

QUOTATION

FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN

HO5-21/22-0256

NAME OF COMPANY:

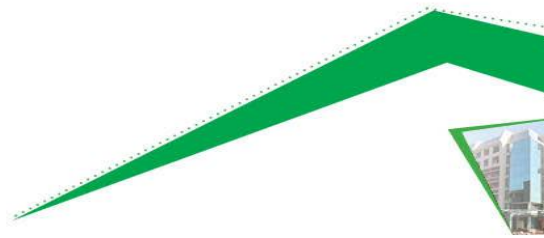
CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 27 January 2022

TIME: 11:00 am

Department of Public Works
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 **1SQ OR 1 SQ PE ONLY** in the following Class of works (**SQ**) tenders for **FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN**

The contract will be based on the GCC 2010.

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

Tender documents are downloadable for free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from the **17 DECEMBER 2021**.

Queries relating to the issue of these documents may be addressed in writing to Mr. Zamuxolo Billie- email: Zamuxolo.Billie@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to Mr. Sizwe Zenzile – email: Sizwe.zenzile@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPW&I is **11:00am** on **27 JANUARY 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“HO5-21/22-0256: “FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “QUOTATIONS”, BISHO.**

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.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

A. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

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

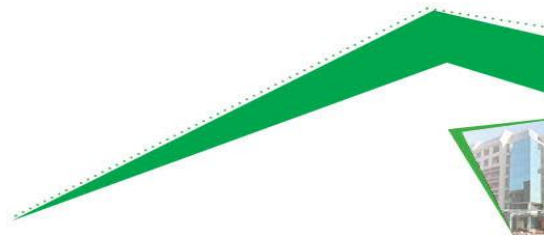
Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.

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

Maximum points on price	-	80 points
Maximum points for B-BBEE	-	20 points
Maximum points	-	100 points

B. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. 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.



3. 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
4. Bidders must ensure 2.8 and 2.11 of SBD4 (Declaration of interest) is completed correctly.
5. Tender validity period is **60 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**HO5-21/22-0256:**” **FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN**” must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “QUOTATIONS”, BISHO.**

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Mr Z. Billie

Tel No: **040 602 4563**

Email Address: Zamuxolo.Billie@ecdpw.gov.za

- **TECHNICAL ENQUIRIES**

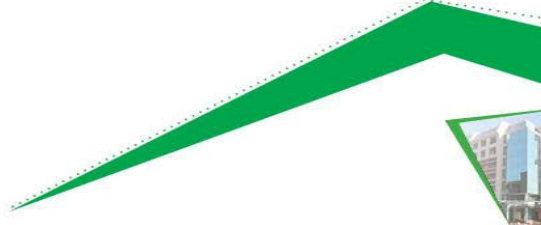
Mr. S. Zenzile

Tel No: **047 505 2831**

Email Address: Sizwe.zenzile@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

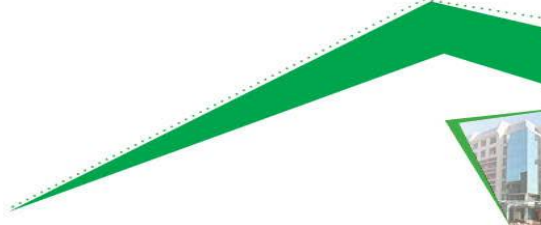
Call: 0800 701 701



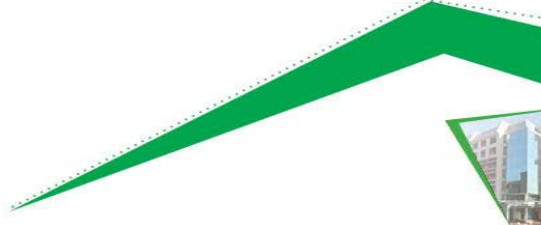
T1.2 Tender Data

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 F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

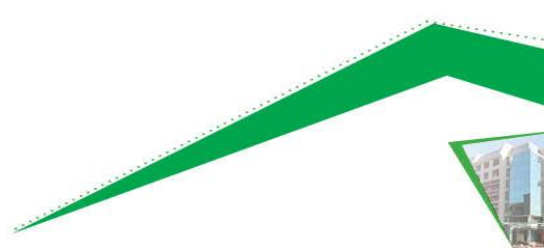
Clause number	Tender Data
3.1	The Employer is Department of Public Works and Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr. Zenzile.Sizwe Department of Public Works and Infrastructure Qhasana Building, Department of Public Works Independence Avenue Bhisho Tel: 047 505 2831 E-mail: Sizwe.zenzile@ecdpc.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations



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 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 Grade 1SQ AND 1SQ PE only in the class 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 Grade 1SQ PE class in terms of a) above and who satisfy the following criteria 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</p> <p>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>
4.2	<p>The employer will compensate the tender as follows as per the conditions of the Form of Contract signed or SLA. The employer will not 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>Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</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. 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. Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i></p>
4.10	<p>Tenderers are required to state the rates and currencies in Rands. 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. 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. Do not make erasures using masking fluid.</p>
4.12	<p>No alternative tender offers will be considered</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an original.</p>



	<p>Submit</p> <p>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</p> <p>b) the parts communicated electronically by the employer or its agents on paper format with the tender.</p>
4.13.2	<p>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.</p> <p>NOTE The employer holds all authorized signatories liable on behalf of the tenderer.</p>
4.13.3	<p>A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers.</p> <p>The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.</p>
4.13.5	<p>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:</p> <p>Location of tender box: DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "QUOTATIONS", BHISHO.</p> <p>Physical address: Independence avenue, Ground Floor, Qhasana Building, Bhisho 5605</p> <p>Identification details: HO5-21/22-0256, FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN</p>
4.15	
4.13.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 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. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.5	<p>A two-envelope procedure will not be required.</p>
4.13.5	<p>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</p>
4.13.6	<p>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.</p>
4.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p> <p>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.</p>
4.16.1	<p>The tender offer validity period is 60 days.</p> <p>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.</p>
4.16.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>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</p>



	<p>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.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.19	Access shall be provided for the following inspections, tests and analysis: N/A
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&I policy
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.</p> <p>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.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.4	Closing time for tenders at 11:00am hours
5.6	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.
5.8	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> 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. <p>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</p> <ul style="list-style-type: none"> 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. <p>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.</p>
5.9	<p>Arithmetical errors, omission and discrepancies</p> <p>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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

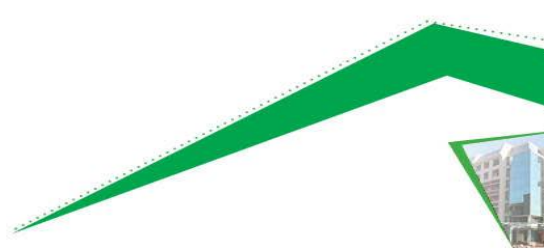


Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
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.		

5.11.4

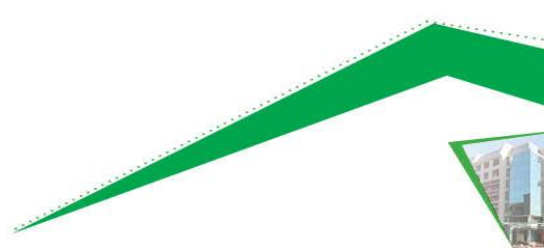
The procedure for the evaluation of responsive tenders is **Method 2: Prequalification, Price and Preference:**

Phase 1: Administrative requirements and Mandatory requirements
Phase 2: Price and preference (80/20 system)

PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

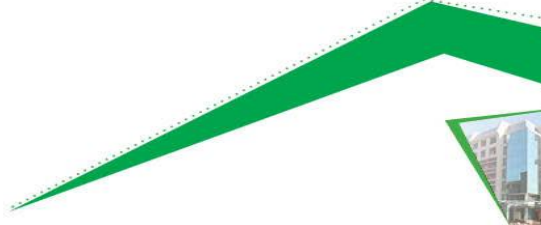
A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as "non-responsive" and will not be considered for further evaluation.
2. Bidders' proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation 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:
3. Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
4. The following Declarations must be duly completed and signed: **(SBD 8 and SBD 9)**.
5. The following Declaration must be duly 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.
6. Proposals that do not meet the specifications will be eliminated.
7. 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).
8. The following Annexures must be completed:
 - Annexure D - Resolution to Sign (if applicable)
9. Form of Offer- Pricing Schedule- Firm Prices – must be completed.
10. If the Bid Sum (amount in words) as per the SBD.1 differs from the BOQ, it will automatically invalidate the offer submitted.
11. Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
12. Form SBD1 "Part A" should be completed and "Part B" must fully completed (date, signature, amount).
13. Kindly be advised that tenderer are to submit an authorised copy of his/her recognized certificate as a Qualified Air Conditioning Technician.
14. Prospective tenderers are to have an official that holds valid Safe Handling of Refrigerant Certificates from recognized certified courses requiring consideration or registration

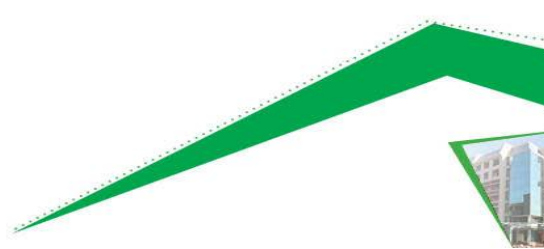


B. Other Conditions of bid/ Non eliminating

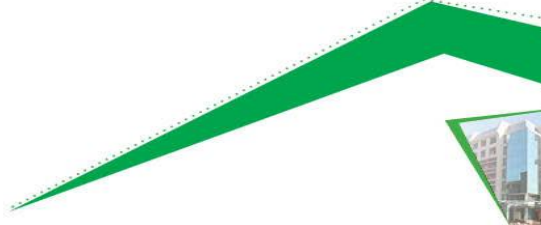
1. DPW&I Policy applies
2. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
3. The bidder must be registered on the Central Supplier Database (CSD) prior the award
4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
5. 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.
6. Tenderer are to submit an authorised copy of his/her recognized certificate as a qualified air conditioning and refrigeration technician or tenderer must submit a certificate of the person who will be executing the works.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Department will contract with the successful bidder by signing a formal contract.
14. 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.
15. 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.
16. 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 original copy).
17. 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. In case of a joint venture or consortium a valid original or certified copy of B-BBEE Certificate must submit a consolidated B-BBEE certificate. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavit, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BBEE contributor or higher. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.



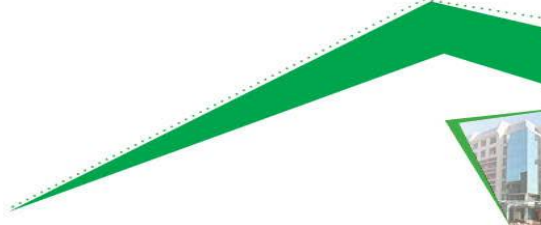
	<p>1. PHASE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2017</p> <table border="1" data-bbox="464 524 1321 667"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</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 W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 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. 	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								
5.11.5	The procedure for the evaluation of responsive tenders is Method 2 (Administrative, Price and Preference)								
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A								
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – N/A								
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A								
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity 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. 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. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 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; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration 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; 								



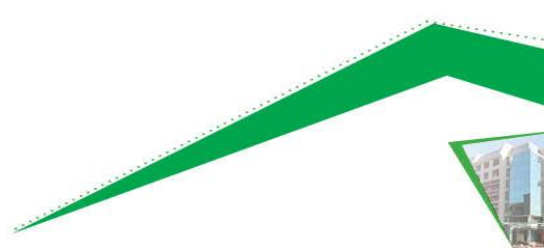
	<p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state 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 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. http://www.thedti.gov.za/industrialdevelopment/ip.jsp at no cost.</p> <p>n) 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>o) 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>p) 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>q) 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>r) NOTE: 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>s) 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>
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are:



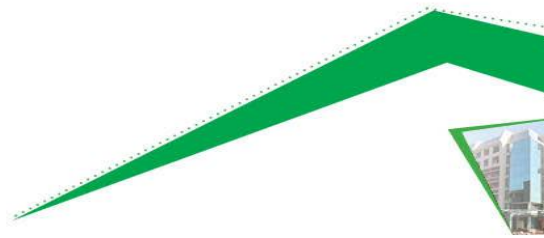
	<ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire SBD 1, 4, 8, 9, 6.1 Form of Offer and Acceptance Final Summary of Bills of Quantities or a complete Pricing Schedule
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> 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 www.sanas.co.za/directory/bbee_default.php) 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. A CSD Report for a contractor with valid and correct information. 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)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
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 COMPANY submitting a tender, include a copy of a resolution by its board of directors 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 CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.</p> <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects</p> <p>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>Canvassing and obtaining of additional information by tenderers 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>Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or 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 c) a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ul style="list-style-type: none"> a) a member of: - <ul style="list-style-type: none"> a) any municipal council; b) any provincial legislature; or c) the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature. <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>Awards to close family members of persons in the service of the state</p> <p>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"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <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>Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p>



	<p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <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 Adjudication route.
15	The department must be acting against the tenderer or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	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 CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations ; 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.



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)

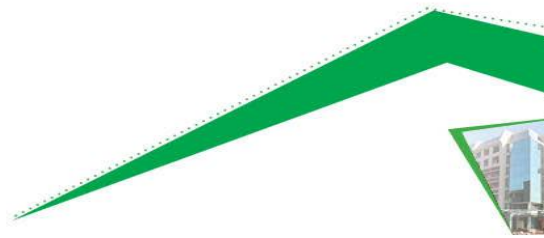
3 **Returnable Schedules that will be incorporated into the contract**

- 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, 8 and 9
- 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
- Sub contract agreement (where applicable) or intent to sub contract as per requirements.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
QUOTATION NUMBER:	HO5-21/22-0256	CLOSING DATE:	27 January 2022	CLOSING TIME:	11:00
DESCRIPTION:	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "QUOTATIONS", BHISHO.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zamuxolo Billie	CONTACT PERSON	Sizwe Zenzile		
TELEPHONE NUMBER	040 602 4563	TELEPHONE NUMBER	047 505 2831		
FACSIMILE NUMBER		FACSIMILE NUMBER	N / A		
E-MAIL ADDRESS	Zamuxolo.Billie@ecdpw.gov.za	E-MAIL ADDRESS	Sizwe.zenzile@ecdpw.gov.za		
SUPPLIER INFORMATION					
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		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]	b) 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]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:		
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.		
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.		
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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).		
2. TAX COMPLIANCE REQUIREMENTS		
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 WWW.SARS.GOV.ZA.		
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."		
For ease of reference, Bidders shall enter their Price in the space provided below:		
SERVICE REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
Bid for the FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN as per specification to the Eastern Cape Department of Public Works and Infrastructure	R..... (Carried over from BOQ)	..... ..... ..... ..... ..... (Carried over from BOQ)

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 authorised to do so on behalf of the enterprise:

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

Signed

Date

Name

Position



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 authorised 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, shareholder², 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.

¹“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.

²“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.

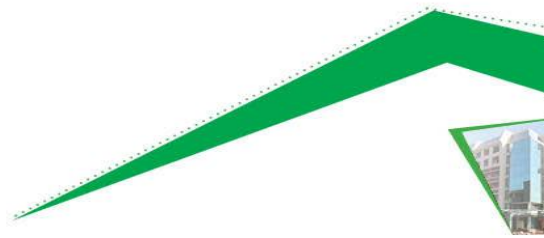
2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

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**

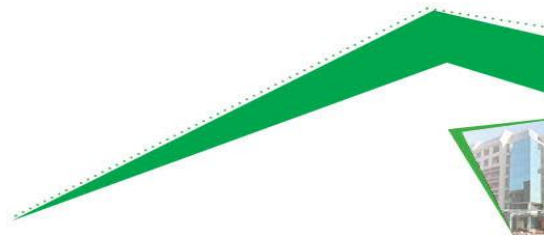
2.8.1 **If so, furnish particulars:**
.....
.....
.....

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 / Peral Number

4 DECLARATION

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

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

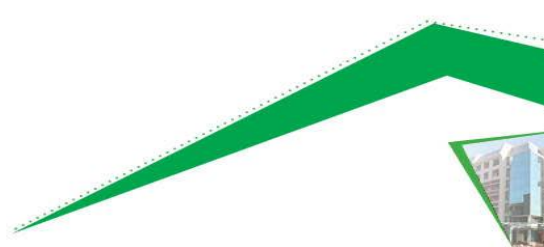
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
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:

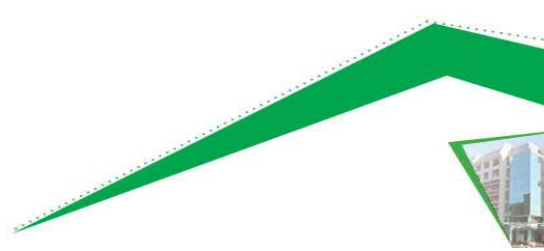
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

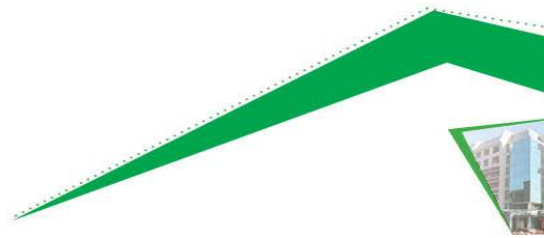
P_s = Points scored for price of bid under consideration

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"/>
-----	--------------------------	----	--------------------------

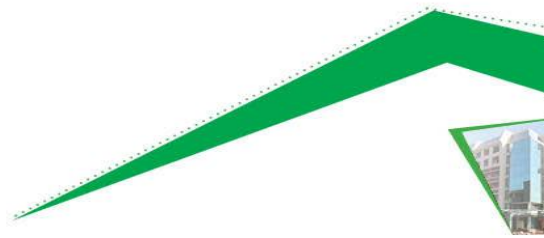
7.1.1 If yes, indicate:

- 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		
OR		
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

.....

.....

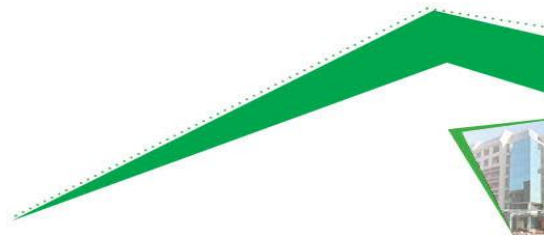
.....

.....

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

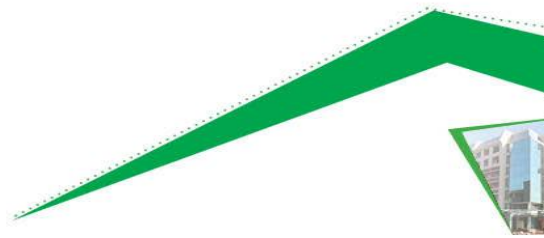
.....

.....

