>Dust generation</li> </ul>	<ul style="list-style-type: none"> <li>Inhalation of dust</li> </ul>	<ul style="list-style-type: none"> <li>Respiratory irritation</li> <li>Allergic reaction</li> <li>Sinusitis</li> </ul>	M	<ul style="list-style-type: none"> <li>Wear job specific PPE</li> <li>Suppress dust with water</li> </ul>
Site establishment	<ul style="list-style-type: none"> <li>Sharp objects/ wires</li> <li>Uneven surface</li> <li>Faulty connection</li> <li>Poor ergonomics</li> <li>Falling objects</li> <li>Inadequate security services</li> <li>Not enough welfare facilities e.g. toilets, change rooms and lockers</li> </ul>	<ul style="list-style-type: none"> <li>Cuts</li> <li>Slips and trips</li> <li>Damage to services</li> <li>Using the environment as ablution facilities</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Back strains and injuries</li> <li>Crime, theft, fights</li> <li>Contracting of communicable diseases</li> <li>Soil, water pollution</li> </ul>	M	<ul style="list-style-type: none"> <li>Supervisors to plan during site set up and induct employees</li> <li>A competent electrician must be appointed to connect electrical wires to the site offices and Distribution Board.</li> <li>Ensure there are welfare facilities on site for health and hygiene purposes</li> <li>Awareness on hygiene and use of ablution facilities</li> <li>Detailed Risk Assessment must be drawn before any</li> </ul>
Brickwork	<ul style="list-style-type: none"> <li>Improper use of hand-tools</li> </ul>	<ul style="list-style-type: none"> <li>Injuries to workers when</li> </ul>	Serious injuries	H	<ul style="list-style-type: none"> <li>Appoint a hand tools inspector to inspect</li> </ul>



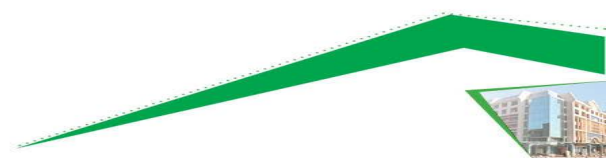
	<ul style="list-style-type: none"> <li>Ergonomic stressors</li> <li>Cutting bricks</li> </ul>	working with unsafe hand-tools			<p>tools at least once a month.</p> <ul style="list-style-type: none"> <li>Inspection records to be kept on file</li> <li>Provide &amp; maintain safe hand tools</li> <li>Provide suitable PPE (hand gloves)</li> </ul>
Working at heights	<ul style="list-style-type: none"> <li>Unstable platforms</li> <li>Unsafe ladders and scaffolding</li> </ul>	Fatal falls often resulting to permanent disabilities and death	<ul style="list-style-type: none"> <li>Serious body injuries</li> <li>Death in worst cases</li> </ul>	H	<ul style="list-style-type: none"> <li>The Principal contractor will be required to submit with health and safety plan the fall prevention plan, including a risk assessment and working at height questionnaire for employees.</li> <li>Include in the fall prevention plan a process for the evaluation of the employee's medical fitness.</li> <li>Roof erectors are to be competent to carry the work.</li> <li>Safe access to the roof must be carefully planned in order to select the most appropriate method and equipment.</li> </ul>
Electrical installation	<ul style="list-style-type: none"> <li>Electricity</li> <li>Incompetent personnel</li> <li>Wrong tools</li> <li>Damaged cables</li> </ul>	<ul style="list-style-type: none"> <li>Contact with live electricity</li> <li>Incompetent person connecting electricity</li> <li>Electric shocks</li> </ul>	<ul style="list-style-type: none"> <li>Electrocution</li> <li>Serious injuries</li> </ul>	H	<ul style="list-style-type: none"> <li>Follow lock out procedure</li> <li>Ensure that equipment are earthed to an approved earthing point</li> <li>Ensure a zero potential test is performed for electricity is isolated</li> <li>Inspect all tools</li> <li>Use correct tools for the job</li> <li>Appoint a competent electrician/ technician</li> <li>Wear task specific PPE</li> <li>Ensure that there are no exposed wires on the cables</li> </ul>
Entry and exit	<ul style="list-style-type: none"> <li>No access control</li> </ul>	<ul style="list-style-type: none"> <li>Unauthorised entry into the construction sit</li> </ul>	<ul style="list-style-type: none"> <li>Injuries to employee</li> </ul>	M	<ul style="list-style-type: none"> <li>Appoint a full time, PSIRA registered security guard on</li> </ul>



