



QUOTATION

REPAIRS AND RENOVATIONS TO ROOF – ECDPWI REGIONAL OFFICES

CHR5-22/23-0006

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 19 SEPTEMBER 2022

TIME: 11H00

**Department of PUBLIC WORKS AND
INFRASTRUCTURE**
Ground Floor Office C.G 020
No.1 Creamery Road,
Old CPA Building,
5320



PART T1: TENDER PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA



T1.1 Tender Notice and Invitation to Tender

The Department of Public Works and Infrastructure, Chris Hani regional office invites contractors with a CIDB Grading of **1GB/1GBPE only** in the following Class of works (GB) to tender for **REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI** for a period of **One (1) Month**. The site is located at No. 1 Creamery Road, Stuttgart, Komani, 5320.

The contract will be based on the JBCC Principal Building Agreement Edition 6.2 May 2018 with a successful bidder.

The Eastern Cape Department of Public Works and Infrastructure will enter into the aforementioned contract with the successful bidder.

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

Quotation documents may be downloaded free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) OR can be collected from the Department of Public Works and Infrastructure, Ground floor, office no. C.G19 at No.1 Creamery Road, Old CPA building, Komani from **02 SEPTEMBER 2022**

Queries relating to the issue of these documents may be addressed in writing to Ms Babalwa Mshede - email: babalwa.mshede@ecdpw.gov.za. Technical enquiries: may be addressed in writing to Mr Siyamcela Peter – Siyamcela.peter@ecdpw.gov.za

There will be no briefing session for this project, due to the nature of the project height, however pictures and aerial photos have been made available and attached on the document.

The closing time and date is **11:00am 19 SEPTEMBER 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked tenders **"CHR5-22/23-0006. REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI**.

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 quotation documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base prior award.

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

B. BID EVALUATION:

This quotation will be evaluated in two (2) stages as follows:

Stage ONE: Compliance, responsiveness to the bid rules and conditions, thereafter.

Stage TWO: Bidders passing the stage 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

C. BID SPECIFICATIONS, CONDITIONS AND RULES

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

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **90 days**.



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

- **SCM RELATED ENQUIRIES**
Ms. B. Mshede
Tel No: 045 807 6663 / 6624
Email Address: babalwa.mshede@ecdpc.gov.za
- **TECHNICAL ENQUIRIES**
Mr. Siyamcela Peter
Tel No.: 045 807 6694
Email Address: Siyamcela.peter@ecdpc.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

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

Clause number	Tender Data
3.1	The Employer is Public works and Infrastructure
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - CIDB Adjudicator's Agreement</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Pricing schedule</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 2: two stage procurement procedure shall be applied.
4	Tender's obligations
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> Tax matters are in order. Directors or company is not in the Treasury's database of restricted suppliers
4.3	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.
4.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	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.
4.6	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.
4.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least Five (5) working days before the closing time stated in the tender data.</p>



4.10	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.
4.10(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Service Provider or Project Manager furnished the Employer with detailed justification to the Price Price or Period of the Performance (or both).
4.11	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.
4.12	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, GROUND FLOOR OLD CPA BUILDING – RECEPTION AREA, KOMANI Physical address: GROUND FLOOR, NO.1 CREAMERY ROAD, OLD CPA BUILDING– RECEPTION AREA, KOMANI, 5320. Identification details: "CHR5-22/23-0006. REPAIRS AND RENOVATIONS TO ROOF - ECDPW REGIONAL OFFICES, KOMANI Closing date: 19 SEPTEMBER 2022 Time: 11:00 am.
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order for the South African Revenue Services. 2) cidb certificate
4.13.5	A two-envelope procedure will not be required.
4.13.5	The "ORIGINAL" and "COPY" are to be submitted as separate packages.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.



	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.16.1	The tender offer validity period is 90 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.16.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	Access shall be provided for the following inspections, tests and analysis: 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	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.4	Tenders will be opened immediately after the 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	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and duly completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.9	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.



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.			

5.11.3

The procedure for the evaluation of responsive bids is **Method 2: Price and Preference**:

This quotation will be evaluated in TW0 (2) stages as follows:

Stage ONE: Compliance, responsiveness to the bid rules and conditions, thereafter.

Stage TWO: Bidders passing the stage above will thereafter be evaluated on PPPFA.