DECLARATION 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? (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).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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

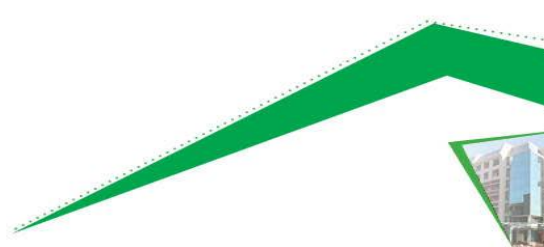
.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

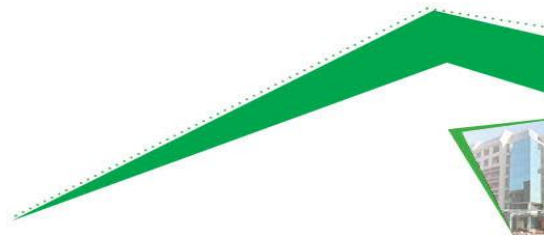
(Name of Institution)

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

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

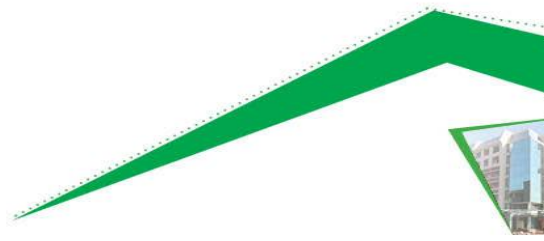
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....
Signature

.....
Date

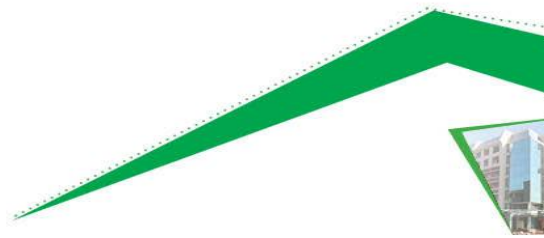
.....
Position

.....
Name of Bidder



***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE
CERTIFICATE***

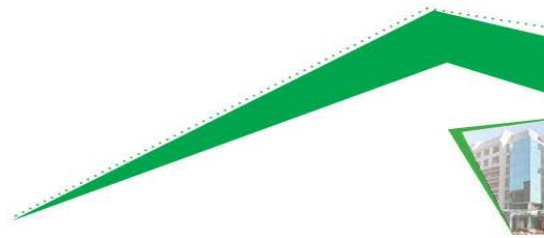
(IF APPLICABLE, ATTACH HERE)



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,

Full name & Surname	
Identity number	

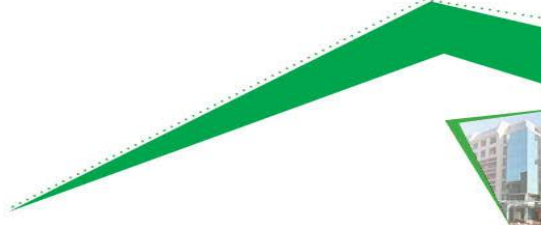
Hereby declare under oath as follows:

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<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"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

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 _____, (DATE ___ MONTH _____ YEAR _____ 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.**

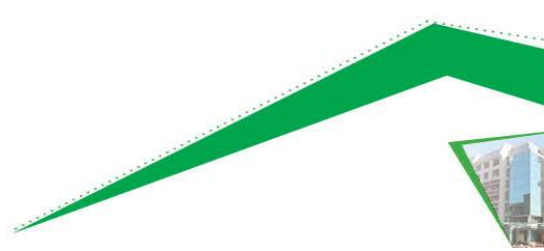
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than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



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

I, the undersigned,

Full name & Surname	
Identity number	

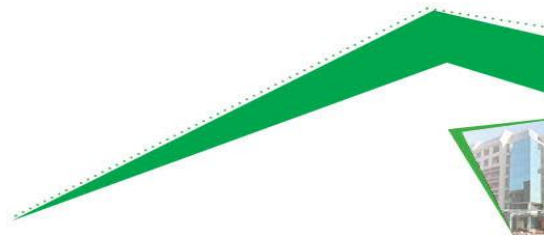
Hereby declare under oath as follows:

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 authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of “Black People”	<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"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior

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 _____, (DATE _____ MONTH _____ YEAR _____) 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.**

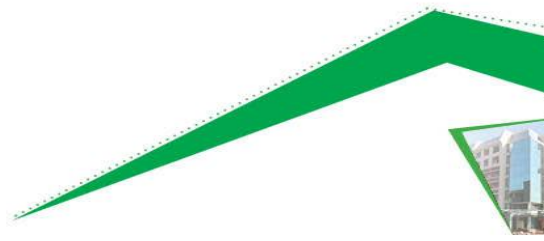
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

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
 - 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.

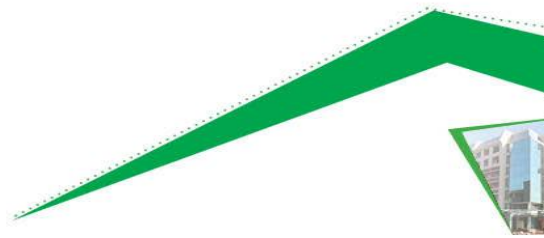
Deponent Signature: _____ Date: _____

Commissioner of Oaths
Signature & stamp

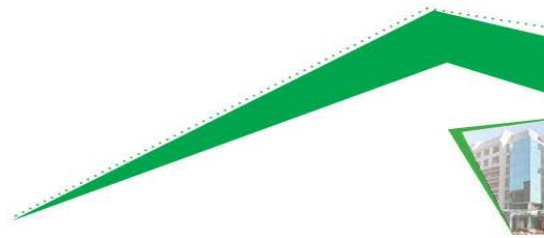


***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD
REPORT)***

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



Annex C
(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU number	HO5-21/22-0256

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)

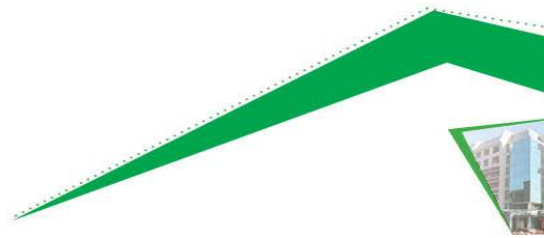
This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in 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.¹

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

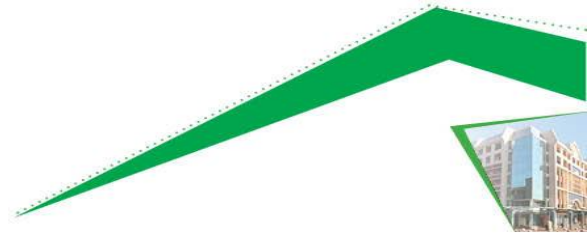
Schedule of Deviations

- 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.

¹ 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



B

RECORD OF ADDENDA TO BID DOCUMENTS

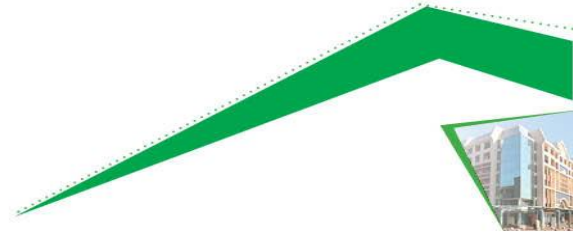
PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN		
SCMU NUMBER	HO5-21/22-0256		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



C

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.

PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU NUMBER	HO5-21/22-0256

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

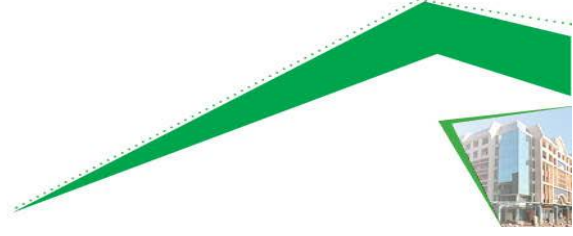
Signed

Date

Name

Position

Enterprise name



D

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 authorised 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: _____

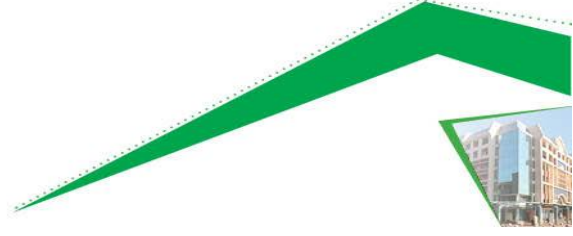
DATE: _____

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):



E

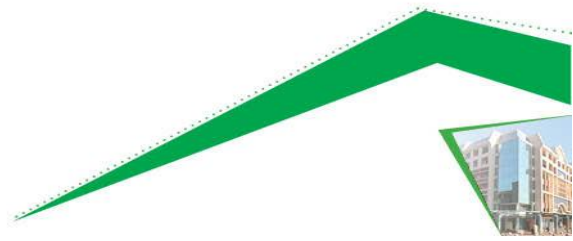
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU NUMBER	HO5-21/22-0256

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



F

SCHEDULE OF PROPOSED SUBCONTRACTORS (N/A FOR THIS TENDER)

PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU NUMBER	HO5-21/22-0256

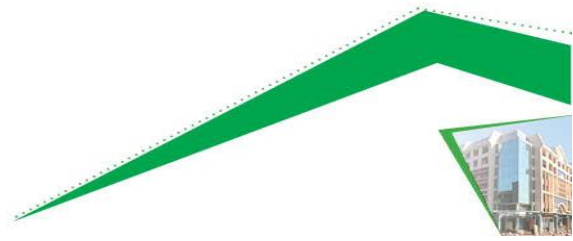
We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

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.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

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

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



G

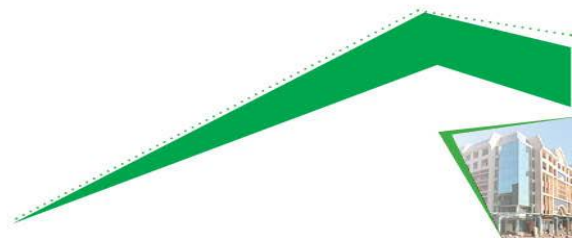
CAPACITY OF THE BIDDER

PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU NUMBER	HO5-21/22-0256
<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.

Signed:	.....	Date	.....
Name:	.....	Position	.....
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.

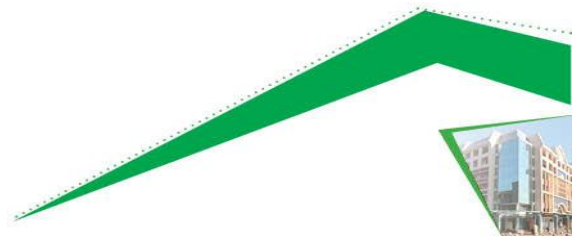
Signed.....

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.

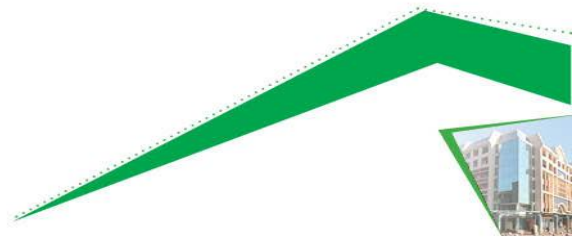
Signed

Date

Name

Position

Enterprise name



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 RANDB	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).

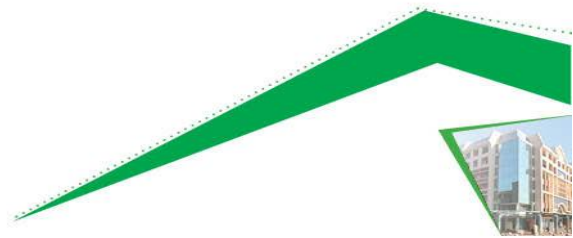
Signed

Date

Name

Position

Enterprise name



K

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					

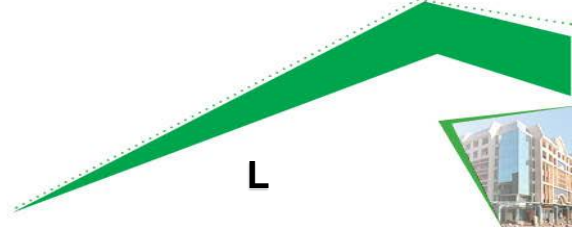
Signed

Date

Name

Position

Tenderer name



Project Reference Forms - 1

Project title:	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
Project Number:	HO5-21/22-0256

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						
TOTAL						

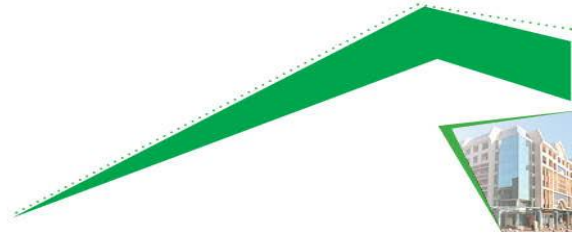
B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____



E-mail: _____

Thus signed at _____ on this _____ day of _____ year _____

Signature of principal agent

COMPANY STAMP

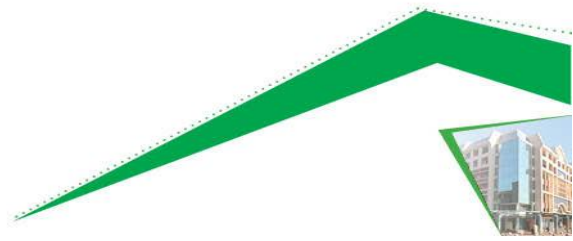
NOTE:

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 - 2

Project title:	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
Project Number:	HO5-21/22-0256

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.						
TOTAL						

B. Would you consider / recommend this tenderer again:

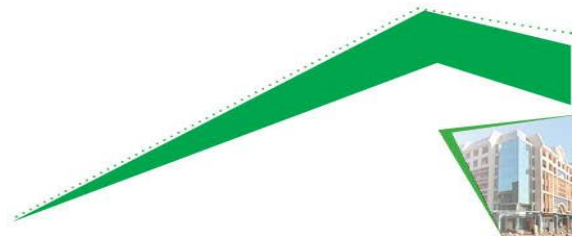
YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____



Thus signed at _____ on this _____ day of _____ year _____.

 Signature of principal agent

COMPANY STAMP

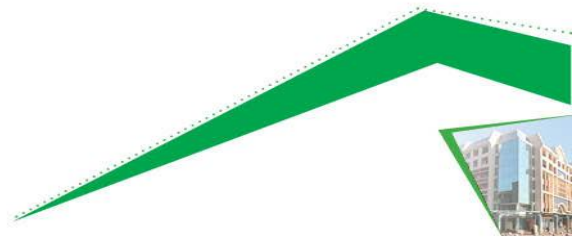
NOTE:

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 - 3

Project title:	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
Project Number:	HO5-21/22-0256

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.						
TOTAL						

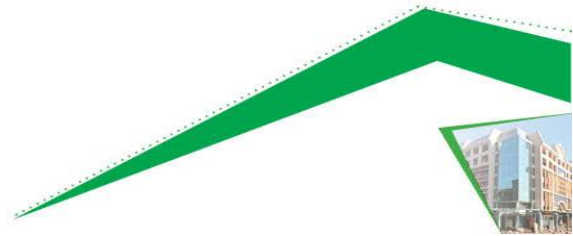
B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____



E-mail: _____

Thus signed at _____ on this _____ day of _____ year _____

 Signature of principal agent

COMPANY STAMP

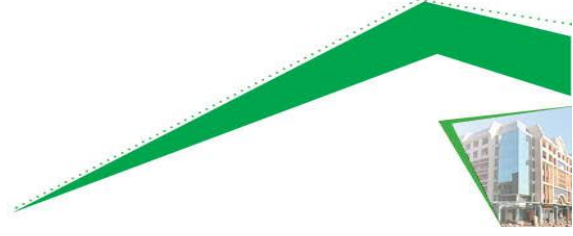
NOTE:

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

PROJECT TITLE	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
SCMU NUMBER	HO5-21/22-0256

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 Health to	Risk Environmental to	Risk to Public Safety	Control Measures
Maintenance and New Installation	Implementation of the approved risk assessment and employees	Electric Shock	N/A		PPE, Use of Scaffolding
Maintenance	Working on heights	Falling from Heights	N/A		PPE, Use of Scaffolding
Maintenance	Fire and explosion	Live lost and injuries	Smoke, Damage to property and environment	Dust inhalation	Use of PPE, guarding off site on work areas
Location, exposing & protection of the unknown existing services	Exposure to water, electrical, HVAC services	Long term breathing problems	Construction activities, vibration, dust	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

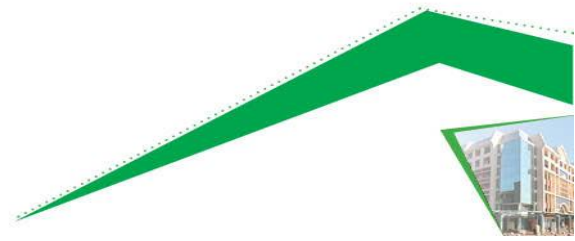
You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Enterprise name Name

Position



N

INFRASTRUCTURE INPUT MATERIAL

EASTERN CAPE

PROJECT NAME	FENCE FOR LUSIKISIKI KING HOUSE IN NEW TOWN
PROJECT DESCRIPTION (SCOPE)	SUPPLY, DELIVER, AND INSTALL
SCMU NUMBER	HO5-21/22-0256
CONTRACTOR NAME:	

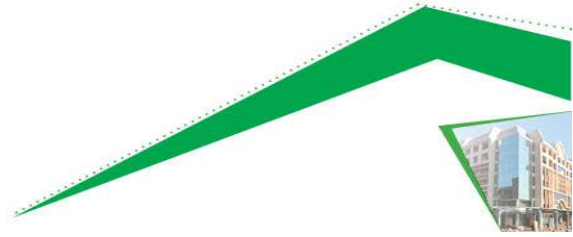
1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever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

A. BUILDING MATERIAL LISTS– (NEW INSTALLATION, REFURBISHMENTS & ALTERATION)

ITEM	MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1	COMPLETE 12000 BTU'S SPLIT UNITS	28	
2			
3			
4			
5			
6			
TOTAL			

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.