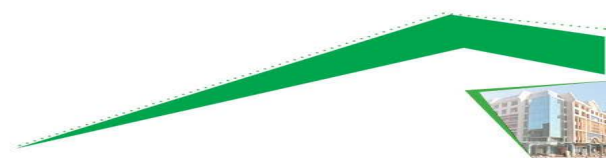
			<ul style="list-style-type: none"> <li>Theft of tools and material</li> </ul>		Site.
Site security	<ul style="list-style-type: none"> <li>Unsafe camp site</li> </ul>	<ul style="list-style-type: none"> <li>Inadequate security / no security</li> </ul>	<ul style="list-style-type: none"> <li>Injuries, theft / criminal activities</li> </ul>	M	Appoint PSIRA accredited security guard
Locating existing pipes/ services	<ul style="list-style-type: none"> <li>Existing underground services</li> </ul>	<ul style="list-style-type: none"> <li>Explosion,</li> <li>Electrocution</li> <li>Damage to services</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Property damages</li> </ul>	M	<ul style="list-style-type: none"> <li>Get existing pipe drawings</li> <li>Check relevant Authority (e.g. power, water, gas, council) records for location of services.</li> <li>If in doubt use experienced/ accredited service locators.</li> <li>When using hand prodders to locate pipes, prodders must never be driven in to the ground by hammers or other implements.</li> </ul>
Pipe work	<ul style="list-style-type: none"> <li>Removing the old pipe</li> </ul>	<ul style="list-style-type: none"> <li>Poor lifting technique</li> <li>Exposure asbestos pipe</li> <li>Damage to adjacent services</li> </ul>	<ul style="list-style-type: none"> <li>Contracting diseases</li> <li>Loss of services</li> <li>Personal Injuries</li> </ul>	M	<ul style="list-style-type: none"> <li>Compliance to Asbestos Regulations</li> <li>Safe working method to be implemented</li> <li>Proper identification for existing services</li> </ul>
	<ul style="list-style-type: none"> <li>Installation of a pipe</li> </ul>	<ul style="list-style-type: none"> <li>Poor lifting technique</li> <li>Manual handling</li> <li>Falling of material</li> <li>Incorrect connections</li> </ul>	<ul style="list-style-type: none"> <li>Hand injuries</li> <li>Back pains</li> <li>Property damage</li> <li>Loss of services</li> </ul>	M	<ul style="list-style-type: none"> <li>Safe working method must be implemented</li> <li>Supervision</li> <li>Correct PPE must be worn</li> </ul>
	<ul style="list-style-type: none"> <li>House connections</li> </ul>	<ul style="list-style-type: none"> <li>Unsafe connections</li> </ul>	<ul style="list-style-type: none"> <li>Loss of services</li> </ul>	M	<ul style="list-style-type: none"> <li>Safe working procedure must be implemented.</li> </ul>
Storage of materials on site	<ul style="list-style-type: none"> <li>Poor stacking and storage</li> </ul>	Trips and falls	Injuries	L	Proper stacking storage of materials at designated places.
Compacting	<ul style="list-style-type: none"> <li>Compactor</li> <li>Noise</li> <li>Dust</li> <li>Vibration</li> </ul>	<ul style="list-style-type: none"> <li>In-competent employee using the compactor</li> <li>Hearing loss</li> <li>Hand-arm vibration syndrome</li> <li>Inhalation of dust</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> <li>Respiratory problems</li> </ul>	M	<ul style="list-style-type: none"> <li>Use of ear muffs by compactor operator</li> <li>Dust mask to be worn by compactor operator</li> <li>Compactor operator to be declared competent before using the machine</li> </ul>



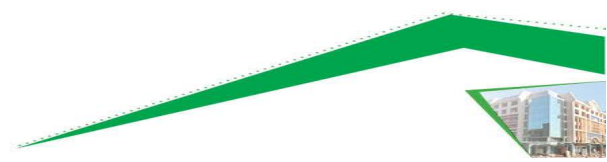
Storage of HCS	<ul style="list-style-type: none"> <li>Hazardous chemical substance</li> <li>Improper labelling of chemical containers</li> </ul>	<ul style="list-style-type: none"> <li>Inhalation</li> <li>Skin contact</li> <li>Contact with combustion sources</li> <li>Accidental consumption of flammable liquids</li> </ul>	<ul style="list-style-type: none"> <li>Respiratory illnesses</li> <li>Dermatitis</li> <li>Fires</li> <li>Illnesses</li> </ul>	M	<ul style="list-style-type: none"> <li>Use chemicals in a ventilated environment</li> <li>Provide MSDS</li> <li>Provide proper PPE</li> <li>Train employees on the content of MSDS</li> <li>Train employees on the hazards associated with the use of chemicals</li> </ul>
Housekeeping	<ul style="list-style-type: none"> <li>Poor housekeeping</li> </ul>	<ul style="list-style-type: none"> <li>Slip, trip and fall injuries</li> </ul>		L	<ul style="list-style-type: none"> <li>Maintain proper housekeeping on site</li> <li>Remove waste on a regular basis from site</li> </ul>
Plastering	<ul style="list-style-type: none"> <li>Unsafe tools being used</li> <li>Manual mixing of concrete</li> </ul>	<ul style="list-style-type: none"> <li>Skin irritation</li> <li>Ergonomic stress</li> </ul>	<ul style="list-style-type: none"> <li>Dust inhalation</li> </ul>	M	<ul style="list-style-type: none"> <li>Use of PPE</li> <li>Guarding off site on work areas</li> </ul>
Paintwork	<ul style="list-style-type: none"> <li>Skin irritation</li> <li>Fumes inhalation</li> </ul>	<ul style="list-style-type: none"> <li>Dermatitis</li> <li>Respiratory diseases</li> </ul>	<ul style="list-style-type: none"> <li>Breathing problems</li> <li>Allergic reactions</li> </ul>	H	<ul style="list-style-type: none"> <li>Use of PPE</li> <li>Certify workers medically fit for such work</li> </ul>
Demolition Works	<ul style="list-style-type: none"> <li>Dust</li> <li>Collapsing of the structure</li> </ul>	<ul style="list-style-type: none"> <li>Noise</li> <li>NIHL</li> </ul>	<ul style="list-style-type: none"> <li>Hearing loss</li> <li>Noise pollution</li> </ul>	H	<ul style="list-style-type: none"> <li>Guarding/barricading of site</li> <li>Appoint demolition supervisor</li> <li>Develop a demolition plan</li> </ul>
Excavation	<ul style="list-style-type: none"> <li>Unstable excavation walls</li> <li>Water accumulation</li> <li>Excavations not barricaded</li> </ul>	<ul style="list-style-type: none"> <li>Collapsing of the trenches</li> <li>Drowning</li> <li>Falling into excavation</li> </ul>	<ul style="list-style-type: none"> <li>Fractures</li> <li>Body injuries</li> </ul>	M	<ul style="list-style-type: none"> <li>Where excavations will exceed 1.5 m in depth the contractor will be required to submit a method statement.</li> <li>Excavation work must be carried out under the supervision of a competent person, who has been appointed in writing, with at least two years' experience in excavation work.</li> <li>No person may be required or permitted to work in an excavation that has not been adequately shored or braced.</li> <li>No load or material may be placed near the edge of an excavation unless suitable shoring has been installed to be</li> </ul>