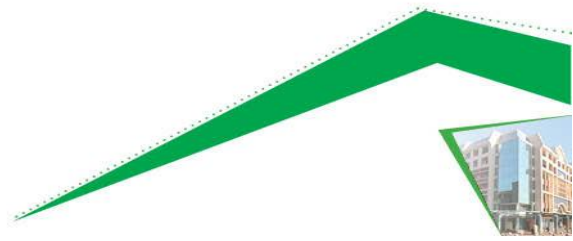
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

Representative of the Contractor (Name)

Signature

Date

VOLUME 2



SERVICE LEVEL AGREEMENT / CONTRACT AGREEMENT

Entered into between:

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
(Hereinafter called "the Employer", "Client" or "Purchaser" or client")

Duly represented by: _____

and

THE CONTRACTOR

(Hereinafter called "the Service Provider")

Duly represented by: _____

WHEREAS:

a) The Client and the Service Provider have concluded an agreement

at _____ on _____
Place Date

(Hereinafter called "the principal agreement" attached hereto);

Start date: _____ Anticipated end date: _____

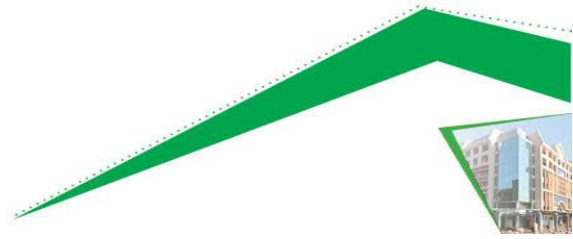
Contract duration: _____

b) The principal agreement is more clearly described as:

i) Appointment of _____;
(Name of Service Provider)

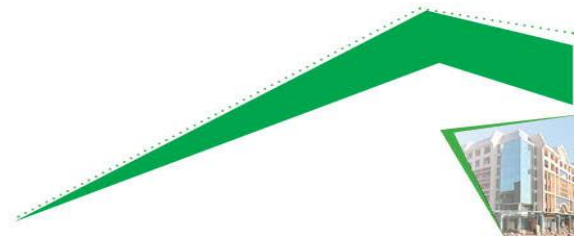
ii) Being in respect of _____
(Project Description)

iii) Contract number _____:



iv) Works generally located in _____:
(Region/ District/ Area)

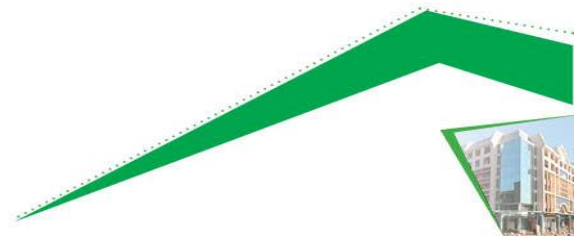
v) Contract Amount (R/c): _____
(Inclusive of Vat / Not Inclusive of Vat)



GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

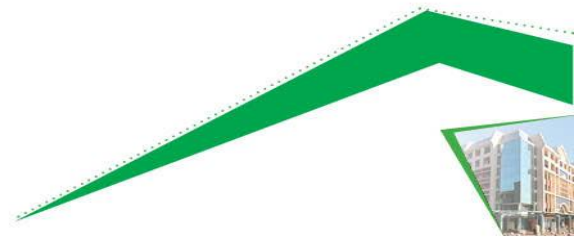


GENERAL CONDITIONS OF CONTRACT

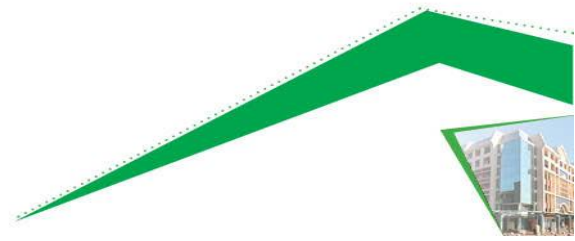
1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the employer or client and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the employer or client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“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 or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the employer or client under the contract.



- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Employer or client”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the employer or client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.
- 4. Standards**



4.1 The goods supplied and services performed shall conform to the standards mentioned in the bidding documents and specifications. The scope of work to be performed is indicated in the bid documents and bills of quantities.

5. Use of contract documents and information; inspection

5.1 The provider shall not, without the employer or client's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the employer or client in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The provider shall not, without the employer or client's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the employer or client and shall be returned (all copies) to the employer or client on completion of the provider's performance under the contract if so required by the employer or client.

5.4 The provider shall permit the employer or client to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the employer or client, if so required by the employer or client.

6. Patent rights

6.1 The provider shall indemnify the employer or client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the employer or client.

6.2 When a provider developed documentation/projects for the department, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department.

7. Performance security

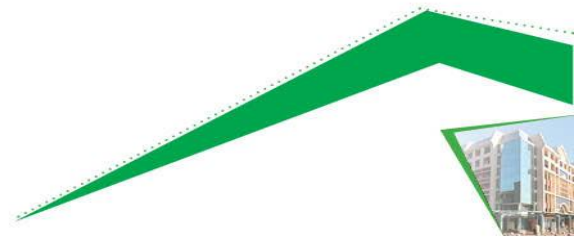
7.1 Within twenty-one (21) days of receipt of the notification of contract award, the success tenderer shall furnish to the employer or client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the employer or client as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the employer or client and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the employer or client's country or abroad, acceptable to the employer or client, in the form provided in the bidding documents or another form acceptable to the employer or client; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the employer or client and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.



8. Inspections, tests and analyses

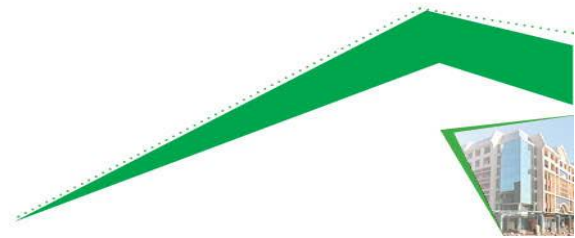
- 8.1 All pre-bidding testing will be for the account of the tenderer.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the employer or client or an organization acting on behalf of the employer or client.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the employer or client shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the employer or client.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the employer or client may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the employer or client to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the employer or client.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.



11. Insurance

- 11.1 The contractor shall furnish the department with the Proof of provident fund compliance certificate, Works, Public Liability and Support Insurance cover. These must be remaining valid for the duration of the contract.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

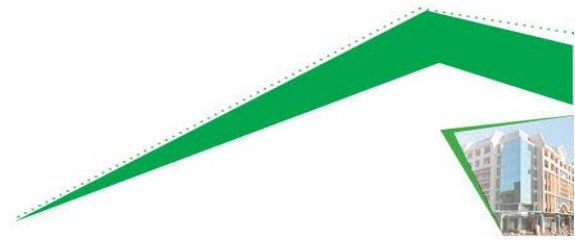
- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the employer or client's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

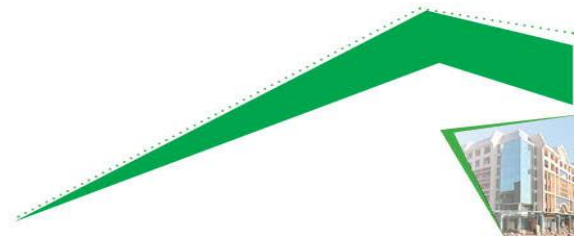
- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- 1) such spare parts as the employer or client may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the employer or client of the pending termination, in sufficient time to permit the employer or client to procure needed requirements; and
 - b) Following such termination, furnishing at no cost to the employer or client, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the employer or client's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.



- 15.3 The employer or client shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the employer or client.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the employer or client may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the employer or client may have against the provider under the contract.
- 16. Payment**
- 16.1 The service provider shall be paid under this contract after the work has been verified, quality checked and approved and agreed upon between the contractor and the departmental project manager.
- 16.2 The provider shall furnish the employer or client with an invoice accompanied by a copy of the bills of quantities indicating work done on site and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the employer or client, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader
- 16.5 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the employer or client's request for bid validity extension, as the case may be.
- 18. Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 20% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 20. Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the employer or client's prior written consent.
- 21. Subcontracts**



21.1 The provider shall notify the employer or client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the employer or client in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the employer or client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the employer or client shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the employer or client shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

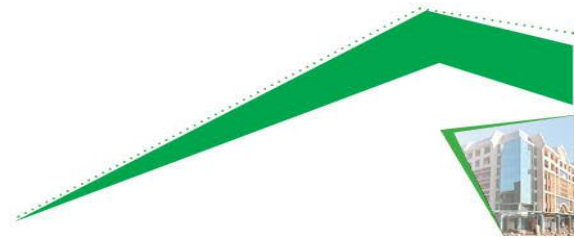
23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the employer or client shall, without prejudice to its other remedies under the contract, deduct from the contract price, a sum of R2.75c per R100 which is calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The employer or client may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination for Default

24.1 The employer or client, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the employer or client pursuant to GCC Clause 21.2;
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgment of the employer or client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the employer or client terminates the contract in whole or in part, the employer or client may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the employer or client for



any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-vailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the employer or client or the employer or client may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the employer or client in writing of such condition and the cause thereof. Unless otherwise directed by the employer or client in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

27.1 The employer or client may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the employer or client,

28. Settlement of Disputes

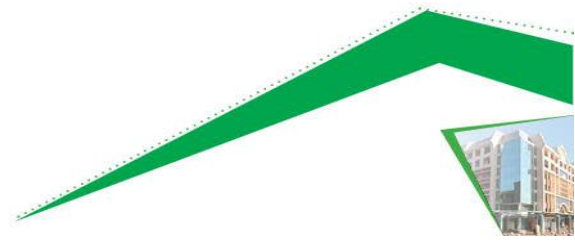
28.1 If any dispute or difference of any kind whatsoever arises between the employer or client and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the employer or client or the provider may give notice to the other party of his intention to commence with adjudication (refer to CIDB prescripts for procedures). No adjudication process in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of adjudication, it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the employer or client shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.



29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider shall not be liable to the employer or client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the employer or client; and
- (b) the aggregate liability of the provider to the employer or client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the employer or client's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the employer or client.
- 33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred tenderer are in order.

34. Transfer of Contracts

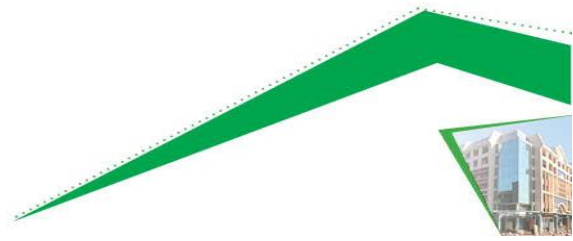
34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the employer or client.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. Duration

The contract duration is **3 Months**



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:.....
 (name of company / organisation) of
 (address) and.....
 (name of company / organisation) 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 authorised to sign for and on behalf of the first Party in the presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly authorised 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: _____

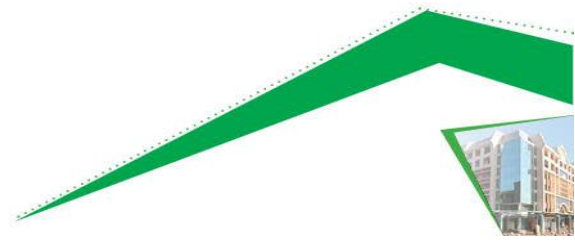
Witness:
 Name _____
 Address: _____

Witness:
 Name: _____
 Address: _____

Date: _____

Date: _____

Date: _____



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

IN

**CONSTRUCTION PROJECTS: FENCE FOR LUSIKISIKI KING HOUSE IN
NEW TOWN**

PUBLIC WORKS

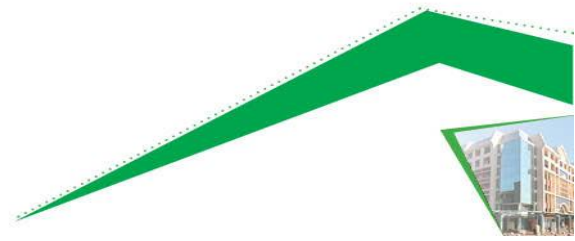
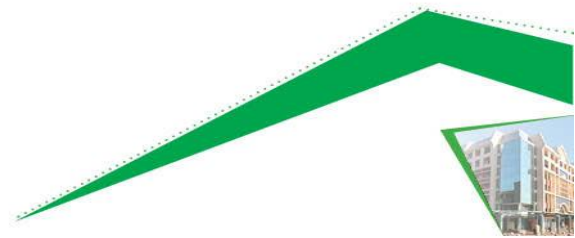


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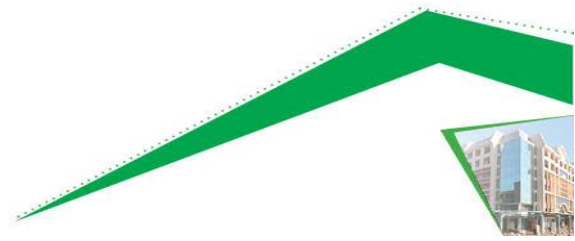
1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.



In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

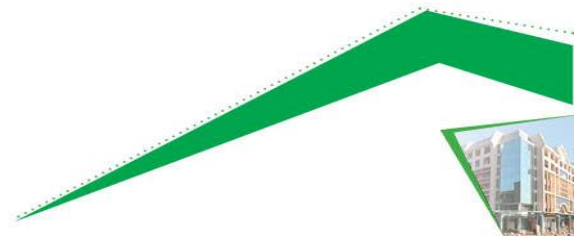
2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

This health and safety specification in respect of a construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1 This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).



Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3: This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4: The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

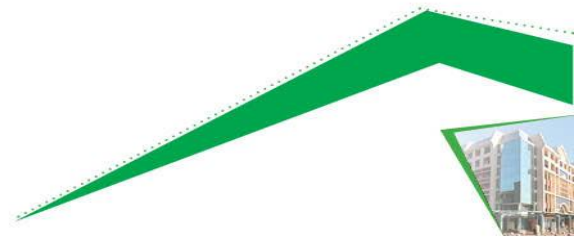
3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6, 7 and 8 of the construction regulation (2014).



To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

The contractor shall with respect to the site and the construction work that are contemplated:

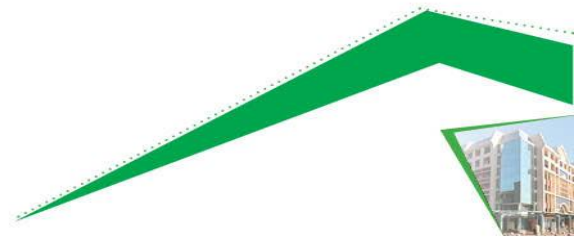
1. cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
2. evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
3. as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The contractor shall ensure that:

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; no structure or part of a structure is loaded in a manner which would render it unsafe; and
- account of information, if any, provided by the designer of the structure is taken into account in the risk assessment.

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.



4. DEFINITIONS

The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Accident – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

Agent – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

Client means Department of Public Works and Infrastructure

Competent person means a person who-

- (a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations. *Pr.CHSA* means a competent person who acts as a representative for a Client in terms of regulation (5)5.

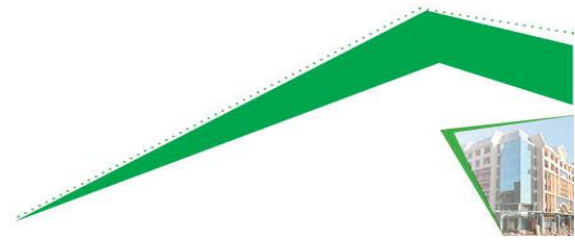
Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

contractor: person or organization that contracts to provide the work covered by the contract

contract manager: person appointed by the employer to administer the contract on his behalf

competent person: any person who:

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
- b) is familiar with the Act and applicable regulations made in terms of the Act



Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000, those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property

employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters. **This is a Construction Health & Safety Agent (SACPCMP)** – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations.

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

Construction Site means a work place where construction work is being performed;

Construction Supervisor means a competent person responsible for supervising construction activities on a construction site;

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

Construction work means any work in connection with –

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

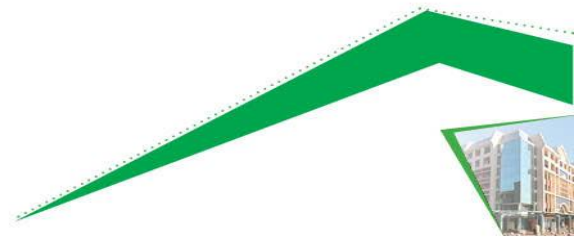
Construction Work Permit means a document issued in terms of regulation 3 of the Construction Regulations 2014;

CR refers to the Construction Regulations 2014.

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

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

Fall Protection Plan means a documented plan, which includes and provides for-



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

H&S – health and safety

hazard: 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.

Health and Safety File – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

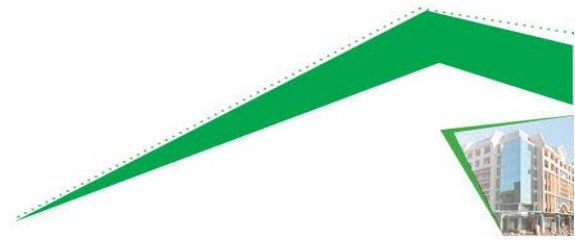
incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise 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 to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

Medical Certificate of Fitness means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;



Practical Completion Certificates- A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

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

reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

risk – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

safe: free from any hazard

Safety Officer – a person deemed competent by SACPCMP under the relevant category of registration.

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

structure:

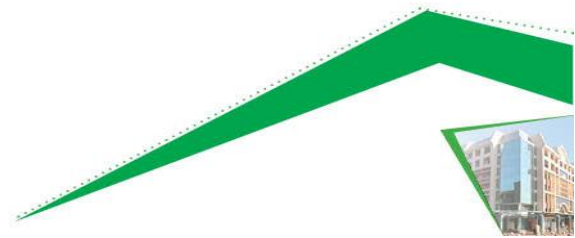
- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface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

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

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

workplace: any premises or place where a person performs work in the course of his employment



5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

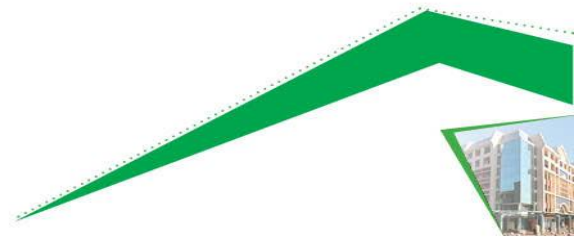
5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.2 **Communication, Participation & Consultation**

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')



- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

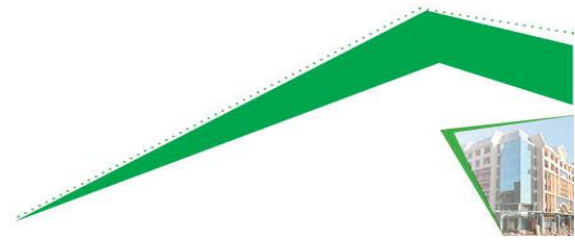
6. INTERPRETATION

- a) The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- b) Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.
- c) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer.
- d) The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- e) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.
- f) The words **Principal Contractor** and **Contractor** in this document are used interchangeable, unless clearly expressed otherwise to mean something else e.g. when used to describe roles, responsibilities, functions, acts or omissions of the sub-contractor(s).

7. RESPONSIBILITIES

7.1 Client

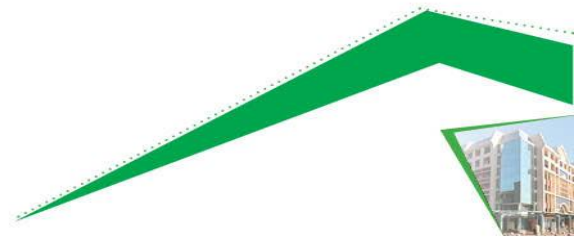
- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.



- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer’s offer is based.)



- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor / sub-contractor

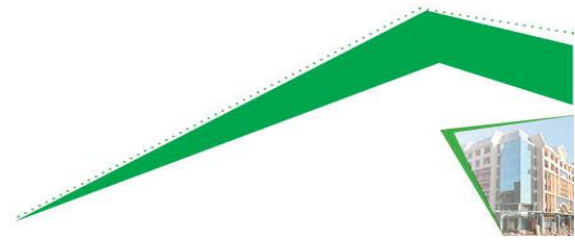
The contractor must demonstrate to the Principal Contractor that he has the necessary competencies and resources to perform the construction work safely.

Acceptance by the Principal Contractor of the contract with Public Works shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.



The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

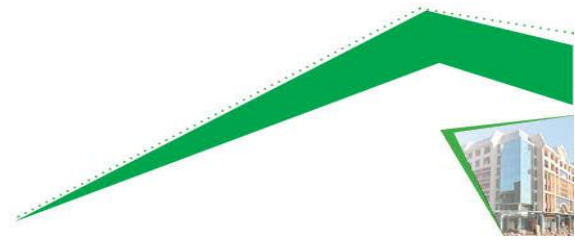
- co-operate with the contractor as far as is necessary to enable both the contractor and subcontractor to comply with the provisions of the Act; and
- as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a subcontract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

The contractor shall take reasonable steps as are necessary to ensure that:

- potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;
- all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;
- all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;
- each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- each sub-contractor's health and safety plan is implemented and maintained.



The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The contractor shall ensure that:

- every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

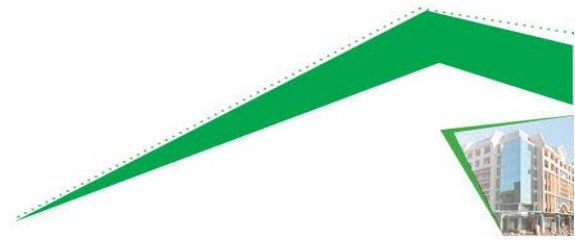
The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.



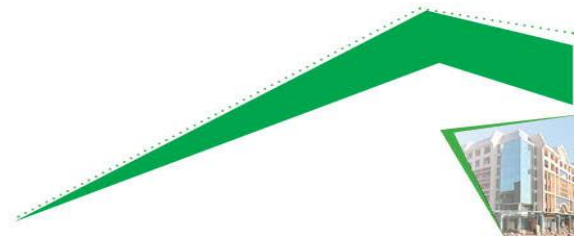
The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights

7.4 Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, they are required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained throughout the duration of the project. In many cases this role starts from project

Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.
- e) The employer's health and safety agent shall:
 - audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
 - accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
 - monitor the effective implementation of all safety plans;
 - conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;



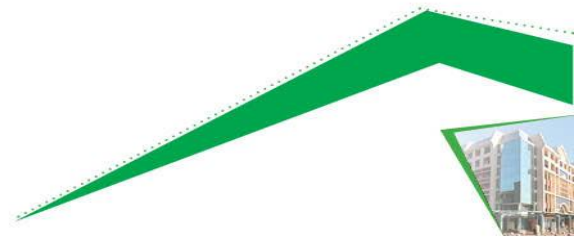
- visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.
- f) The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.
- g) Other duties of a H&S are to ensure that, where applicable, the following is attended to:

1. Tenderer's responsibility:

The tenderer (meeting the above criteria) must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans.

7.5. Responsibilities towards employees and visitors

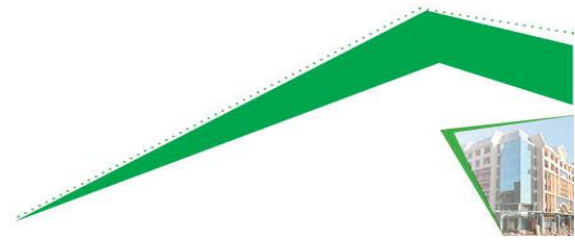
1. The contractor shall as far as be reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
2. The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:
 - informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
3. The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.
4. The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
5. The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
 - a. undergoes health and safety instruction pertaining to the hazards prevalent on the site; an



- b. is provided with the necessary personal protective equipment.
6. The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
 - a. unauthorized entrance prohibited;
 - b. signage to indicate what personal protective equipment is to be worn; and
 - c. activity related signs.
7. The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

8. PREPARING A HEALTH & SAFETY PLAN

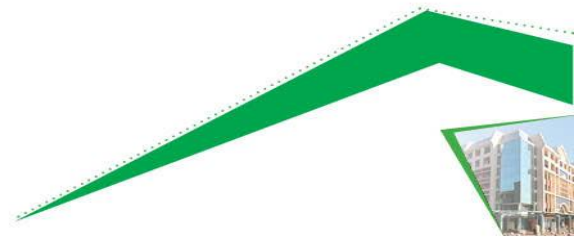
- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.
- (d) The H&S plan should include the following information:
 - details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
 - details of the principal contractor;
 - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
 - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
 - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.
- (e) The H&S plan should also include information on:
 - the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;



- the development of a construction project traffic management plan;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - workplace security and public safety; and
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
 - the project program or schedule details, including start and finish dates, showing principal activities;
 - details of client, design team, principal contractor, subcontractors, and major suppliers; and
 - extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

9. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.
- f) The contractor shall establish and maintain on site a health and safety file which contains copies.



10.OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS.

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its H&S Agent.

The Client and/or its H&S Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

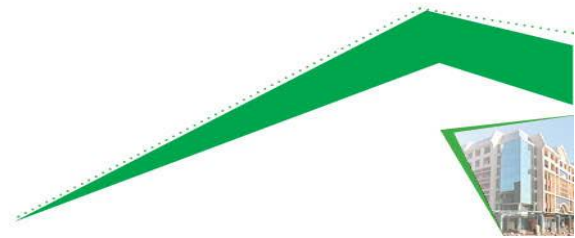
- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she 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/she was usually employed

OR where:

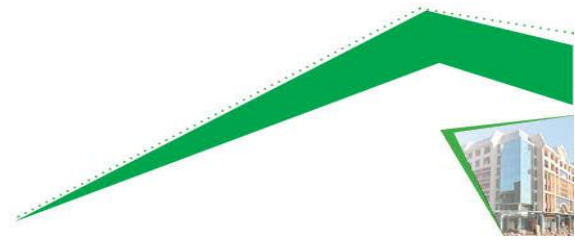
a major incident occurred



- i. the health or safety of any person was endangered
 - ii. where a dangerous substance was spilled
 - iii. the uncontrolled release of any substance under pressure took place
 - iv. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - v. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

Reporting of Near-Misses

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.



12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) Site OH&S 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.

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

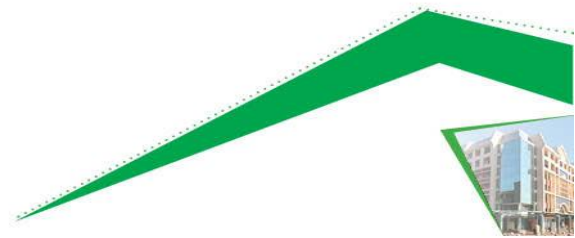
a) H&S Representatives ('SHE – Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:



- conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- review the effectiveness of health and safety measures;
- identify potential hazards and potential major incidents;
- in collaboration with his employer, examine the causes of incidents;
- investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- inspect the site with a view to, the health and safety of employees, at regular intervals;
- participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- participate in any internal health or safety audit.

The report must be consolidated and submitted to the Health & Safety Committee.

H&S Representatives must form part of the incident/accident investigating team.

The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

12.1.3 Establishment of H&S Committee(s)

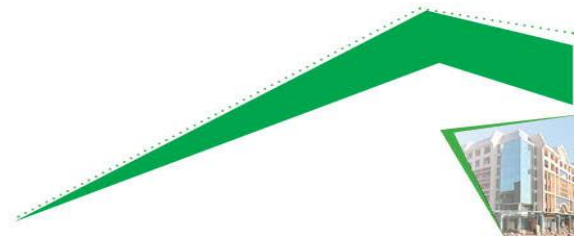
- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.



All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) Site Specific Induction Training

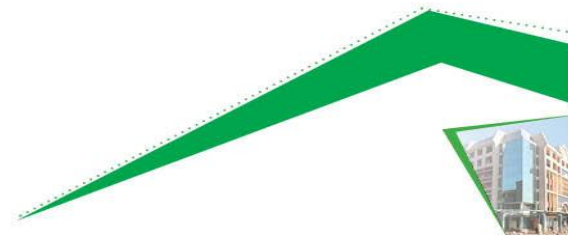
All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

d) Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

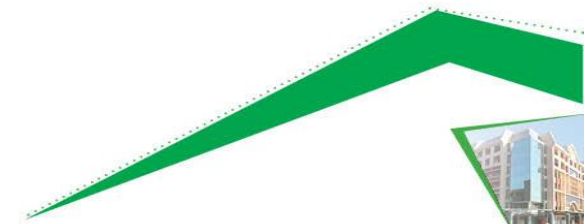


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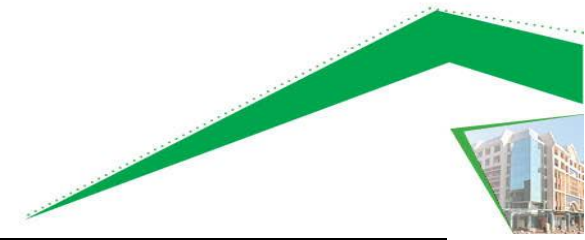
OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

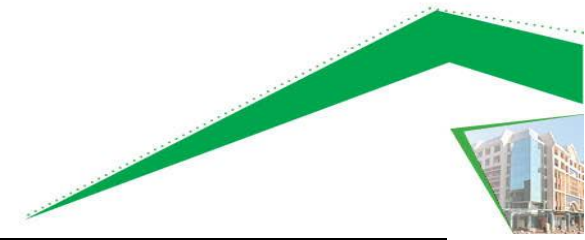
(a) OHS Act Section/ (b) Regulation	c) Subject	(1) Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> • Department of Labour notified • Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> • Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> • Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> • H&S Spec received from Client and/or its Agent on its behalf • OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> • Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> • Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> • Competent person appointed in writing as • Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> • Competent person appointed in writing as • Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> • More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 • Meaningful H&S Rep. reports. • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing.



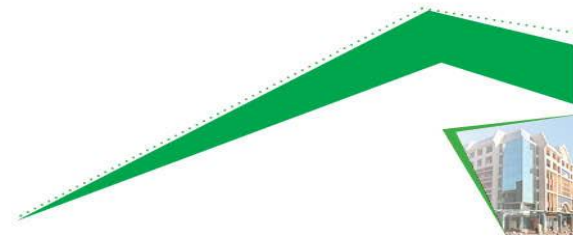
		<ul style="list-style-type: none"> • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1) (WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly



		<ul style="list-style-type: none"> - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment



		<ul style="list-style-type: none"> • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register



15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

i. General

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

ii. Personal protective equipment and clothing

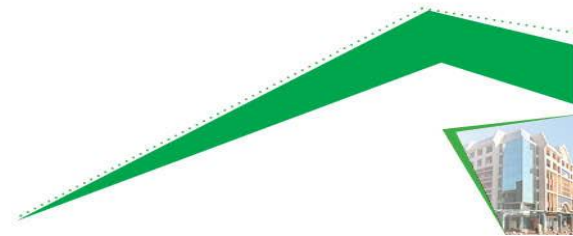
The contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damaged personal protective clothing.

iii. Competent persons

The contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and
- prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.



16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

i. Legal Framework

Part of legal obligations

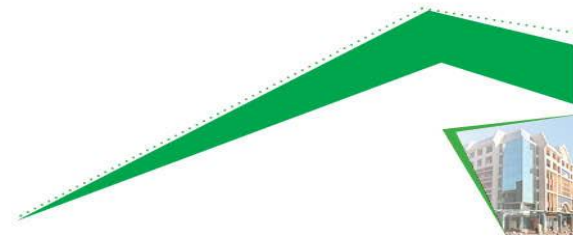
The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

ii. General requirements

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
- d) respond to the notices issued by the employer's health and safety agent as follows:



- Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
- Contravention Notice: rectify contravention as soon as possible;

Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt under the sub heading “NON-CONFORMANCES” in the same document.

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

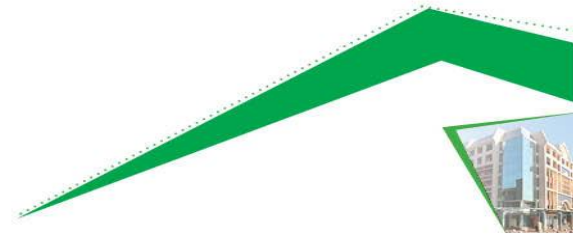
20. Facilities

The site establishment plan shall make provision for:

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.



21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations.

The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

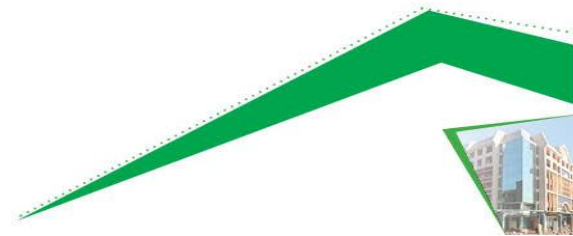
A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.



22. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

23. NON-CONFORMANCES

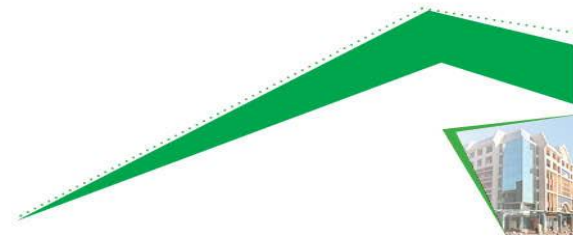
Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

4.8 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.

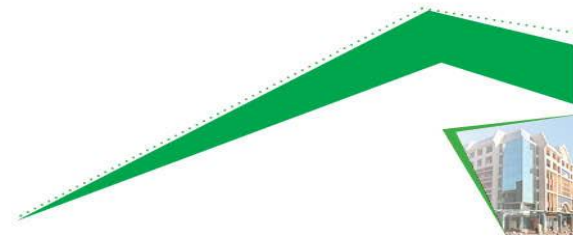


- (ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

24. INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS

1. The contractor shall inform the relevant safety representative:
 - i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
 - ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:
 - i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
 - ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;
 - iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.



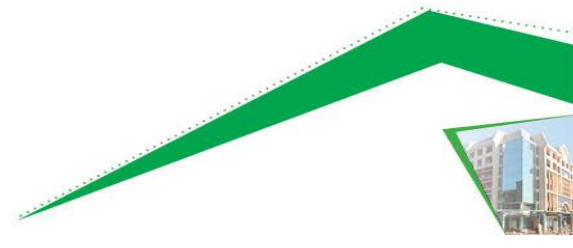
5. The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

25. EMERGENCY PROCEDURES

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.







The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

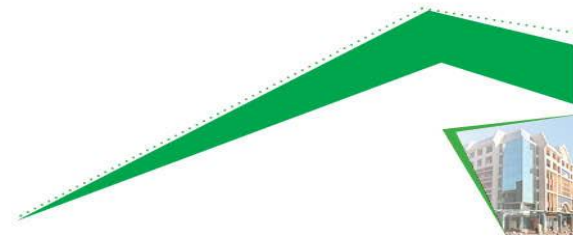


IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water		
	Electricity		
	Police		
	Fire Brigade		
	Engineer		



ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

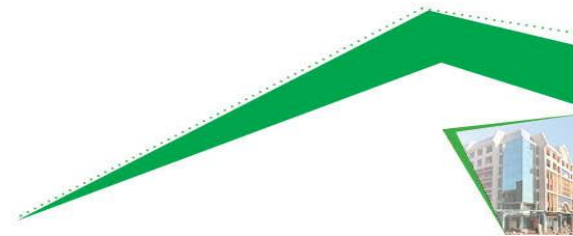
COVID19 REQUIREMENTS AND SPECIFICATION

SCHEDULE

COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulation

PREAMBLE

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.¹ The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directives seek to ensure that the measures taken by employers under OHS Act are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHS Act, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.
5. The OHS Act further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.
6. For the purposes of OHS Act in the workplaces to which this Directive applies, their identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.
7. Although OHS Act requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known². The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.
8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.



9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.
10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

DEFINITIONS

11. In this Directive, unless the context indicates otherwise –
“BCEA” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)
“COVID-19” means Coronavirus Disease 2019;
“Disaster Management Act” means the Disaster Management Act, 2002 (Act No.57 of 2002);
“OHSA” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
“PPE” means personal protective equipment;
“Virus” means the SARS-CoV-2 virus;
“worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer;
“workplace” means any premises or place where a person performs work.

APPLICATION

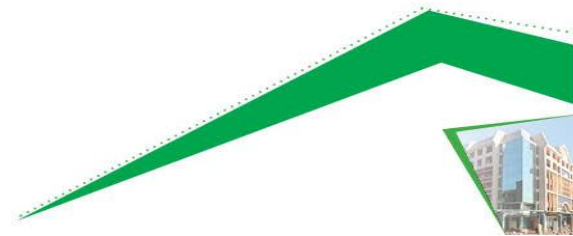
11. Subject to clause 13, this Directive applies to employers and workers in respect of-
 - 12.1 The manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;
 - 12.2 Any workplace permitted to continue or commence operations before the expiry of those Regulations.
12. This Directive does not apply to workplaces-
 - 13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;
 - 13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;
 - 13.3 In respect of which another Minister has issued a directive under those Regulations dealing with health and safety.
14. Subject to the employer’s obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

Administrative measures

16. Every employer must establish the following administrative measures:
 - 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.
 - 16.2 If the employer employs more than 500 employees, that employer must submit a record of its 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 to-
 - 16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and
 - 16.2.2 The Department of Employment and Labour.
 - 16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;
 - 16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;



16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;

16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;

16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;

16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;

16.10 If a worker has been diagnosed with COVID-19, an employer must-

16.10.1.1 inform the Department of Health⁵ and the Department of Employment and Labour; and

16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and

16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

Social distancing measures

17. 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, for example, at their workstations.

Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.

18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-

18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or

18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

Health and safety measures

20. Every employer must implement the following health and safety measures.

Symptom screening

21. Every employer must take measures to-

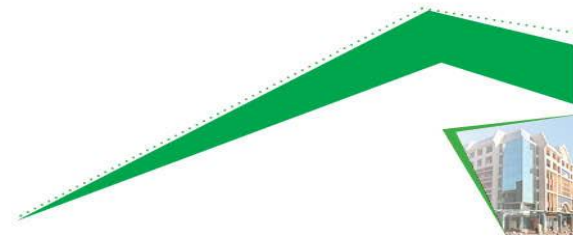
21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);

21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and

21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the National Department of Health in consultation with the Department in respect of –

22.1 symptom screening; and



22.2 if in addition required to do so, medical surveillance and testing.

23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

23.1 not permit the worker to enter the workplace or report for work; or

23.2 if the worker is already at work immediately-

23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and

23.2.2 Assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;

23.3 ensure that the worker is tested or referred to an identified testing site;

23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section

27(2) of the Disaster Management Act;

23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

23.6 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.

24. 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 on the following conditions:

24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;

24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and

24.3 the employer closely monitors the worker for symptoms on return to work.