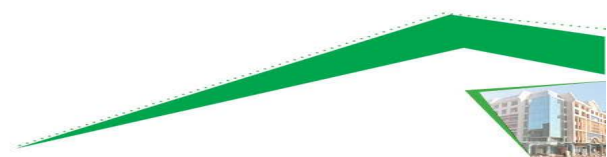
					<p>able to carry the additional load.</p> <ul style="list-style-type: none"> <li>Inspect all excavation prior shift commences</li> </ul>
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- EPWP SPECIFICATION WILL BE APPLICABLE.**
- FOR A FULL LIST OF THE SPECIFICATIONS, VISIT: [www.epwp.gov.za](http://www.epwp.gov.za)
    - LABOUR RATE WILL BE R**200/DAY**
  - CONTACTOR TO PROVIDE PPE FOR ALL GENERAL WORKERS ON SITE



## PART C2.3 : BILL OF QUANTITIES



	<p><b><u>SECTION 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b>MEANING OF TERMS "TENDER/TENDERER"</b></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><b>PRELIMINARIES</b></p> <p>The JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"</p> <p><b>PRICING OF PRELIMINARIES</b></p> <p>Should Option A, as set out in clause B10.3.1 hereafter be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p>	R	c
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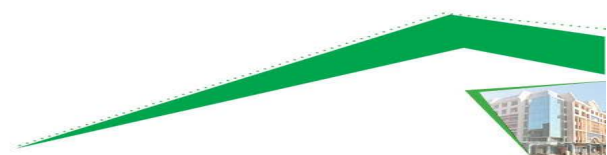
A1.0	<p><b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b></p> <p><b>DEFINITIONS</b></p> <p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of "<b>Commencement Date</b>" is added: <b>Each Item Carried to Collection</b></p> <p><b>"COMMENCEMENT DATE"</b> means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect.</p> <p>Clause 1.1 Definition of "<b>Constructions Guarantee</b>" is amended by replacing it with the following:</p> <p><b>"CONSTRUCTION GUARANTEE"</b> means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p>Clause 1.1 Definition of "<b>Construction Period</b>" is amended by replacing it with the following:</p> <p><b>"CONSTRUCTION PERIOD"</b> means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p>Clause 1.1 Definition of "<b>Corrupt Practice</b>" is added:</p> <p><b>"CORRUPT PRACTICE"</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>Clause 1.1 Definition of "<b>Fraudulent Practice</b>" is added:</p> <p><b>"FRAUDULENT PRACTICE"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of free and open competition</p>	R	c
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	<p>Clause 1.1 Definition of "<b>Interest</b>" is amended by replacing it with the following:</p> <p><b>"INTEREST"</b> means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>Clause 1.1 Definition of "<b>Principal Agent</b>" is amended by replacing it with the following:  <b>"PRINCIPAL AGENT"</b> means the person or entity appointed by the employer and named in the schedule. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p> <p>Clause 1.1 Definition of "<b>Security</b>" is amended by replacing it with following:  <b>"SECURITY"</b> means the form of security provided by the employer <b>or contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepared registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:          No clause          Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;"><b>Item</b></p> <p><b>OBJECTIVE AND PREPARATION OFFER, ACCEPTANCE AND PERFORMANCE</b></p> <p>Clause 2.0          Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;"><b>item.</b></p> <p><b>DOCUMENTS</b>          Clause 3.0</p>	<b>R</b>	<b>c</b>	
A2.0				
A2.0				



	<p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b>, to which the <b>employer, principal agent</b> and <b>agents</b> shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;">Item</p>	R	c
A4.0	<p><b>DESIGN RESPONSIBILITY</b></p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;">Item</p>		
A5.0	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.2, 34.3 and 38.5.8</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;">Item</p>		
A6.0	<p><b>SITE REPRESENTATIVE</b></p> <p>Clause 6.0</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p style="text-align: right;">Item</p>		



		Item		
		Each Item Carried to Collection		
A7.0	<b>COMPLIANCE WITH REGULATIONS</b>		R	c
	Clause 7.0			
	Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification			
	Fixed:_____Value related:_____Time related:_____	Item		
A8.0	<b>WORKS RISK</b>			
	Clause 8.0			
	Fixed:_____Value related:_____Time related:_____	Item		
A9.0	<b>INDEMNITIES</b>			
	Clause 9.0			
	Fixed:_____Value related:_____Time related:_____	Item		
A10.0	<b>WORKS INSURANCES</b>			
	Clause 10.0			
	Clause 10.0 is amended by the addition of the following clauses:			



### 10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

#### Each Item Carried to Collection

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(c.) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

### 10.6 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the employer against and **liability**, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whosoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any **liability**, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(c.) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

#### Each Item Carried to Collection

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(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e.) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portions of the **works** has been completed

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

#### 10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:



	<p><b>10.7.1 Damage to the works</b></p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b> bear the full risk of and hereby indemnifies and hold harmless the <b>employer</b> against and damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own cost</p> <p style="text-align: right;"><b>Each Item Carried to Collection</b></p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of, or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p>	R	c
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	<p>10.7.4 The <b>employer</b> shall be entitled to recover any all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p>		
A11.0	<p><b>LIABILITY INSURANCES</b></p> <p>Clause 11.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	R	c
A12.0	<p><b>EFFECTING INSURANCES</b></p> <p>Clause 12</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A13.0 A14.0	<p><b>No clause SECURITY</b></p> <p>Clause 14.0</p> <p>Clause 14.1 - 14.8 are amended by replacing them with the following</p> <p>14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be provided by the <b>contractor</b> to the <b>employer</b> will be a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p>		



	<p>14.1.2 The <b>employer</b> shall be entitled to recover expenses and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b>.</p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, or 14.7 as stated in the <b>schedule</b>. Such <b>security</b> shall be provided to the <b>employer</b> with the selected <b>security</b> within twenty-one (21) <b>calendar days</b> from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>14.3 Where <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to three per cent (3%) of the <b>contract value</b> (excluding VAT), and refund the balance to the <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) <b>calendar days</b> of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the <b>contract value</b> (excluding VAT), and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p>	R	c
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14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** with fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right to recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