Sanitizers, disinfectants and other measures

25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

26. Every employer must, free of charge, ensure that –

26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;

26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.

27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.

28. Every employer must take measures to ensure that-

28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;

28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;

28.3 disable biometric systems or make them COVID-19-proof

29. The employer must ensure that-

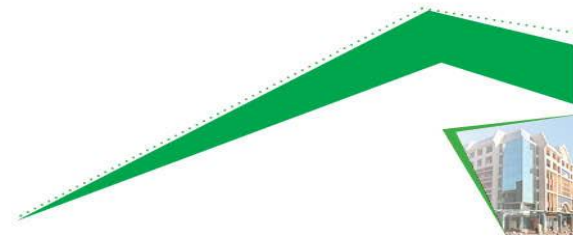
29.1 there are adequate facilities for the washing of hands with soap and clean water;

29.2 only paper towels are provided to dry hands after washing – the use of fabric toweling is prohibited;

29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;

29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;

29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.



Cloth masks

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

31. For the reasons underlying the Department of Health's requirement, every employer must –

31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,⁸ for the employee to wear while at work and while commuting to and from work; and

31.2 require any other worker to wear masks in the workplace.

32. The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.

33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.

34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.

35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

Measures in respect of workplaces to which public have access

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.

37. Depending on what is reasonably practicable given the nature of the workplace, every employer must–

37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or

37.2 put in place physical barriers or provide workers with face shields or visors;

37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;

37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;

37.5 require members of the public, including suppliers, to wear masks when inside their premises.

Ventilation

38. Every employer must –

38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;

38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;

38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

Other PPE

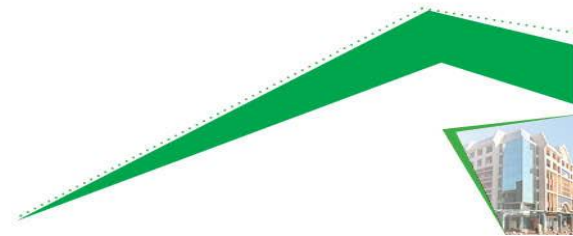
39. Every employer must check regularly on the websites of the National Department of Health⁹, National Institute of Communicable Diseases¹⁰ and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

SMALL BUSINESSES

40. Employers with less than 10 employees must take the following measures:

40.1 arrange the workplace to ensure that employees are at least one and half meters apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;

40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;



- 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
- 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
- 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
- 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
- 40.7 ensure that their workstations are disinfected regularly;
- 40.8 take any other measures indicated by a risk assessment. Worker obligations
- 41. In addition to the obligations of employees under the OHS Act, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

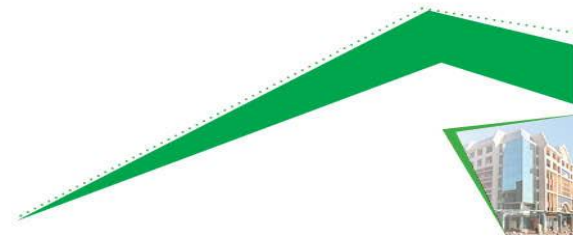
Monitoring and enforcing the Directive

- 42. An inspector designated in terms of section 28 of OHS Act may perform any of the functions in section 29 of OHS Act and exercise any of the powers listed in section 30 of OHS Act in order to monitor compliance with this Directive.
- 43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHS Act, the offences and penalties provided for in section 38 of OHS Act apply.

- 44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHS Act, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.

Sectoral guidelines

- 45. The Chief Inspector appointed in terms of section 27 of the OHS Act must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.
- 46. The sector specific guidelines must follow the template attached as Annexure A.



**ANNEXTURE A
SECTORAL GUIDELINES TEMPLATE**

1. Risk assessment

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

2. Engineering controls

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

3. Administrative controls

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

4. Healthy and safe work practices

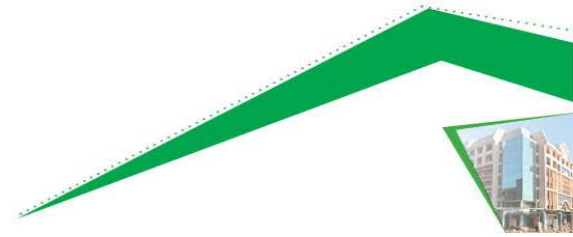
- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

5. PPE

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields
- 5.4. Other

6. Provision of safe transport for employees

- 6.1. Personal hygiene
- 6.2. Social distancing
- 6.3. Arrangements to minimise exposure associated with commuting
- 6.4. Cloth masks (if commuter)
- 6.5. PPE (driver/conductor of employer-provided transport)



HIV/STI COMPLIANCE REPORT

SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

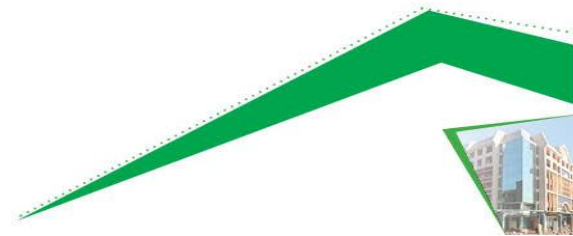
Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome



4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 **General requirement**

The contractor shall, in order to satisfy the objectives stated in 4:

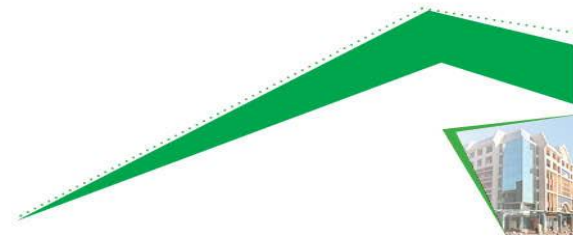
- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 **HIV awareness programme**

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and



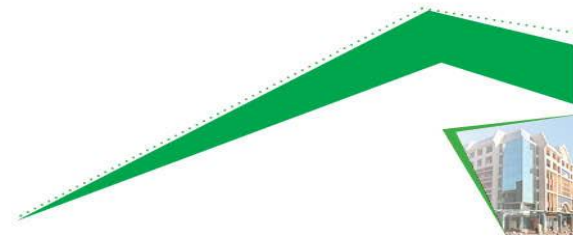
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

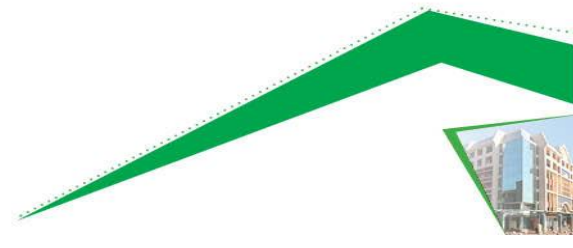


HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

SCMU number:	<input type="text"/>	Period covered by payment claim:	<input type="text"/>
Payment Claim number:	<input type="text"/>		

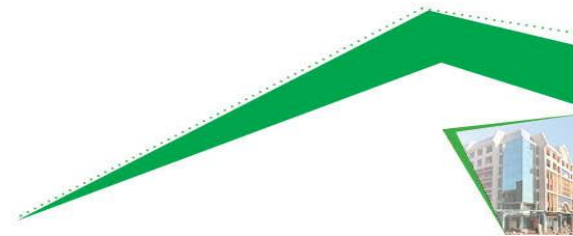
1.	Distribution of condoms (briefly describe where and how condoms are distributed).
	<hr/> <hr/> <hr/> <hr/>
2.	Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3.	Voluntary testing (briefly describe the actions taken / information provided to promote testing).
4.	Counselling, support and care (summarise information provided).
5.	HIV awareness programme (briefly describe action).
	<hr/> <hr/> <hr/> <hr/>



**Specification for developing skills that result in nationally accredited
outcomes through infrastructure contracts**

Version: September 2016

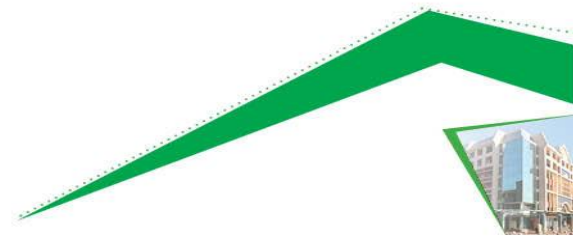
Issued by:



Annex A: Skills compliance plan

(Normative)

Skills compliance base line plan	
Name of contractor:	
Contact person:	Telephone:
Address:	Cell phone:
	Email:
Contract / order number:	Start date for contract / order:
Contract title:	
Contract skills development goal (CSDG) (tick appropriate box)	
<input type="checkbox"/> Tendered / contracted CSDG = hours	
<input type="checkbox"/> Minimum CSDG calculated in accordance with standard	
Minimum CSDG calculated in accordance with the standard (complete only if applicable)	
Contract type (tick appropriate box):	Contract amount
<input type="checkbox"/> professional service	excl VAT R
<input type="checkbox"/> service	Less expenses (if any) R
<input type="checkbox"/> engineering and construction works	Less allowances R
CIDB Class of construction works, if applicable	Contract amount R
Contract amount expressed in millions of Rand R m ❶	
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ❷	
Minimum contract skills development goal which the contractor is required to achieve (Gmin)	
= ❶ x ❷ = x = hours	
I intend achieving the CSDG as follows:	
<input type="checkbox"/> Method 1: structured work experience learning component opportunities towards a part or a full occupational qualification	. . . . . hours
<input type="checkbox"/> Method 2: structured work experience learning opportunities for apprentices or other artisan learners	. . . . . hours
<input type="checkbox"/> Method 3: work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	. . . . . hours
<input type="checkbox"/> Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration	. . . . . hours
	. . . . . hours
Total	
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.	
Signed	Date
Name	Position



Annex B: Incorporating this specification in a procurement document

B1 General

B1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training's *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to "consultant" or "professional service provider" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

B1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

B2 Financial incentives

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contractors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer's objectives.

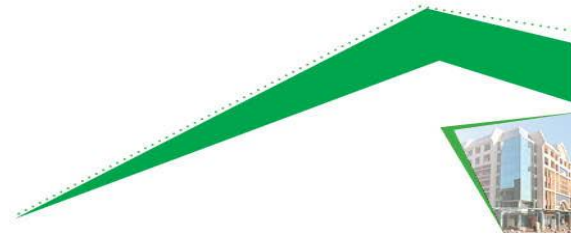
Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.

Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

Additional conditions of contact need to be framed and included in the contract data where use is made of other forms of contract.

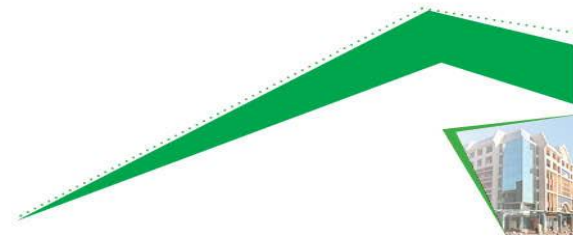
Note: Financial incentives are usually used where tenderers are not invited to tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

B3 Sanctions



Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the imposition of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



SECTION 1

R

C

PRELIMINARIES

MEANING OF TERMS “TENDER / TENDERER”

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”

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with 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”

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter 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

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of “**Commencement Date**” is added:

“**COMMENCEMENT DATE**” means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of “**Construction Guarantee**” is amended by replacing it with the following:

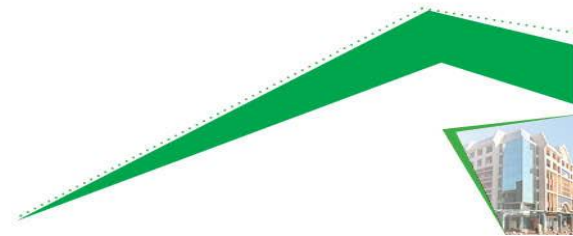
“**CONSTRUCTION GUARANTEE**” means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer’s** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of “**Construction Period**” is amended by replacing it with the following:

“**CONSTRUCTION PERIOD**” means the period commencing on the date on which possession of the **site** is given to the contractor and ending on the date of **practical completion**

Clause 1.1 Definition of “**Corrupt Practice**” is added:

“**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.



Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**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 or 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

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, and 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)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**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 expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____ **Item**

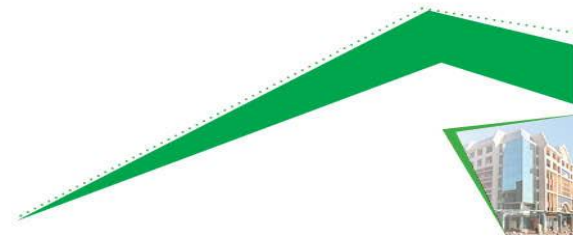
OBJECTIVE AND PREPARATION

A2.0 **OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A3.0 **DOCUMENTS**



Clause 3.0

Clause 3.2.1 is amended by replacing “14.1” with “14.0”

Clause 3.2.2 is amended by removing the reference to:

No clause

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to “**principal agent**” with the word “**employer**”

Fixed: _____ Value related: _____ Time related: _____ **Item**

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____ **Item**

A5.0 **EMPLOYER’S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 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

Fixed: _____ Value related: _____ Time related: _____ **Item**

A6.0 **SITE REPRESENTATIVE**

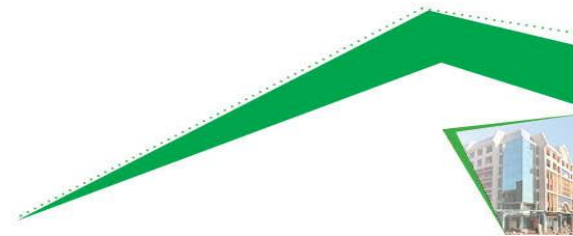
Clause 6.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A7.0 **COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification



A8.0

WORKS RISK

Fixed: _____ Value related: _____ Time related: _____ **Item**

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A9.0

INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A10.0

WORKS INSURANCES

Clause 10.0

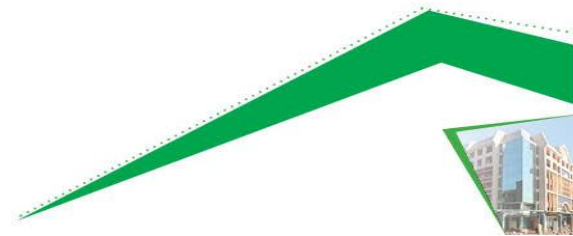
Clause 10.0 is amended by the addition of the following clauses:

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
- (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 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 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 negligence 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 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**
- (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 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 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:

10.7.1 Damage to the works

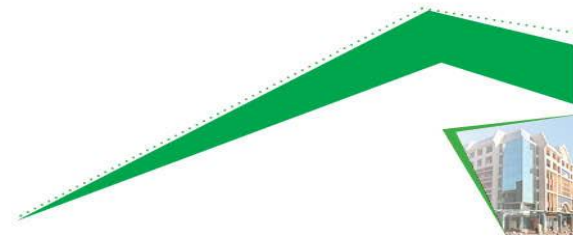
The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic 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 fourteen (14) **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

Fixed: _____ Value related: _____ Time related: _____ **Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A13.0 **No clause**

A14.0 **SECURITY**

Clause 14.0

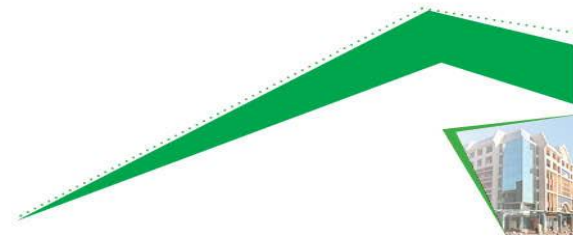
Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be 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 fourteen (14) **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 fourteen (14) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected



14.3 Where **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 fourteen (14) **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 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 cash deposit **security** or portions thereof to the **contractor**

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 per cent (10%) of the **contract sum** (excluding VAT) has been selected:

N/A

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 fourteen (14) **calendar days** from **commencement date**

N/A

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

N/A

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

N/A

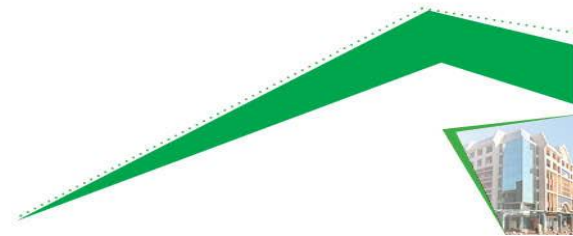
14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

N/A

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) within fourteen (14) calendar days from **commencement date**

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

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

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

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

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

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

14.7.2 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 or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

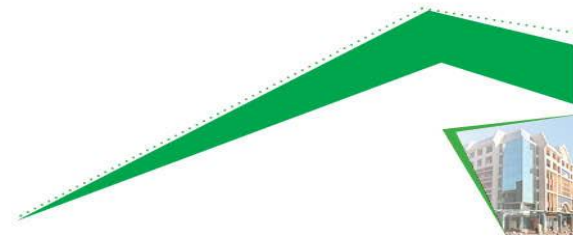
14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

A15.0 **PREPARATION FOR AND EXECUTION OF THE WORKS**



Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

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 fourteen (14) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed: _____ Value related: _____ Time related: _____ **Item**

Clause 15.2.2 is amended by replacing it with:

No clause

Fixed: _____ Value related: _____ Time related: _____ **Item**

A16.0 **ACCESS TO THE WORKS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words “and the appointment of **nominated** and **selected subcontractors**”

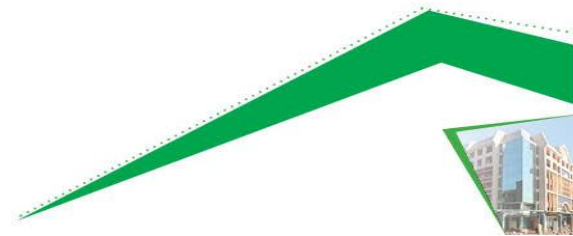
Fixed: _____ Value related: _____ Time related: _____ **Item**

A18.0 **SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A19.0 **ASSIGNMENT**



Clause 19.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A20.0 NOMINATED SUBCONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed:_____ Value related:_____ Time related:_____ **Item**

A21.0 SELECTED SUBCONTRACTORS

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____ **Item**

A22.0 EMPLOYER'S DIRECT CONTRACTORS

Clause 22.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS

Clause 23.0

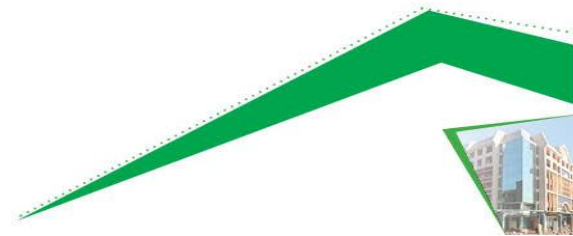
Fixed:_____ Value related:_____ Time related:_____ **Item**

COMPLETION

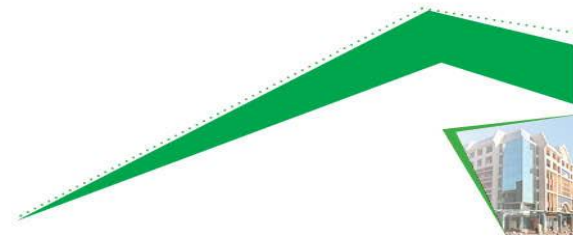
A24.0 PRACTICAL COMPLETION

Clause 24.0

Fixed:_____ Value related:_____ Time related:_____ **Item**



A25.0	<p>WORKS COMPLETION</p> <p>Clause 25.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A26.0	<p>FINAL COMPLETION</p> <p>Clause 26.0</p> <p>Clause 26.1.2 is amended by inserting “#” next to 26.1.2</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A27.0	<p>LATENT DEFECTS LIABILITY PERIOD</p> <p>Clause 27.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A28.0	<p>SECTIONAL COMPLETION</p> <p>Clause 28.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A29.0	<p>REVISION OF DATE FOR PRACTICAL COMPLETION</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>PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
	<p>PAYMENT</p>
A31.0	<p>INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p>



Clause 31.5.2 is amended by replacing “14.7.1” with “14.0”

Clause 31.6.5 is amended by removing the reference to:

No Clause

And the addition of the following clause:

NO DEPOSITS due by the Contractor to any supplier or sub-contractor for materials or equipment will be included in any valuation prior to the delivery to the site of such materials or equipment after which it will be treated as materials on site in terms of clause 31 of the Principal Building Agreement

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** 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:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

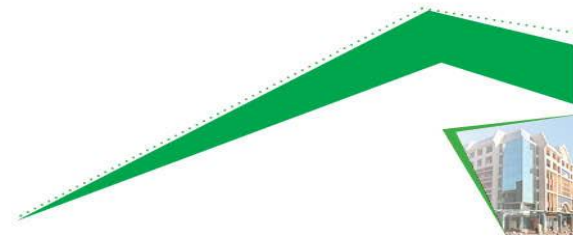
Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** 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:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6



31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.9 is amended by replacing “twenty-one (21) **calendar days**” with “thirty (30) **calendar days**”

Clause 31.9 is further amended by the addition of the following:
“Should the Service Provider’s tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon the date, the thirty (30) day period for due date of payment of the invoice shall commence.”

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____
Item

Clause 32.13 is amended by the addition of the following clause:

Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows:
Xe = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated

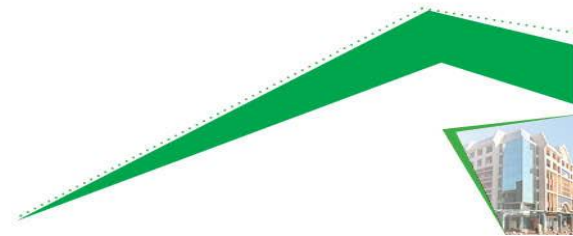
A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____
Item



A33.0 RECOVERY OF EXPENSE AND LOSS

Clause 33.0

Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

33.2.12 the **contractor's** 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

33.2.13 the **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Fixed: _____ Value related: _____ Time related: _____ **Item**

A34.0 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.1 is amended by removing “#” next to 34.1

Clause 34.2 is amended by inserting “#” next to 34.2

Clause 34.8 is amended by deleting the words “where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”

Clause 34.13 is amended by replacing “seven (7) **calendar days**” with “thirty (30) **calendar days**” and deleting the words “subject to the **employer** giving the **contractor** a tax invoice for the amount due”

Fixed: _____ Value related: _____ Time related: _____ **Item**

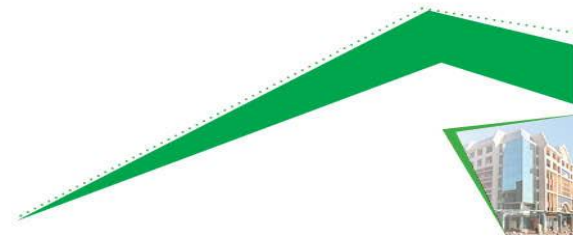
A35.0 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

CANCELLATION

A36.0 CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT



Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “**principal agent**” with “**employer**”

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

A37.0

CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

A38.0

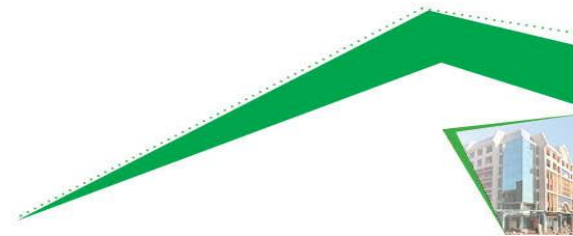
CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT

Clause 38.0

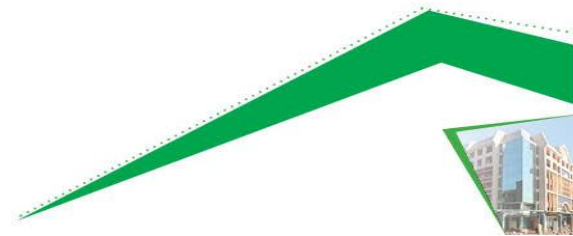
Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever



A39.0	<p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
	<p>2. CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence:</p> <p>“within one hundred and twenty (120) working days of completion of such a report”</p> <p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A40.0	<p>DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <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>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</p> <p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A41.0	<p>STATE CLAUSES</p> <p>Clause 41.0</p> <p style="text-align: right;">Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p> <p>CONTRACT VARIABLES</p>



A42.0

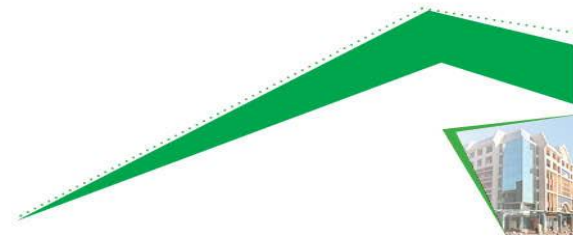
THE SCHEDULE (C1.2: CONTRACT DATA)

Clause 42.0

Tenderers are referred to document C1.2: Contract Data (Volume 1) for variables pertaining to this contract

Fixed:_____ Value related:_____ Time related:_____

Item



SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 *Definitions and interpretation*

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: _____ **Item**

B2.0 DOCUMENTS

B2.1 *Checking of documents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.3 *Availability of construction documentation*

Fixed: _____ Value related: _____ Time related: _____ **Item**

B2.4 *Interests of agents*

Fixed: _____ Value related: _____ Time related: _____ **N/A**

B2.5 *Priced documents*

Fixed: _____ Value related: _____ Time related: _____ **Item**

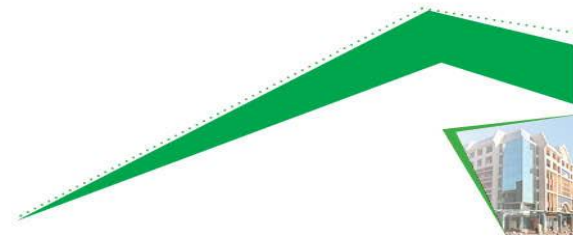
B2.6 *Tender submission*

Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance (C1.1)”

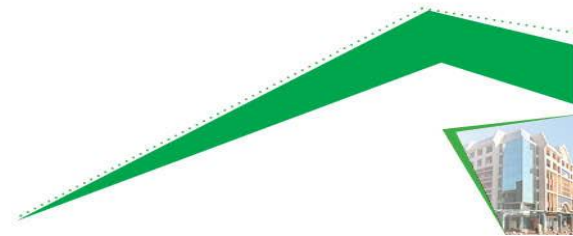
Fixed: _____ Value related: _____ Time related: _____ **Item**

B3.0 THE SITE

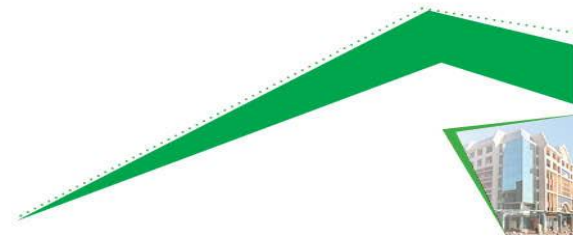
B3.1 *Defined works area*



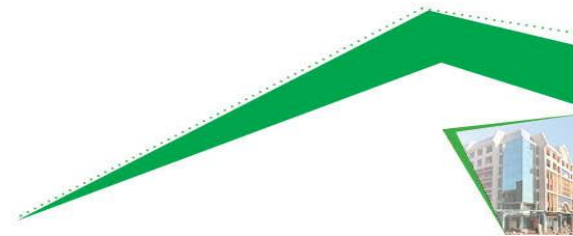
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.2	Geotechnical investigation	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.3	Inspection of the site	
	Tenderers shall complete the Tender briefing meeting attendance certificate and return the same with the tender submission. Tenderers are encouraged to inspect the various school sites as they deem necessary.	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.4	Existing premises occupied	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.5	Previous work – dimensional accuracy	
	Fixed: _____ Value related: _____ Time related: _____	N/A
B3.6	Previous work – defects	
	Fixed: _____ Value related: _____ Time related: _____	N/A
B3.7	Services – known	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.8	Services – unknown	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.9	Protection of trees	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.10	Articles of value	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.11	Inspection of adjoining properties	



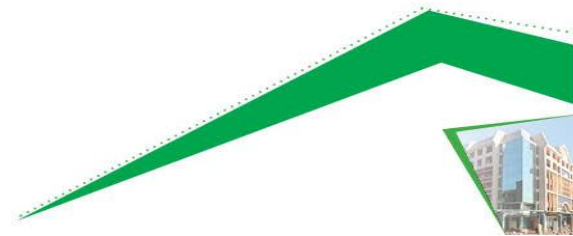
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.0	MANAGEMENT OF CONTRACT	
B4.1	<i>Management of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	<i>Programme for the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	<i>Progress meetings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	<i>Technical meetings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	<i>Labour and plant records</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS	
B5.1	<i>Samples of materials</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	<i>Workmanship samples</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	<i>Shop drawings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.4	<i>Compliance with manufacturers' instructions</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.0	TEMPORARY WORKS AND PLANT	



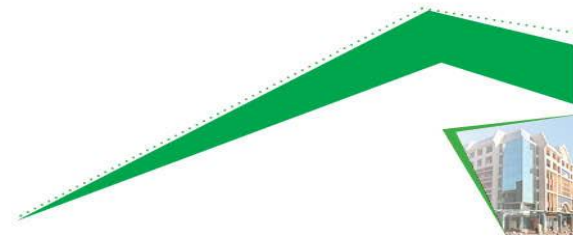
B6.1	Deposits and fees	Fixed:_____ Value related:_____ Time related:_____	Item
B6.2	Enclosure of the works	Fixed:_____ Value related:_____ Time related:_____	Item
B6.3	Advertising	Fixed:_____ Value related:_____ Time related:_____	Item
B6.4	Plant, equipment, sheds and offices	Fixed:_____ Value related:_____ Time related:_____	Item
B6.5	Main notice board	Fixed:_____ Value related:_____ Time related:_____	Item
B6.6	Subcontractors' notice board	Fixed:_____ Value related:_____ Time related:_____	N/A
B7.0	TEMPORARY SERVICES		
B7.1	Location	Fixed:_____ Value related:_____ Time related:_____	Item
B7.2	Water	Fixed:_____ Value related:_____ Time related:_____	Item
B7.3	Electricity	Fixed:_____ Value related:_____ Time related:_____	Item
B7.4	Telecommunication facilities	Fixed:_____ Value related:_____ Time related:_____	Item
B7.5	Ablution facilities	Fixed:_____ Value related:_____ Time related:_____	Item



B8.0	PRIME COST AMOUNTS	
B8.1	<i>Responsibility for prime cost amounts</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS	
B9.1	<i>General attendance</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B9.2	<i>Special attendance</i>	
	Fixed:_____ Value related:_____ Time related:_____	N/A
B9.3	<i>Commissioning – fuel, water and electricity</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B10.0	FINANCIAL ASPECTS	
B10.1	<i>Statutory taxes, duties and levies</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B10.2	<i>Payment for preliminaries</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B10.3	<i>Adjustment of preliminaries</i>	
	Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) working days of taking possession of the site ” with “when submitting his priced bills of quantities / lump sum document ”	
	Fixed:_____ Value related:_____ Time related:_____	Item
B10.4	<i>Payment certificate cash flow</i>	
	Fixed:_____ Value related:_____ Time related:_____	Item
B11.0	GENERAL	
B11.1	<i>Protection of the works</i>	



	Fixed: _____ Value related: _____ Time related: _____	Item
B11.2	<i>Protection / isolation of existing / sectionally occupied works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.3	<i>Security of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.4	<i>Notice before covering work</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.5	<i>Disturbance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.6	<i>Environmental disturbance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.7	<i>Works cleaning and clearing</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.8	<i>Vermin</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.9	<i>Overhand work</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.10	<i>Instruction manuals and guarantees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.11	<i>As built information</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.12	<i>Tenant installations</i>	



Fixed: _____ Value related: _____ Time related: _____ **N/A**

B12.0 **SCHEDULE OF VARIABLES**

B12.1 ***Pre-tender information***

Fixed: _____ Value related: _____ Time related: _____ **Item**

This **schedule** 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 **Preliminaries**

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 **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE-TENDER INFORMATION

12.1.1 ***Provisional bills of quantities***

[2.2] *The quantities are provisional* (yes/no) Yes

12.1.2 ***Availability of construction documentation***

[2.3] *Construction documentation is complete* (yes/no) No

12.1.3 ***Interests of agents***

[2.4] Details: N/A

12.1.4 ***Defined works area***

[3.1] Details: The area of the **works** to be occupied by the **contractor**, any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the **principal agent** at the pre-tender site inspection.

12.1.5 ***Geotechnical investigation***

[3.2] Details: N/A

12.1.6 ***Existing premises occupied***

[3.4] Specific requirements: N/A

12.1.7 ***Previous work – dimensional accuracy***

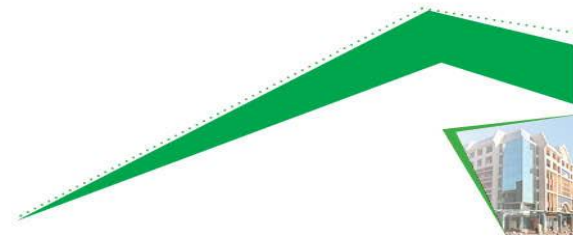
[3.5] Details: N/A

12.1.8 ***Previous work – defects***

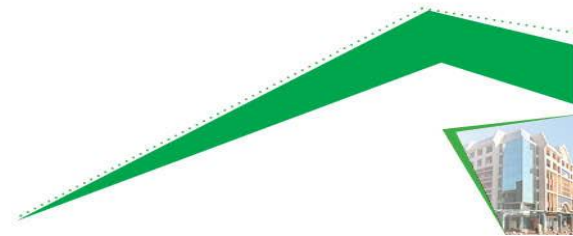
[3.6] Details: N/A

12.1.9 ***Services – known***

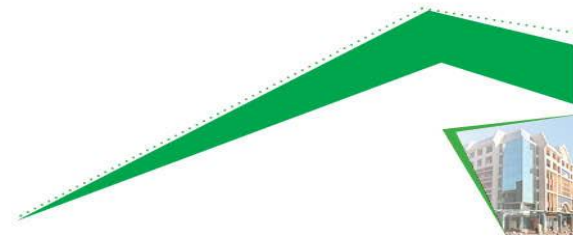
[3.7] Details: Services not indicated on drawings will be pointed out on site by the principal agent.



12.1.10 [3.9]	Protection of trees	Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.	
12.1.11 [3.11]	Inspection of adjoining properties	Specific requirements: All adjacent buildings, municipal roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.	
12.1.12 [6.2]	Enclosure of the works	Specific requirements: The contractor must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the construction period and removed on completion of the works .	
12.1.13 [6.4.3]	Offices	Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent , minimum size 4 x 3 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	
12.1.14 [6.5]	Main notice board	Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 2.75 x 3.7m as per the specification and the drawing annexed to these bills of quantities for tender purposes, 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.	
12.1.15 [6.6]	Subcontractors' notice board	A notice board is required Specific requirements: None	(yes/no) <input type="text" value="No"/>
12.1.16 [7.2]	Water	Option A (by contractor)	(yes/no) <input type="text" value="Yes"/>
		Option B (by employer – free of charge)	(yes/no) <input type="text" value="No"/>
		Option C (by employer – metered)	(yes/no) <input type="text" value="No"/>
12.1.17 [7.3]	Electricity	Option A (by contractor)	(yes/no) <input type="text" value="Yes"/>
		Option B (by employer – free of charge)	(yes/no) <input type="text" value="No"/>
		Option C (by employer – metered)	(yes/no) <input type="text" value="No"/>
12.1.18 [7.4]	Telecommunications	Telephone	(yes/no) <input type="text" value="Yes"/>



	Facsimile	(yes/no)	<input type="text" value="No"/>
	E-mail	(yes/no)	<input type="text" value="Yes"/>
12.1.19 [7.5]	Ablution facilities Option A (by contractor)	(yes/no)	<input type="text" value="Yes"/>
	Option B (by employer)	(yes/no)	<input type="text" value="No"/>
12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required	(yes/no)	<input type="text" value="Yes"/>
12.1.21 [9.2]	Special attendance Subcontractor (1) details: N/A Subcontractor (2) details: N/A Subcontractor (3) details: N/A Subcontractor (4) details: N/A		
12.1.22 [11.1]	Protection of the works Specific requirements: None		
12.1.23 [11.5]	Disturbance Specific requirements: The contractor shall exercise dust and sand control by watering the site regularly and/or by using any other suitable measures such as providing, erecting and removing on completion of the works all necessary temporary dust screens, all to the satisfaction of the principal agent .		
12.1.24 [11.6]	Environmental disturbance Specific requirements: N/A		
12.2	POST-TENDER INFORMATION		
12.2.1 [10.2]	Payment of preliminaries Option A (prorated)	(yes/no)	<input type="text" value="Yes"/>
	Option B (calculated)	(yes/no)	<input type="text" value="No"/>
12.2.2 [10.3]	Adjustment of preliminaries Option A (three categories)	(yes/no)	<input type="text" value="Yes"/>
	Option B (detailed breakdown)	(yes/no)	<input type="text" value="No"/>
12.2.3	Additional agreed preliminaries items Details:		



SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to Collection

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

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 **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____
Item

C2.0 GENERAL PREAMBLES

The items in the **bills of quantities / lump sum document** are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from the brevity of descriptions of items fully described in the said Model Preambles for Trades will be entertained.

The Department of Public works Specification of Materials and Methods to be used (PW371 – 4th Revision Oct 1993) shall apply to the works.

Fixed: _____ Value related: _____ Time related: _____
Item

C3.0 TRADE NAMES

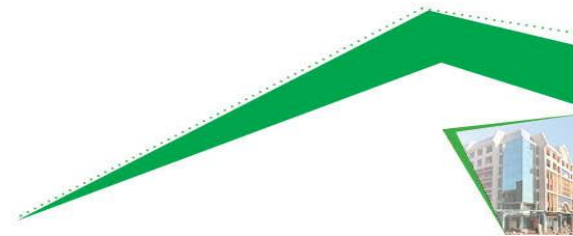
Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____
Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.



Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C5.0 VIEWING THE SITE IN SECURITY AREAS

The **site** 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 **site** for tendering purposes

Fixed: _____ Value related: _____ Time related: _____
N/A

C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related: _____ Time related: _____
N/A

C7.0 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** 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: _____
N/A

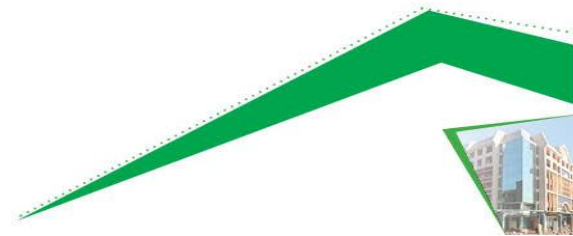
C8.0 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____
N/A

C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS



3. 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 or civil works thereon or to be in possession of a camera or other apparatus used for 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) of the Correctional Services Act 8 of 1959

B. Fixed: _____ **Value related:** _____ **Time related:** _____

N/A

C10.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause, as well as the clauses that follow hereafter and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under these clauses and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____

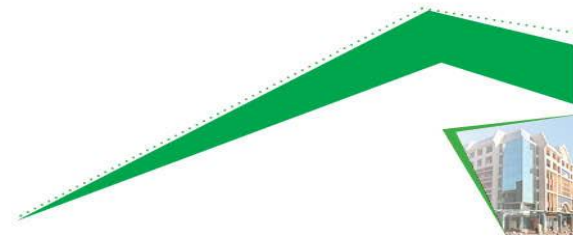
Item

C10.1 **OCCUPATIONAL HEALTH AND SAFETY**

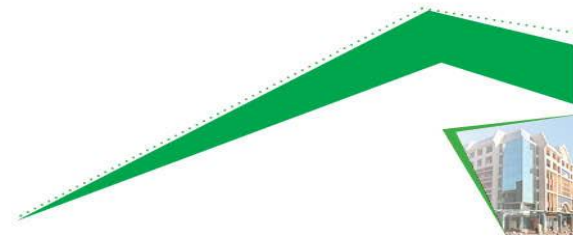
Preparation of contractor's site specific health and safety plan

Fixed: _____ Value related: _____ Time related: _____

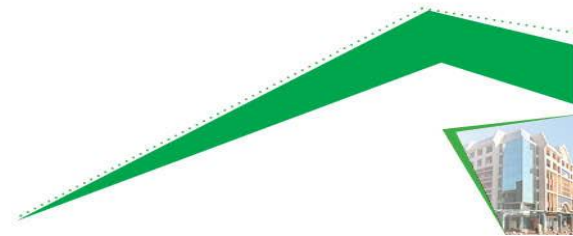
Item



C10.2	<p>OCCUPATIONAL HEALTH AND SAFETY</p> <p>Principal contractor's initial obligations in respect of the Health and Safety Act and Construction Regulations</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.3	<p>OCCUPATIONAL HEALTH AND SAFETY</p> <p>Principal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.4	<p>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <p>Provision of reflective vests</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.5	<p>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <p>Provision of hard hats</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.6	<p>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <p>Provision of protective footwear</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C10.7	<p>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</p> <p>Provision of earplugs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>



C10.8	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)
	Provision of dust masks Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.9	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)
	Provision of gloves Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.10	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)
	Provision of high visibility overalls to SARTSM Chapter 13 Level 3 Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.11	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)
	Provision of SANS approved ear defenders Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.12	OCCUPATIONAL HEALTH AND SAFETY
	Provision of full time construction health and safety officer Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.13	OCCUPATIONAL HEALTH AND SAFETY
	Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations and exit examinations Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>
C10.14	OCCUPATIONAL HEALTH AND SAFETY
	Induction training Fixed: _____ Value related: _____ Time related: _____ <p style="text-align: right;">Item</p>



C10.15 OCCUPATIONAL HEALTH AND SAFETY

Provision of first aid boxes to GSR requirements

Fixed: _____ Value related: _____ Time related: _____

Item

C10.16 OCCUPATIONAL HEALTH AND SAFETY

Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc

Fixed: _____ Value related: _____ Time related: _____

Item

C10.17 OCCUPATIONAL HEALTH AND SAFETY

Submission of health and safety file

Fixed: _____ Value related: _____ Time related: _____

Item

C11.0 TARGETED LOCAL LABOUR

It is the requirement of the Client that the contractor enhances the number and range of people employed on the project. This is required to be done through the use of both traditional and labour intensive construction techniques.

The **contractor** shall comply with the following targets with regard to the employment of local labour:

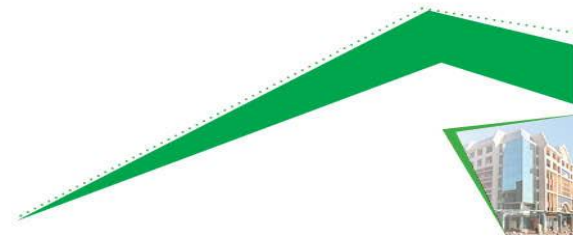
- All unskilled labour to be employed on the project must be local labour,
- Contractor to endeavour to employ local semi-skilled and skilled labour,
- Local labour to be employed on the project to be residents from geographic area of the Local Municipality within which each school is situated or,
- the geographic area excluding the Local Municipality, which falls under the jurisdiction of the District Municipality.
- Preference shall be granted to competent labour residing within the Local Municipality above labour residing in the District Municipality.
- Refer C4 Site Information for Local and District Municipalities applicable to each school.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, where after it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____

Item



C12.0 USE OF LOCAL EME's AND QSE's

It is the requirement of the **employer** that the **contractor** enhances the use of EME's and QSE's, as described in the Contract Data, on the project.

The contractor shall employ EME's and QSE's as domestic subcontractors on this project to execute work to the minimum value of **30%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer).

The Targeted Local Labour requirements described elsewhere shall apply *mutatis mutandis* to the employment of EME's and QSE's.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____

N/A

C13.0 USE OF LOCAL BUILDING MATERIALS

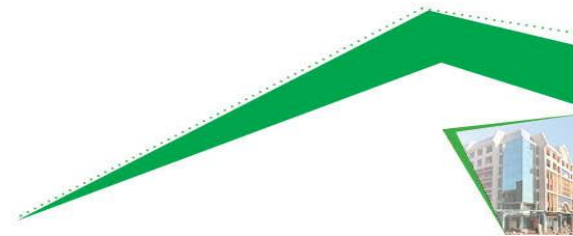
Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371-A specification
- (b) The availability of such materials shall not adversely affect the desired progress of the specific works
- (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof
- (d) Materials of at least **10%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 150km of the project site
- (e) Materials of at least **20%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 400km of the project site

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____

N/A



C14.0 REPORTING BY CONTRACTOR

The **contractor** is required to complete the mandatory monthly contractor's report which is to be submitted together with the contractor's payment certificate.

Payment to contractor shall be subject to the aforementioned being submitted timeously and accurately.

Fixed: _____ Value related: _____ Time related: _____

Item

C15.0 COMMUNITY LIAISON OFFICER

C15.1 CLO is not applicable in this project.

Fixed: _____ Value related: _____ Time related: _____

Item

C15.2

Profit and attendance on above item.

Fixed: _____ Value related: _____ Time related: _____

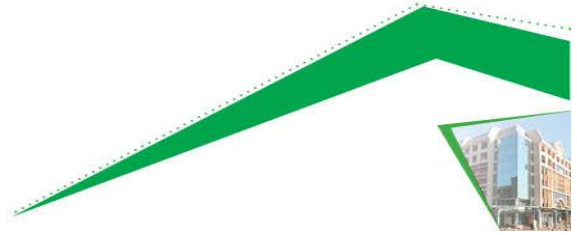
Item

C15.3

Allow for extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office.

Fixed: _____ Value related: _____ Time related: _____

Item

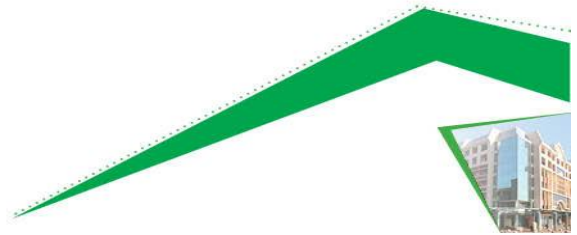


**SECTION 1
PRELIMINARIES**

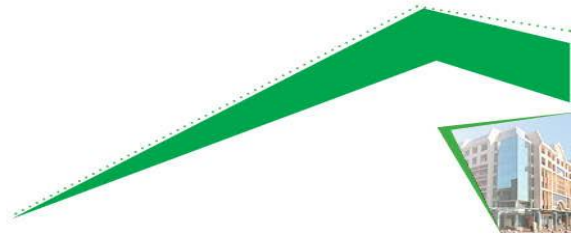
COLLECTION

AMOUNT

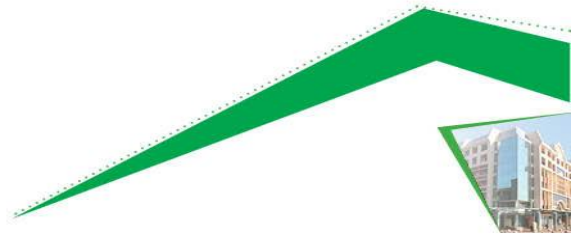
Item	Page	R	c
SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT			
Definitions			
A1.0	Definitions and interpretation	1	
Objective and Preparation			
A2.0	Offer, acceptance and performance	2	
A3.0	Documents	2	
A4.0	Design responsibility	3	
A5.0	Employer's agents	3	
A6.0	Site representative	3	
A7.0	Compliance with regulations	3	
A8.0	Works risk	3	
A9.0	Indemnities	3	
A10.0	Works insurances	3	
A11.0	Liability insurances	5	
A12.0	Effecting insurances	5	
A13.0	No clause	5	
A14.0	Security	5	
Execution			
A15.0	Preparation for and execution of the works	8	
A16.0	Access to the works	8	
A17.0	Contract instructions	8	
A18.0	Setting out of the works	8	
A19.0	Assignment	9	
A20.0	Nominated subcontractors	9	
A21.0	Selected subcontractors	9	
A22.0	Employer's direct contractors	9	
A23.0	Contractor's domestic subcontractors	9	
Completion			



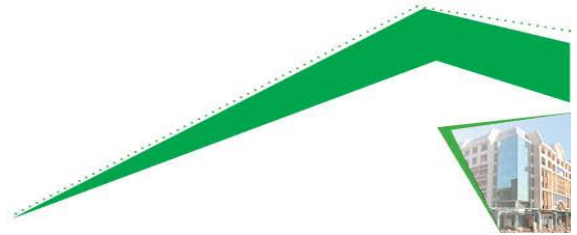
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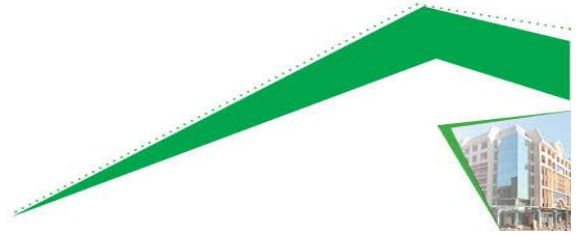
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SUBTOTALS:			R	C
Category: Fixed R				
Category: Value R				
Category: Time R				

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Item No	Quantity	Amount
<u>SECTION 1</u>		
<u>NAMES OF PARTIES</u>		
1. EMPLOYER		
Dept. of COGTA		
Contact person: Ms N.Tinga		
Email :Nontando.Tinga@gCogta.gov.za		
Tell: 071 673 4411		
Postal address:		
Department of Cogta		
Bhisho		
5605		
<u>CONSULTANT TEAM</u>		
2.1 PROJECT MANAGER		
Dept. of Public Works		
Contact Person: S.Zenzile / Z.Mngxekeza		
Email: Zintle.Mngxekeza@ecdpw.gov.za		
Tel: (071 672 4428)		
Postal address:		
Residential Address		
Qhasana Building		
Independence Avenue		
Bhisho ,5605		
Eastern Cape		
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2.3 QUANTITY SURVEYOR/ BUILDING INSPECTOR

Dept. of Public Works

Contact Person: Mr Sizwe Zenzile
Email: Sizwe.Zenzile@ecdpw.gov.za
Tel: (071 491 2851)

Postal Address
Department of Public Works
UMtata Regional Offices
Eastern Cape

EXTENT OF CONTRACT

Building contract

The work embodied in the contract comprises :

- Erection of Welded Mesh Panel Fencing in Lusikisiki location (New town)

1.ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the contractor shall be deemed to have acquainted himself with the contract documents, local requirements and laws and all aspects of the work envisaged in the documents, prior to pricing and submission of a tender. It is of vital importance that the tenderer visit the site prior to the submission of a tender to study conditions on site.

- No claim resulting from failure to comply with any of the above will be entertained.

2.MEANING OF TERMS "TENDER / TENDERER"

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"

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3.CONTRACT DOCUMENTS

The contract documents shall comprise:

- This tender enquiry document, bills of quantities and its annexures.

4.BILLS OF QUANTITIES

These bills of quantities contain pages numbered consecutively as indicated in the Index. Before the contractor submits his tender he should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or the tender documents contain any obvious errors, he should apply to the quantity surveyors at once and have same rectified as no liability whatsoever will be admitted by the quantity surveyors in respect of errors in a tender due to the foregoing.

On no account should these documents be used for placing orders for materials. The contractor may do so at his own risk but shall not be reimbursed for additional costs so incurred.

Unless a separate rate for the supply and for the installation of any items is specifically called for, the supply and installation costs of any item shall be deemed to be fully included in the unit price.

5.MATERIAL AND LABOUR COST FLUCTUATIONS

Tenders shall be fixed ie inclusive of provision for material and labour cost fluctuations during the course of the works.

6.CONDITIONS TO BE OBSERVED IN TENDERING

6.1 Tenders shall include Value Added Tax

6.2 The quantity surveyors will notify the tenderers of the tender results

6.3 The lowest, or any, or portion of any tender will not necessarily be accepted.

6.4 All tenders must be entered on the form provided herein.

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6.5 All recipients of the tender document (whether they submit a tender or not) must treat the details of the document as private and confidential

6.6 The employer will not be responsible for, or pay for, expenses or losses, which may be incurred by any tenderer in the preparation of his tender.

6.7 Where possible the Contractor is encouraged to make use of local labour throughout the project.

- The labour rate shall be a minimum of **R 180,00 per day**.

7.TENDER INFORMATION

7.1 The employer may require additional information from the tenderer in order to evaluate the tender. The tenderer is required to provide such information if so required by the employer.

8. SITE INSPECTION

Tenderer are required to inspect the site before submission of his tender.

The tenderer is also required to familiarise himself before submission of his tender with regard to relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works.

TENDER INFORMATION

PRELIMINARIES

PRICING OF PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with 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".

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Should Option A, as set out in clause B10.3.1 hereinafter 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

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "Corrupt Practice" is added:

"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

Clause 1.1 Definition of "**Fraudulent Practise**" is added:

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"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 or 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.

Clause 1.1 Definition of **"Interest"** is amended by replacing it with the following:

"INTEREST" 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).

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the schedule

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"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 expense or loss

Clause 1.6 is amended by replacing the works "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

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OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

Item

3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent and agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: _____ Value related: _____ Time related: _____

Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

5 **A5 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4 and 38.5.8

Fixed: _____ Value related: _____ Time related: _____

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6 **A6 SITE REPRESENTATIVE**
 Clause 6.0
 Fixed: _____ Value related: _____ Time related: _____ Item

7 **A7 COMPLIANCE WITH REGULATIONS**
 Clause 7.0
 Note: The provisions herein include *inter alia*, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor
 See also clause C10 of Section C - Specific Preliminaries
 Fixed: _____ Value related: _____ Time related: _____ Item

8 **A8 WORKS RISK**
 Clause 8.0
 Fixed: _____ Value related: _____ Time related: _____ Item

9 **A9 INDEMNITIES**
 Clause 9.0
 Fixed: _____ Value related: _____ Time related: _____ Item

10 **A10 WORKS INSURANCES**
 Clause 10.0
 Clause 10.0 is amended by the addition of the following clauses:

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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 material 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 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 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

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- (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 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 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 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:

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

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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

Fixed: _____ Value related: _____ Time related: _____

Item

11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

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12	<p>A12 EFFECTING INSURANCES</p> <p>Clause 12.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
13	<p>A13.0 No clause</p>	N/A	
14	<p>A14 SECURITY</p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>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)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>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</p> <p>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.</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>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</p>		
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	<p>PRELIMINARIES Bill No. 1 PRELIMINARIES DPWI 2021</p>		

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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 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 cash deposit **security** or portions thereof to the **contractor**

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 per cent (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** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of 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:

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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)

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

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

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

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

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

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

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14.7.2 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 or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

15 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

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) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

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16 **A16 ACCESS TO THE WORKS**
 Clause 16.0
 Fixed: _____ Value related: _____ Time related: _____ Item

17 **A17 CONTRACT INSTRUCTIONS**
 Clause 17.0
 Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"
 Fixed: _____ Value related: _____ Time related: _____ Item

18 **A18 SETTING OUT OF THE WORKS**
 Clause 18.0
 Fixed: _____ Value related: _____ Time related: _____ Item

19 **A19 ASSIGNMENT**
 Clause 19.0
 Fixed: _____ Value related: _____ Time related: _____ Item

20 **A20 NOMINATED SUB-CONTRACTORS**
 Clause 20.0
 Clause 20.1.3 is amended by replacing it with the following:
 No Clause
 Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums
 Fixed: _____ Value related: _____ Time related: _____ Item

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21 **A21 SELECTED SUBCONTRACTORS**
 Clause 21.0
 Clause 21 is amended by replacing it with:
 No Clause
 Fixed: _____ Value related: _____ Time related: _____ Item

22 **A22 EMPLOYER'S DIRECT CONTRACTORS**
 Clause 22.0
 Fixed: _____ Value related: _____ Time related: _____ Item

23 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**
 Clause 23.0
 Fixed: _____ Value related: _____ Time related: _____ Item

COMPLETION

24 **A24 PRACTICAL COMPLETION**
 Clause 24.0
 Fixed: _____ Value related: _____ Time related: _____ Item

25 **A25 WORK'S COMPLETION**
 Clause 25.0
 Fixed: _____ Value related: _____ Time related: _____ Item

26 **A26 FINAL COMPLETION**
 Clause 26.0
 Clause 26.1.2 s amended by inserting "#" next 26.1.2
 Fixed: _____ Value related: _____ Time related: _____ Item

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27 **A27 LATENT DEFECTS LIABILITY PERIOD**
 Clause 27.0
 Fixed: _____ Value related: _____ Time related: _____ Item

28 **A28 SECTIONAL COMPLETION**
 Clause 28.0
 Fixed: _____ Value related: _____ Time related: _____ Item

29 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**
 Clause 29.0
 Clause 29.2.5 is amended by replacing it with:
 No clause
 Fixed: _____ Value related: _____ Time related: _____ Item