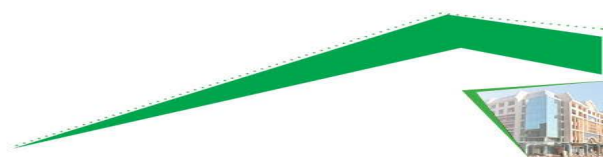
14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) has been selected:

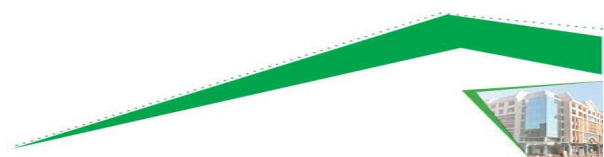
14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8



	<p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5 per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b></p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis matandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right to recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this <b>agreement</b></p>	R	c
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	<p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms 14.2, the <b>employer</b>, in his sole discretion and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), where after 14.7 shall be applicable</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A15.0	<p><b>EXECUTION</b></p> <p><b>PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with: No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The <b>security</b> selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calendar days of commencement date</b></p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	R	c
A16.0	<p><b>ACCESS TO THE WORKS</b></p> <p>Clause 16.0</p>		



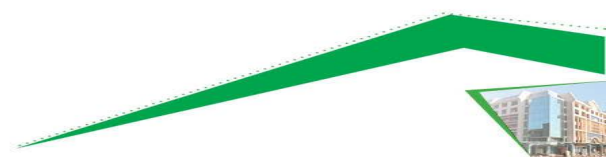
	Fixed: _____ Value related: _____ Time related: _____ Item		
A17.0	<b>CONTRACT INSTRUCTIONS</b>  Clause 17.0  Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b> "  Fixed: _____ Value related: _____ Time related: _____ Item		
A18.0	<b>SETTING OUT OF THE WORKS</b>  Clause 18.0  Fixed: _____ Value related: _____ Time related: _____ Item  <b>Each Item Carried to Collection</b>		
A19.0	<b>ASSIGNMENT</b>  Clause 19.0  Fixed: _____ Value related: _____ Time related: _____ Item	R	c
A20.0	<b>NOMINATED SUBCONTRACTORS</b>  Clause 20.0  Clause 20.1.3 is amended by replacing it with the following:  No clause  Note: See item B9.1 hereafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums  Fixed: _____ Value related: _____ Time related: _____ Item		



		<b>Item</b>		
A21.0	<b>SELECTED SUBCONTRACTORS</b>			
	Clause 21.0			
	Clause 21 is amended by replacing it with:			
	No clause			
	Fixed: _____ Value related: _____ Time related: _____			
	<b>Item</b>			
A22.0	<b>EMPLOYER'S DIRECT CONTRACTORS</b>			
	Clause 22.0			
	Fixed: _____ Value related: _____ Time related: _____			
	<b>Item</b>			
	<b>Each Item Carried to Collection</b>			
A23.0	<b>CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b>		<b>R</b>	<b>c</b>
	Clause 23.0			
	Fixed: _____ Value related: _____ Time related: _____			
	<b>Item</b>			
	<b>COMPLETION</b>			
A24.0	<b>PRACTICAL COMPLETION</b>			
	Clause 24.0			
	Fixed: _____ Value related: _____ Time related: _____			
	<b>Item</b>			
A25.0	<b>WORKS COMPETION</b>			
	Clause 25.0			
	Fixed: _____ Value related: _____ Time related: _____			
	<b>Item</b>			



A26.0	<p><b>FINAL COMPLETION</b></p> <p>Clause 26.0</p> <p>Clause 26.1.2 is amended by inserting the "#" next to 26.1.2</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
27.0	<p><b>LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 27.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p style="text-align: center;">Each Item Carried to Collection</p>	R	c
A28.0	<p><b>SECTIONAL COMPLETION</b></p> <p>Clause 28.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A29.0	<p><b>REVISION OF DATE FOR PRACTICAL COMPLETION</b></p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A30.0	<p><b>PENALTY FOR NON-COMPLETION</b></p> <p>Clause 30.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		



A31.1	<p><b>PAYMENT</b></p> <p><b>INTERIM PAYMENT TO THE CONTRACTOR</b></p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p><b>Alternative A</b></p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificate</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificate</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in the interim <b>payment certificate</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate in terms of 34.6</b> except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p><b>Alternative B</b></p> <p>31.8(B) Where <b>security</b> as a payment reduction in terms of 14.7 has been selected, the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p>	R	c
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	<p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the <b>final completion</b></p> <p>31.8(B).3 Ninety-ninety per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p style="text-align: right;"><b>Each Item Carried to Collection</b></p>		
	<p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>	<b>R</b>	<b>c</b>
A32.0	<p><b>ADJUSTMENT TO THE CONTRACT VALUE</b></p> <p>Clause 32.0</p> <p>Clause 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the <b>contractor</b>"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>		
A33.0	<p><b>RECOVERY OF EXPENSE AND LOSS</b></p>		



	<p>Clause 33.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A34.0	<p><b>FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p style="text-align: right;"><b>Each Item Carried to Collection</b></p> <p>Clause 34.13 is amended by replacing "seven (7) <b>calendar days</b>" with "twenty-one (21) <b>calendar days</b>" and deleting the words "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	R	c
A35.0	<p><b>PAYMENT TO OTHER PARTIES</b></p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A36.0	<p><b>CANCELLATION</b></p> <p><b>CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</b></p> <p>Clause 35.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p>		



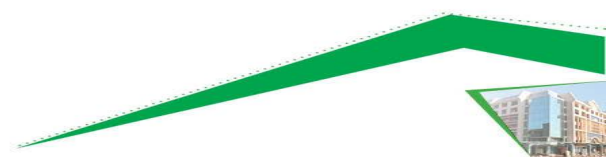
	<p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>36.3 is amended by removing the reference to "No clause" and replacing the words "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.0 is amended by the addition of the following clause:</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>			
A37.0	<p><b>CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</b></p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>			



	Fixed: _____ Value related: _____ Time related: _____			
	Item			
A38.0	<b>CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</b>  Clause 38.0  Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"  <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> Clause 38.0 is amended by the addition of the following clause:  38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever  Fixed: _____ Value related: _____ Time related: _____	R	c	
	Item			
A39.0	<b>CANCELLATION - CESSATION OF THE WORKS</b>  Clause 39.0  Clause 39.3..5 is amended by the addition of the following at the end of the sentence:  "with one hundred and twenty (120) <b>working days</b> of completion of such a report"  Fixed: _____ Value related: _____ Time related: _____			
	Item			
A40.0	<b>DISPUTE SETTLEMENT</b>  Clause 40.0			



	<p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
A41.0	<p><b>SUBSTITUTE PROVISIONS</b></p> <p><b>STATE CLAUSES</b></p> <p>Clause 41.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE (DPW-O4EC)</b></p>		
A42.0	<p>Clause 42.0</p> <p>Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p>		
		<b>R</b>	<b>c</b>
		<b>R</b>	<b>c</b>



	<b>SECTION B: JBCC PRELIMINARIES</b>			
B1.0	<b>DEFINITIONS AND INTERPRETATION</b>			
B1.1	<b>Definitions and interpretation</b>  See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.0	<b>DOCUMENTS</b>			
B2.1	<b>Checking of documents</b>  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.2	<b>Provisional bills of quantities</b>  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.3	<b>Availability of construction documentation</b>  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.4	<b>Interests of agents</b>  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.5	<b>Priced documents</b>  Fixed:_____Value related:_____Time related:_____			
	<b>Item</b>			
B2.6	<b>Tender submission</b>			



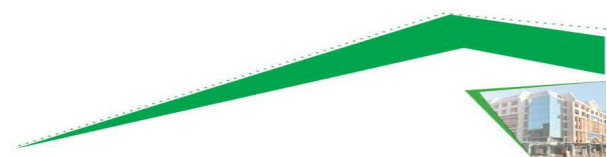
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"		
	<b>Each Item Carried to Collection</b>		
B3.0	<b>THE SITE</b>	<b>R</b>	<b>c</b>
B3.1	<b>Defined works area</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.2	<b>Geotechnical investigation</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.3	<b>Inspection of the site</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.4	<b>Existing premises occupied</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.5	<b>Previous work - dimensional accuracy</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.6	<b>Previous work - defects</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B3.7	<b>Services - known</b>  Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		



B3.8	<b>Services - unknown</b>  Fixed: _____ Value related: _____ Time related: _____ Item	R	c
B3.9	<b>Protection of trees</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B3.10	<b>Articles of value</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B3.11	<b>Inspection of adjoining properties</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B4.0	<b>MANAGEMENT OF CONTRACT</b>		
B4.1	<b>Management of the works</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B4.2	<b>Programme for the works</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B4.3	<b>Progress meetings</b>  Fixed: _____ Value related: _____ Time related: _____ Item		
B4.4	<b>Technical meetings</b>  Fixed: _____ Value related: _____ Time related: _____ Item		



B4.5	<b>Labour and plant records</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div> <b>Each Item Carried to Collection</b>		
B5.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURER' INSTRUCTIONS</b>	R	c
B5.1	<b>Samples of materials</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		
B5.2	<b>Workmanships samples</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		
B5.3	<b>Shop drawings</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		
B5.4	<b>Compliance with manufacturers' instructions</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		
B6.0	<b>TEMPORARY WORKS AND PLANT</b>		
B6.1	<b>Deposit and fees</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		
B6.2	<b>Enclosure of the works</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>		



B6.3	<b>Advertising</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>			
B6.4	<b>Plant, equipment, sheds and offices</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div> <b>Each Item Carried to Collection</b>			
B6.5	<b>Main notice board</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>	R	c	
B6.6	<b>Subcontractors' notice board</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>			
B7.0	<b>TEMPORARY SERVICES</b>			
B7.1	<b>Location</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>			
B7.2	<b>Water</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>			
B7.3	<b>Electricity</b>  Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>			
B7.4	<b>Telecommunication facilities</b>			



	Fixed: _____ Value related: _____ Time related: _____ Item			
B7.5	<b>Ablution facilities</b>  Fixed: _____ Value related: _____ Time related: _____ Item			
B8.0	<b>PRIME COST AMOUNTS</b>			
B8.1	<b>Responsibility for prime cost amounts</b>  Fixed: _____ Value related: _____ Time related: _____ Item Each Item Carried to Collection			
B9.0	<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>	R	c	
B9.1	<b>General attendance</b>  Fixed: _____ Value related: _____ Time related: _____ Item			
B9.2	<b>Special attendance</b>  Fixed: _____ Value related: _____ Time related: _____ Item			
B9.3	<b>Commissioning - fuel, water and electricity</b>  Fixed: _____ Value related: _____ Time related: _____ Item			
B10.0	<b>FINANCIAL ASPECTS</b>			
B10.1	<b>Statutory taxes, duties and levies</b>  Fixed: _____ Value related: _____ Time related: _____ Item			



B10.2	<b>Payment for preliminaries</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B10.3	<b>Adjustment of preliminaries</b>  Clause B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities / lump sum documents</b> "  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B10.4	<b>Payments certificate cash flow</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B11.0	<b>GENERAL</b>	R	c	
B11.1	<b>Protection of the works</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B11.2	<b>Protection / isolation of existing / sectional occupied works</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B11.3	<b>Security of the works</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B11.4	<b>Notice before covering work</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			



		<b>Item</b>		
B11.5	<b>Disturbance</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B11.6	<b>Environmental disturbance</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B11.7	<b>Works cleaning and clearing</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B11.8	<b>Vermin</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
	<b>Each Item Carried to Collection</b>			
B11.9	<b>Overhand work</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>	<b>R</b>	<b>c</b>
B11.10	<b>Instruction manuals and guarantees</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		
B11.11	<b>As built information</b>	Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>		