30 **A30 PENALTY FOR NON-COMPLETION**
 Clause 30.0
 Fixed: _____ Value related: _____ Time related: _____ Item

PAYMENT

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**
 Clause 31.0
 Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"
 Clause 31.8 is amended by replacing it with the following two alternative clauses:
Alternative A
 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** 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:

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31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** 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:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____

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32	<p>A32 ADJUSTMENT TO THE CONTRACT VALUE</p> <p>Clause 32.0</p> <p>Clauses 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 contractor"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
33	<p>A33 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
34	<p>A34 FINAL ACCOUNT AND FINAL PAYMENT</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 security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
35	<p>A35 PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item
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CANCELLATION

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of he conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

36 A37 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

Clause 37.0 is amended by the addition of the following clause:

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

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37 **A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

38 **A39 CANCELLATION - CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A40 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed: _____ Value related: _____ Time related: _____

Item

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SUBSTITUTE PROVISIONS

40 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

THE SCHEDULE (DPW04EC)

41 **A42 PRE-TENDER INFORMATION**

Clause 42.0

Tenderers are referred to the document C1.2 Contract Data DPW04(EC) for variables pertaining to this contract

Fixed: _____ Value related: _____ Time related: _____

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SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

42 ***B1.1 Definitions and interpretation***

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: _____

Item

B2.0 DOCUMENTS

43 ***B2.1 Checking of documents***

Fixed: _____ Value related: _____ Time related: _____

Item

44 ***B2.2 Provisional bills of quantities***

Fixed: _____ Value related: _____ Time related: _____

Item

45 ***B2.3 Availability of construction documentation***

Fixed: _____ Value related: _____ Time related: _____

Item

46 ***B2.4 Interests of agents***

Fixed: _____ Value related: _____ Time related: _____

Item

47 ***B2.5 Priced documents***

Fixed: _____ Value related: _____ Time related: _____

Item

48 ***B2.6 Tender submission***

Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance (DPW07EC)”

Fixed: _____ Value related: _____ Time related: _____

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	<u>B3.0 THE SITE</u>		
49	B3.1 Defined works area		
	Fixed: _____ Value related: _____ Time related: _____	Item	
50	B3.2 Geotechnical investigation		
	Fixed: _____ Value related: _____ Time related: _____	Item	
51	B3.3 Inspection of the site		
	Tenderers shall complete the Site Inspection Certificate (DPW16EC) included in the tender documents and return the same with the tender submission.		
	Fixed: _____ Value related: _____ Time related: _____	Item	
52	B3.4 Existing premises occupied		
	Fixed: _____ Value related: _____ Time related: _____	Item	
53	B3.5 Previous work - dimensional accuracy		
	Fixed: _____ Value related: _____ Time related: _____	Item	
54	B3.6 Previous work - defects		
	Fixed: _____ Value related: _____ Time related: _____	Item	
55	B3.7 Services - known		
	Fixed: _____ Value related: _____ Time related: _____	Item	
56	B3.8 Services - unknown		
	Fixed: _____ Value related: _____ Time related: _____	Item	
57	B3.9 Protection of trees		
	Fixed: _____ Value related: _____ Time related: _____	Item	
58	B3.10 Articles of value		
	Fixed: _____ Value related: _____ Time related: _____	Item	
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59 **B3.11 Inspection of adjoining properties**

Fixed: _____ Value related: _____ Time related: _____ Item

B4.0 MANAGEMENT OF CONTRACT

60 **B4.1 Management of the works**

Fixed: _____ Value related: _____ Time related: _____ Item

61 **B4.2 Programme for the works**

Fixed: _____ Value related: _____ Time related: _____ Item

62 **B4.3 Progress meetings**

Fixed: _____ Value related: _____ Time related: _____ Item

63 **B4.4 Technical meetings**

Fixed: _____ Value related: _____ Time related: _____ Item

64 **B4.5 Labour and plant records**

Fixed: _____ Value related: _____ Time related: _____ Item

B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

65 **B5.1 Samples of materials**

Fixed: _____ Value related: _____ Time related: _____ Item

66 **B5.2 Workmanship samples**

Fixed: _____ Value related: _____ Time related: _____ Item

67 **B5.3 Shop drawings**

Fixed: _____ Value related: _____ Time related: _____ Item

68 **B5.4 Compliance with manufacturers instruction**

Fixed: _____ Value related: _____ Time related: _____ Item

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B6.0 TEMPORARY WORKS AND PLANT

69 **B6.1 Deposits and fees**

Fixed: _____ Value related: _____ Time related: _____

Item

70 **B6.2 Enclosure of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

71 **B6.3 Advertising**

Fixed: _____ Value related: _____ Time related: _____

Item

72 **B6.4 Plant, equipment, sheds and offices**

Fixed: _____ Value related: _____ Time related: _____

Item

73 **B6.5 Main notice board**

Fixed: _____ Value related: _____ Time related: _____

Item

74 **B6.6 Subcontractors' notice board**

Fixed: _____ Value related: _____ Time related: _____

Item

B7.0 TEMPORARY SERVICES

75 **B7.1 Location**

Fixed: _____ Value related: _____ Time related: _____

Item

76 **B7.2 Water**

Fixed: _____ Value related: _____ Time related: _____

Item

77 **B7.3 Electricity**

Fixed: _____ Value related: _____ Time related: _____

Item

78 **B7.4 Telecommunication facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

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79 **B7.5 Ablution facilities**
Fixed: _____ Value related: _____ Time related: _____ Item

B8.0 PRIME COST AMOUNTS

80 **B8.1 Responsibility for prime cost amounts**
Fixed: _____ Value related: _____ Time related: _____ Item

9.0 ATTENDANCE ON N/S SUBCONTRACTORS

81 **B9.1 General attendance**
Fixed: _____ Value related: _____ Time related: _____ Item

82 **B9.2 Special attendance**
Fixed: _____ Value related: _____ Time related: _____ Item

83 **B9.3 Commissioning - fuel, water and electricity**
Fixed: _____ Value related: _____ Time related: _____ Item

B10. FINANCIAL ASPECTS

84 **B10.1 Statutory taxes, duties and levies**
Fixed: _____ Value related: _____ Time related: _____ Item

85 **B10.2 Payment for preliminaries**
Fixed: _____ Value related: _____ Time related: _____ Item

86 **B10.3 Adjustment of preliminaries**
Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "in his priced **bills of quantities /lump sum document** submitted with his tender offer"
Fixed: _____ Value related: _____ Time related: _____ Item

87 **B10.4 Payment certificate cash flow**
Fixed: _____ Value related: _____ Time related: _____ Item

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<u>B11. GENERAL</u>			
88	<i>B11.1 Protection of the works</i> Fixed: _____ Value related: _____ Time related: _____	Item	
89	<i>B11.2 Protection / isolation of existing / sectionally occupied works</i> Fixed: _____ Value related: _____ Time related: _____	Item	
90	<i>B11.3 Security of the works</i> Fixed: _____ Value related: _____ Time related: _____	Item	
91	<i>B11.4 Notice before covering work</i> Fixed: _____ Value related: _____ Time related: _____	Item	
92	<i>11.5 Disturbance</i> Fixed: _____ Value related: _____ Time related: _____	Item	
93	<i>B11.6 Environmental disturbance</i> Fixed: _____ Value related: _____ Time related: _____	Item	
94	<i>B11.7 Works cleaning and clearing</i> Fixed: _____ Value related: _____ Time related: _____	Item	
95	<i>B11.8 Vermin</i> Fixed: _____ Value related: _____ Time related: _____	Item	
96	<i>B11.9 Overhand work</i> Fixed: _____ Value related: _____ Time related: _____	Item	
97	<i>B11.10 Instruction manuals and guarantees</i> Fixed: _____ Value related: _____ Time related: _____	Item	
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98	<p>B11.11 As built information</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
99	<p>B11.12 Tenant installations</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
<u>B12. SCHEDULE OF VARIABLES</u>			
100	<p>B12.1 Pre-tender information</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>This schedule contains all variables referred to in this document and is divided into pretender 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 Preliminaries.</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 schedule. Key cross reference clauses are italicized in [] brackets</p> <p>12.1 PRE TENDER INFORMATION</p> <p>12.1.1 Provisional Bills of Quantities [2.2] The quantities are provisional: <i>NO</i></p> <p>12.1.2 Availability of construction documentation [2.3] <i>Construction of documentation is complete: NO</i></p> <p>12.1.3 Interest of agents [2.4] Details: To be advised.</p> <p>12.1.4 Defined works area [3.1] Details: Lusikisiki (New Town)</p> <p>12.1.5 Geotechnical investigation [3.2] Details: NONE</p> <p style="text-align: right; margin-right: 100px;">Carried to Collection</p>	Item	
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12.1.6 **Existing premises occupied**
[3.4] Specific requirements: N/A

12.1.7 **Previous work - dimensional accuracy**
[3.5] Details: N/A

12.1.8 **Previous work - defects**
[3.6] Details: N/A

12.1.9 **Services - known**
[3.7] Details:

*Should the **contractor** encounter any existing services such as underground cables, pipes or sewer during the execution of the **works** he shall notify the **principal agent** immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the **principal agent**.*

12.1.10 **Protection of trees**
[3.9] Specific requirements:

All trees on the site outside of the position of the proposed structure must be protected.

12.1.11 Inspection of adjoining properties[3.11] Specific requirements: The contractor must inspect adjoining properties and immediately bring to the notice of the Principal Agent of any consequences that may arise from the building works.

12.1.12 **Enclosure of the works**
[6.2] Specific requirements:

The contractor shall enclose the works as required by the Occupational Health and Safety Act.

12.1.13 **Offices**
[6.4.3] Specific requirements:

The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, minimum size 9 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chairs, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

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12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3000 x 3420mm constructed of suitable boarding with flat smooth surface and with edging bead 40mm thick all round.

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 be painted EPWP "orange" with 40mm wide white dividing lines. All wording shall be inscribed in black painted sans serif lettering. (Proof to be sent to Department of Public Works for Attention Mr. Charles van der Westhuizen at 040 - 6094414).

Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent.

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements: *NO*

12.1.16 **Water**

[7.2] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

12.1.17 **Electricity**

[7.3] Option A (by contractor) (YES)

Option B (by employer - free of charge when available) (NO)

Option C (by employer - metered) (NO)

12.1.18 **Telecommunications**

[7.4] Telephone (YES)

Facsimile (NO)

E-mail (NO)

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<p>12.1.19 Ablution facilities [7.5] <u>Option A (by contractor)</u> (YES)</p> <p style="padding-left: 40px;">Option B (by employer) (NO)</p> <p>12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required (Only when existing buildings)</p> <p>12.1.21 Special attendance [9.2] Electrical sub-contractor (1) details: Site Meetings</p> <p>12.1.22 Protection of works [11.1] Specific requirements: The contractor shall protect the works for the duration of the contract.</p> <p>12.1.23 Disturbance [11.5] Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p> <p>12.1.24 Environmental disturbance [11.6] Specific requirements: None</p> <p>12.2 POST-TENDER INFORMATION</p> <p>12.2.1 Payment of preliminaries [10.2] Option A (prorated) (NO) Option B (calculates) (YES)</p> <p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (YES) Option B (detailed breakdown) (YES)</p>		
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12.2.3 **Additional agreed preliminaries items**
Details: EPWP requirements as per form C3.5 of the tender
documentation.

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SCHEDULE OF SUPPLEMENTARY INFORMATION

NOTE:

The information listed below is in respect of certain clauses in the Preliminaries, requiring the supplementary information

Amount of insurance against injury to person or property in respect of any single occurrence **R 5 million**

Amount of insurance against removal of support to adjoining properties in respect of any single occurrence

Not specifically prescribed

Contract Price Adjustment Provisions (CPAP): Contract Price Adjustment is not applicable

Contract period -

6 (Six Months) months

The date for site handover :- TBA

Amount of penalty per day on which the completion of the works may be in arrear:

R5.75 c per R100 of contract value per calendar day (Excluding VAT)

Contract drawing numbers:

N/A

Specification of materials and methods to be used:

Specification of Materials and Methods to be used - **PW 371, Fourth Revision, October 1993**

Edition of Standard System of measuring building work:

Seventh Edition including the latest amendments

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

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101 **C1 CONTRACT DRAWINGS**

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 **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____

Item

102 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

Item

103 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used.

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

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104	C4	<p>IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the 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 (DPW23EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
105	C5	<p>VIEWING THE SITE IN SECURITY AREAS</p> <p>The site 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 site for tendering purposes</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
106	C6	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
107	C7	<p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor 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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
		Carried to Collection	R	
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108 **C8 SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____

Item

109 **C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

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 or civil works thereon or to be in possession of a camera or other apparatus used for 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) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____

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C10 HIV/AIDS AWARENESS

It is required of the **contractor** 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 **Bills of Quantities**. Provision for pricing of 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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

110 **C10.1 AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

111 **C10.2 AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

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112 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

113 **C10.4 ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

114 **C10.5 MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C11 LABOUR-INTENSIVE WORKS

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

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C11.1 LABOUR INTENSIVE

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Fixed: _____ Value related: _____ Time
related: _____

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	SANS 1200	<u>SECTION NO. 2</u>				
	SANS 1200	<u>BILL NO. 2</u>				
		<u>EARTHWORKS (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. OW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Proprietary products in descriptions:</u>				
		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.				
		<u>Nature of material to be excavated:</u>				
		The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock".				
		Carried to Collection			R	
		FENCING Bill No. 1 EARTHWORKS (PROVISIONAL) DPWI 2021				

Carting away of excavated material:

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

Dewatering of excavations:

The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water

Density testing on filling:

Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally.

Imported fill:

"Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively"

EXCAVATION, ETC OTHER THAN BULK

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LI	<u>Site clearance etc:</u>				
1	Digging up and removing rubbish, debris, vegetation. hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	563		
SANS 1200	<u>Removal of trees</u>				
	<u>Cut down and remove, grup up roots and fill in holes:</u>				
2	Tree exceeding 1000mm and not exceeding 1500mm girth	No	5		
3	Tree exceeding 1500mm and not exceeding 2000mm girth	No	8		
4	Tree exceeding 2000mm and not exceeding 2500mm girth	No	2		
	Note: All excavation depths have been calculated from predetermined platform levels preformed under a separate contract. -----				
	<u>Excavation in earth not exceeding 2m deep:</u>				
5	Trenches.	m3	16		
6	SANS 1200 Base	m3	5		
	<u>Extra over all excavations for carting away:</u>				
7	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3			
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8	<p><u>Risk of collapse of excavations:</u></p> <p>Sides of trench and hole excavations not exceeding 1,5m deep.</p>	m2		
9	<p><u>Keeping excavations free of water:</u></p> <p>Keeping excavations free from mud and all water including subterranean sources.</p>		Item	
10	<p><u>Extra over trench and hole excavations in earth for excavation in:</u></p> <p>Soft rock.</p>	m3	2	
11	<p>Hard rock.</p>	m3	1	
	<p><u>FILLING, ETC.</u></p> <p><u>Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 93% Mod. AASHTO density:</u></p>			
12	<p>Backfilling to trenches, holes, etc.</p>	m3		
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	SANS 1200	<u>SECTION 2</u>				
	SANS 1200	<u>BILL NO. 3</u>				
		<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. OW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Proprietary products in descriptions:</u>				
		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.				
		<u>Cost of tests:</u>				
		The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).				
		Carried to Collection				R
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		<p><u>Formwork:</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p><u>UNREINFORCED CONCRETE</u></p> <p><u>25MPa/19mm concrete:</u></p>			
1	LI	Ground beams(Provisional).	m3	16	
2	SANS 1200	Bases	m3	5	
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3	<p><u>CONCRETE TESTS</u></p> <p><u>Test blocks:</u></p> <p>Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).</p>	No			
4	<p><u>MOVEMENT JOINTS ETC</u></p> <p><u>Expansion joints with bitumen impregnated surfaces</u></p> <p>10mm Joints not exceeding 300mm high (p</p>	m	80		
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	<p><u>SECTION 2</u></p> <p><u>BILL NO. 4</u></p> <p><u>FENCING</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. OW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p><u>Metalwork</u></p> <p><u>NOTES</u></p> <p>For Preambles refer to "<u>Department of Public Works & Infr and methods to be used-PW371</u>"</p> <p><u>GALVANISED HI-TECH SECURITY FENCING</u></p>			
1	<p>Panels: Welded mesh panels, with rectangular apertures, dip galvanised coated. Mesh apertures: 76.2 x 12.7mm; H Vertical wire diameter: 3.00mm, Weld strength: 60% of the Tensile Strength Range of wire: 540-690N/m2; Height of 3050mm Posts: Bakafix Secure Post - H-Shape; hot-dip Length of post: 3000mm; Post of post: 76mm x 76mm x 2r fixation for the panels with mini securifor brackets and plas over 48 line wires using 8 x Double bolt comb clamps and x Anti vandal bolts. Panel and fixtures shall be galvanized. Tooth spike shall be affixed to panel edge, internally at 150 bolts. Spike finish shall be Galvanized. Posts to be planted concrete base - 20Mpa/19mm.</p>	m	375	
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	<u>Gates</u>			
2	Sliding vehicular gate size 3000mm x 2400mm high to ma	No	1	
3	Pull and push pedestrian gate size 900mm x 2400mm high	No	1	
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1	(C.01 Preparation of the Contractor's site specific Health and safety Plan	Item		
2	(C.02) Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Item		
3	(C.03) Principal contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Item		
4	Compliance to COVID-19 regulations i.e temperature screening, provision of personal protective equipment, filing and administration, hand sanitizers, inductions, social distancing signage ext all in accordance to government regulations.	Item		
	<u>(C.04 Provision of Personal Protective Equipment (PPE)</u>			
5	Reflective vests.	Item		
6	Protective foot wear.	Item		
7	Earplugs	Item		
8	Gloves.	Item		
9	Three layer masks	Item		
10	High visibility overalls to SARTSM Chapter 13 Level 3. All overalls must be orange with EPWP (30 centimetres) letters on the back of the jacket and company logo on the heart pocket.	Item		
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12	(C.05) Provision of full time Construction Health and Safety Officer.	Item	
	<u>(C.09) Noise monitoring</u>		
	<u>(C.06) Cost of medical certificates and medical surveillance</u>		
13	Initial (baseline) medical examinations.	Item	
14	Periodic and exit examinations.	Item	
15	Contractor's charges to allow for handling costs and profit in respect of sub items 13/X.06(a) and (b)	Item	
16	(C.07) Induction training.	Item	
	<u>(C.09) Noise monitoring</u>		
17	Establishment of noise zones (plant)	Item	
18	Audiograms (personnel)	Item	
19	(C.10) Submission of Health and Safety File.	Item	
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	TOTAL OF BUILDING WORKS		R
	Sub Total		R
	<u>CONTINGENCY</u>		
	Allow a contingency amount of R50 000-00 (Fifty Thousand Rand) to be used as directed by the Project Manager.		R 50 000,00
	Sub Total		R
	Vat 15%		R
	Carried to Form of Tender		R
	DPWI 2021		