B11.12	<b>Tenant installations</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div>			
B12.0	<b>SCHEDULE OF VARIABLES</b>			
B12.1	<b>Schedule of variables</b>  Fixed:_____Value related:_____Time related:_____ <div>Item</div> <p>This <b>schedule</b> contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these <b>Preliminaries</b></p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[]</i> brackets</p> <p><b>12.1 PRE-TENDER INFORMATION</b></p> <p><b>12.1.1 Provisional bills of quantities</b>  <i>[2.2] The quantities are provisional</i>  (yes/no)</p> <p style="text-align: right;"><b>Each Item Carried to Collection</b></p> <p><b>12.1.2 Availabilities of construction documentation</b>  <i>[2.3] Construction documentation is complete</i>  (yes/no)</p> <p><b>12.1.3 Interests of agents</b>  <i>[2.4] Details:</i></p> <p><b>12.1.4 Defined works area</b>  <i>[3.1] Details:</i></p> <p><b>12.1.5 Geotechnical investigation</b>  <i>[3.2] Details:</i></p> <p><b>12.1.6 Existing premises occupied</b></p>	R	c	



	<p>[3.4] Specific requirements:</p> <p>12.1.7 <b>Previous work - dimensional accuracy</b> [3.5] Details:</p> <p>12.1.8 <b>Previous work - defects</b> [3.6] Details:</p> <p>12.1.9 <b>Services - known</b> [3.7] Details:</p> <p>12.1.10 <b>Protection of trees</b> [3.9] Specific requirements:</p> <p>12.1.11 <b>Inspection of adjoining properties</b> [3.11] Specific requirements:</p> <p>12.1.12 <b>Enclosure of the works</b> [6.2] Specific requirements:</p> <p>12.1.13 <b>Offices</b> [6.4.3] Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b>, minimum size 4 x 4 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times</p> <p style="text-align: center;"><b>Each Item Carried to Collection</b></p> <p>12.1.14 Main notice board [6.5] Specific requirements: The <b>contractor</b> shall provide, erect were directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be incised in dark green painted sans serif lettering</p>			
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	<p>12.1.15 <b>Subcontractors' notice board</b> [6.6] A notice board is required (yes/no) No Specific requirements:</p> <p>12.1.16 <b>Water</b> [7.2] Option A (by <b>contractor</b>) (yes/no) Yes</p> <p>Option B (by <b>employer</b> - free of charge) (yes/no) No</p> <p>Option C (by <b>employer</b> - metered) (yes/no) No</p> <p>12.1.17 <b>Electricity</b> [7.3] Option A (by <b>contractor</b>) (yes/no) Yes</p> <p>Option B (by <b>employer</b> - free of charge) (yes/no) No</p> <p>Option C (by <b>employer</b> - metered) (yes/no) No</p> <p>12.1.18 <b>Telecommunications</b> [7.4] Telephone (yes/no) Yes</p> <p>Facsimile (yes/no) No</p> <p>E-mail (yes/no) Yes</p> <p>12.1.19 <b>Ablution facilities</b> [7.5] Option A (by <b>contractor</b>) (yes/no) Yes</p> <p>Option B (by <b>employer</b>) (yes/no) No</p> <p style="text-align: right;"><b>Each Item Carried to Collection</b></p> <p>12.1.20 <b>Protection of existing/sectionally occupied works</b></p>		
		<b>R</b>	<b>c</b>



	<p>[11.2] Protection is required (yes/no) Yes</p>			
	<p>12.1.21 <b>Special attendance</b> [9.2] <b>Subcontractor</b> (1) details:</p> <p><b>Subcontractor</b> (2) details:</p> <p><b>Subcontractor</b> (3) details:</p> <p><b>Subcontractor</b> (4) details:</p>			
	<p>12.1.22 <b>Protection of the works</b> [11.1] Specific requirements:</p>			
	<p>12.1.23 <b>Disturbance</b> [11.5] Specific requirements: The <b>contractor</b> shall keep the site, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal</b> <b>agent</b></p>			
	<p>12.1.24 <b>Environmental disturbance</b> [11.6] Specific requirements:</p>			
	<p>12.2 <b>POST-TENDER INFORMATION</b></p>			
	<p>12.2.1 <b>Payment of preliminaries</b> [10.2] Option A (prorated) (yes/no)</p> <p>Option B (calculated) (yes/no)</p>			
	<p>12.2.2 <b>Adjustment of preliminaries</b> [10.2] Option A (three categories) (yes/no)</p> <p>Option B (detailed breakdown) (yes/no)</p>			
	<p>12.2.3 <b>Additional agreed preliminaries items</b> Details:</p>			



	Each Item Carried to Collection	R	c
	<p><b>SECTION C: SPECIFIC PRELIMINARIES</b></p> <p><b>Section C</b> contains specific preliminary items which apply to this contract except N/A (Not Applicable) appears against an item</p>		
C1.0	<p><b>CONTRACT DRAWINGS</b></p> <p>* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a <b>bills of quantities</b> or <b>lump sum document</b></p> <p>* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the <b>works</b> and the manner in which they are to be executed</p> <p>Should any part of the drawing not be clearly understood by the tenderer, he shall, before submitting his tender, obtain clarification in writing from the <b>principal agent</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
C2.0	<p><b>PREAMBLE</b></p> <p>The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Construction Guidelines"), and shall be read in conjunction with the <b>bills of quantities / lump sum document</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>		
	Each Item Carried to Collection		



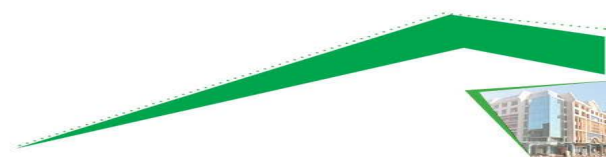
		R	c
C3.0	<p><b>TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities / lump sum document</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>Item</p>		
C4.0	<p><b>IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>Item</p>		
C5.0	<p><b>VIEWING THE SITE IN SECURITY AREAS</b></p> <p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purpose</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>Item</p>		
C6.0	<p><b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>Item</p>		



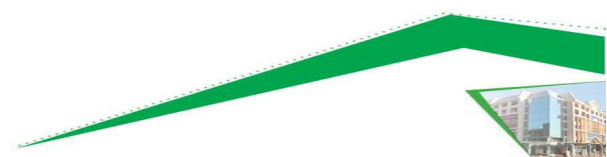
		Item		
C7.0	<b>ENTRANCE PERMITS TO SECURITY AREAS</b>  As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer  Fixed: _____ Value related: _____ Time related: _____ Item		R	c
C8.0	<b>SECURITY CHECK OF PERSONNEL</b>  The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or certain number of them, security classified In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any documents or information relating to the <b>works</b>  Fixed: _____ Value related: _____ Time related: _____ Item			
C9.0	<b>PROHIBITION ON TAKING PHOTOGRAPHS</b>  In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building civil works thereon or to be in possession of a camera or other apparatus used to taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e.)  Fixed: _____ Value related: _____ Time related: _____ Item <b>Each Item Carried to Collection</b>			
C10.0	<b>HIV/AIDS AWARENESS</b>		R	c



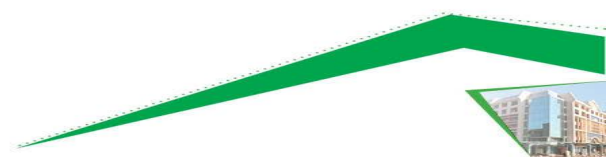
	<p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b>. Provision for pricing HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b></p>		
	<b>Total Carried to Summary</b>		



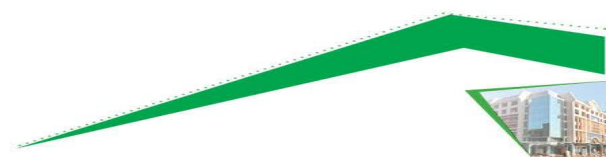
Item No		Unit	Quantity	Rate	Amount
	<b><u>SECTION No. 2</u></b>  <b><u>BILL No. 1</u></b>  <b><u>ALTERATIONS</u></b>  <b><u>PREAMBLES</u></b>  For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"  <b><u>SUPPLEMENTARY PREAMBLES</u></b>  <b><u>Proprietary products in descriptions</u></b>  Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.  <b><u>REMOVAL OF EXISTING WORK</u></b>  <b><u>Taking up and removing of stock fencing including concrete bases</u></b>				
1	Any damaged stock fencing including concrete posts Including any barbed wire, any gates attached and any other type of fencing attached	m	260		
	<b>Total Carried to Final Summary</b>				



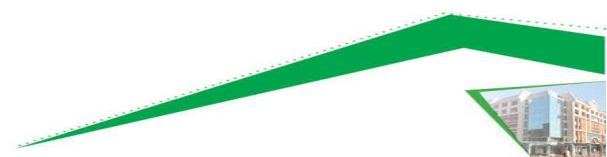
Item No		Unit	Quantity	Rate	Amount
	<b><u>SECTION No. 3</u></b>  <b><u>BILL No. 2</u></b>  <b><u>EARTHWORKS (PROVISIONAL)</u></b>  <b><u>PREAMBLES</u></b>  For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"  <b><u>SUPPLEMENTARY PREAMBLES</u></b>  <b><u>Proprietary products in descriptions</u></b>  Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.  <b><u>SITE CLEARANCE ETC</u></b>  <b><u>Site clearance</u></b>  1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bushes, etc and remove from site to a dumping site located by the contractor  <b><u>Excavation in earth not exceeding 2m deep:</u></b>  2 Bases.  <b><u>Extra over trench and hole excavations in earth for excavation in:</u></b>  3 Soft rock.  4 Hard rock.				
		m <sup>2</sup>	260		
		m <sup>3</sup>	8		
		m <sup>3</sup>	2		
		m <sup>3</sup>	1		
	<b>Total Carried Final Summary</b>				
	Section 3 Bill No. 2 Earthworks				



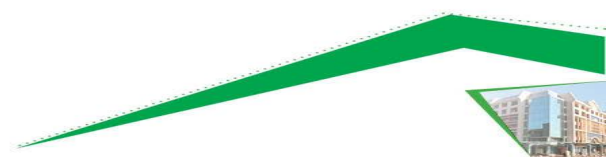
Item No		Unit	Quantity	Rate	Amount
	<b><u>SECTION No. 4</u></b>  <b><u>BILL No. 3</u></b>  <b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>  <b><u>PREAMBLES</u></b>  For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"  <b><u>SUPPLEMENTARY PREAMBLES</u></b>  <b><u>Proprietary products in descriptions</u></b>  Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.  <b><u>UNREINFORCED CONCRETE</u></b>  <b><u>UNREINFORCED CONCRETE EXCAVATED SURFACES</u></b>  <b><u>20MPa/ 20mm Concrete:</u></b>				
1	Bases (holes) (Provisional).	m <sup>3</sup>	8		
	<b>Total Carried to Final Summary</b>				
	Section 4 Bill No. 3 Concrete, Formwork and Reinforcement				



Item No		Unit	Quantity	Rate	Amount
	<p><b><u>SECTION No. 5</u></b></p> <p><b><u>BILL No. 4</u></b></p> <p><b><u>EXTERNAL WORKS</u></b></p> <p><b><u>NOTES</u></b></p> <p>For Preambles refer to "Department of Public Works &amp; Infrastructure: Specification of materials and methods to be used-PW371"</p> <p><b><u>GALVANISED HI-TEC SECURITY FENCE</u></b></p> <p>Hot dip galvanised coated security fence, gates, etc and setting out of fence system to be maintenance free and carry a minimum 10 year anti corrosion guarantee and 15 year functional guarantee in urban areas</p> <p>Panels: Welded mesh panels, with rectangular apertures, made from ZincAlu super wire and hot dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; Horizontal wire diameter: 4.00mm; Vertical wire diameter: 3.00mm, Weld strength: 60% of the minimum tensile strength of the wire; Tensile Strength Range of wire: 540-690N/m<sup>2</sup>; Height of panels: 2400mm; Width of panels: 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip zinc coated steel sheet (sendimir) Length of post: 3m; Post of post: 76mm x 76mm x 2mm. Holes in side flanges for lateral fixation for the panels with mini securifor brackets and plastic caps. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized. 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge,</p>				
1		m	260		

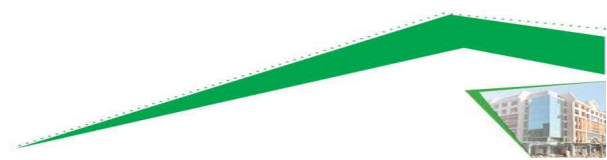


	internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Galvanized. Posts to be planted in: 300mm x 300mm x 600mm concrete base - 20Mpa/19mm.					
2	Sliding vehicular gate size 3.0 m x 2.4 m high to match clear view fence specification	No.	1			
3	Pull and push pedestrian gate size 0.9 m x 2.4 m high to match clear view fence specification	No.	1			
<b>Total Carried to Final Summary</b>						
Section 3 Bill No. 1 External Works						



<b><u>FINAL SUMMARY</u></b>				
<u>Section</u>		<u>Page</u>		
1	Section 1- Preliminaries			
2	Section 2 - Alterations			
3	Section 3 - Earth Works			
4	Section 4 - Concrete, Formwork and Reinforcement			
5	Section 5 - External Works			
	Sub-Total			
	<b><u>CONTINGENCIES</u></b>			
	Allow the sum of R100 000.00 (One Hundred Thousand Rand) for Contingencies to be used or deducted in full at the Representatives/Agents discretion			R 100 000,00
	Sub-Total			
	<u>ADD</u>			
	Value Added Tax 15%			
	<b>Total Carried to Form of Offer and Acceptance</b>			

- Any specification related enquiries may be directed to Sithembile Mputa at [sithembile.mputa@ecdpcw.gov.za](mailto:sithembile.mputa@ecdpcw.gov.za) or 071 685 7057/047 505 2770



## **DRAWINGS / ANNEXURES**

*REFER TO ALL ANNEXURES CONTAINED IN VOLUME 3*

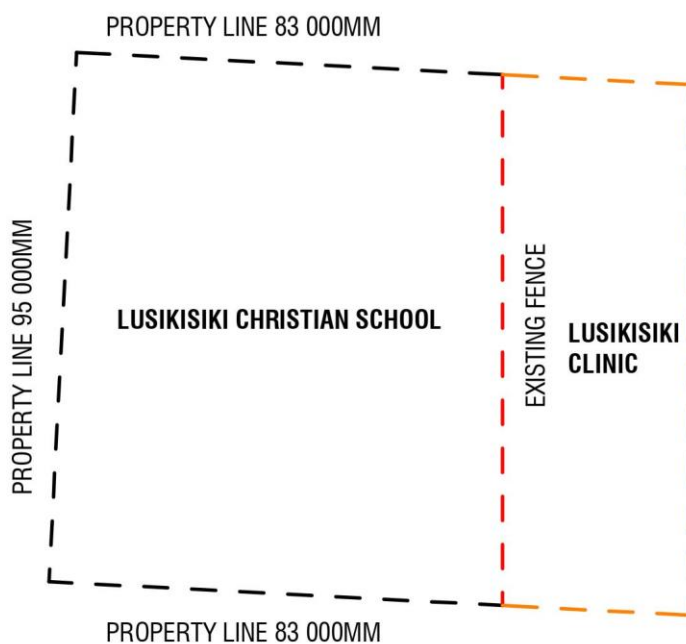


### PART 3 - LIST OF DRAWINGS/ANNEXURES

Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawing. The following drawings/annexure's shall be issued during the bid period to form part of the bid documentation. Where applicable to the Contractor at commencement of the construction phase.

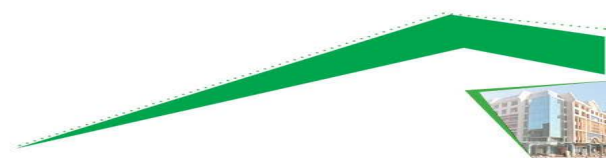
Annexure/Drawing	Description of drawing/Annexure	Date	Revision
	SG Diagramme Site plan that shows the facility to be fenced and fence line	Jan 2021	2
Section of fencing	Fence specification	Jan 2021	1

## SITE PLAN



## LUSIKISIKI CHRISTIAN SCHOOL





## **C3 SCOPE OF WORK (TERMS OF REFERENCE)**

### **C3 Scope of Work (Terms of Reference)**

The removal of old existing stock fence with concrete poles, etc  
Site clearance to maximum of 260 1-meter-wide on either side of fence  
Earth excavations not exceeding 2m dip  
Mass concrete to excavated holes  
Planting of poles to the concrete  
Installation of mesh  
Fixing of gates  
Cleaning of site

### **1.1 EMPLOYERS OBJECTIVES**

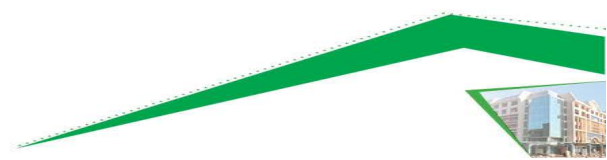
To construct the fence so that the property is protected from the intruders

### **1.2 OVERVIEW OF THE WORKS**

Construction of Clear View fencing for Lusikisiki Christian School

### **1.4 LOCATION OF THE WORKS**

Lusikisiki Christian School, Lusikisiki, OR Tambo Region



## PART C4. SITE INFORMATION



## C4.1 SITE INFORMATION

<b>Project title:</b>	<b>CONSTRUCTION OF FENCE FOR LUSIKISIKI COLLEGE OF EDUCATION COSTAL CLUSTER OFFICES</b>
<b>Project Number:</b>	<b>H5 – 21/22 - 0258</b>

### GENERAL

Refer to architect's drawings and SG diagram.