STAGE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS

- A. Bidders' proposals must meet the following minimum requirements and 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:
 1. This quotation document must be submitted in its original format.
 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
 3. Bidder must be registered with CIDB as per the bid notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active throughout the bidding process (advert till award stage).
 4. Bidders must be a legal entity or partnership or joint venture or consortia.
 5. Form of offer and Acceptance must be duly completed and signed.
 6. The resolution to sign where applicable must be completed and signed.
 7. SBD 4- Bidders disclosure must be duly completed and signed. In the event that the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? Such interest must be disclosed on question 2.3.1
 8. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
 9. If a bidder is a VAT vendor or registered, the bidder is required to explicitly state the VAT amount. VAT amount vendors must include VAT at 15% in their bid offer(s). Bidders are not entitled to claim the VAT if they are not VAT registered.
 10. This quotation 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 must also be added to the total), failure to do so will increase commercial risk and may lead to elimination or passing over to the next bidder.

B. Other Conditions of bid - Non Eliminating:

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
3. Returnable Schedule: SBD 1- Invitation to bid to be completed and signed.
4. 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 EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
5. The Department will contract with the successful bidder by signing a formal contract.
6. Returnable Documents: Company Details shall be completed.
7. Returnable Documents: Company Composition shall be completed.
8. Declaration for validity of information provided shall be completed and signed.



9. Bidders must submit a minimum of one (1) written contactable reference for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
10. The bidder must also list all projects where there are pending litigations or litigations have been concluded. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
11. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.
12. 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.
13. If the offer (any of the items quoted for) is VAT Inclusive, the VAT registration number shall be indicated on SBD1

STAGE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

Criteria	Points
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

- (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):

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

5.11.4	The procedure for the evaluation of responsive tenders is Method 3: Functionality, Price and Preference : In the case of a functionality, price and preference: Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. Stage 1: Administrative requirements and Mandatory requirements Stage 2: Price and preference (90/10 or 80/20 system). N/A
5.11.5	The procedure for the evaluation of responsive tenders is Method 3 (Prequalification, Price and Preference). N/A
5.13	<p>Other conditions of tender offers:</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 bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the preferred bidder will be required to submit an approved insurer undertaking to provide the Public Liability Insurance, Works Insurance and other applicable insurances. 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 bidder has duly completed and signed the Form of Offer and SBD 4. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive. No second chance will be afforded to a bidder to come and complete or sign an information. h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.



	<p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) 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>l) 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>m) 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>n) 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>o) 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>p) 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; has performed unsatisfactorily in the past.</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:
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. <i>List all documentation to demonstrate eligibility to have a submission evaluated.</i></p> <ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated under T1.1) • Attach a list of past project (stating the name, amount, client name, project manager, duration, completion date) – reachable references.
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must duly 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 4 • 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"> • An 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 a EME or QSE can submit a duly signed a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths. • In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically result in the non-awarding of points for B-BBEE. • A CSD Report with valid and correct information.



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.
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <p>In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore,</p> <p>In the case of a joint venture or consortium, at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.</p> <p>In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.</p> <p>No authority to sign is required from a company or close corporation or partnership which has only one director or member.</p> <p>In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.</p> <p><u>Accept that failure to submit proof of authorization to sign (where applicable), will 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</p> <p>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.</p> <p>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</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol 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> <ol style="list-style-type: none"> a) a member of: - <ol 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);



	<p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <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 - a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <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</p> <p>The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders.</p>
12	<p>Scoring quality / functionality</p> <p>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 or 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	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the 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.</p>



T2. Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- 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/Pricing Schedule)

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
- Record of projects: current, past and on tender.
- Project References – at least 1
- SBD 4
- A valid original or valid 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



SBD 1

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS					
BID NUMBER:	CHR5-22/23-0006	CLOSING DATE:	19 SEPTEMBER 2022	CLOSING TIME: 11:00	
DESCRIPTION	REPAIRS AND RENOVATIONS TO ROOF - ECDPW REGIONAL OFFICES, KOMANI				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, GROUND FLOOR OLD CPA BUILDING – RECEPTION AREA, KOMANI					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. B Mshede		CONTACT PERSON	Mr Siyamcela Peter	
TELEPHONE NUMBER	045 807 6663/6624		TELEPHONE NUMBER	045 807 6694	
FACSIMILE NUMBER			FACSIMILE NUMBER	072717230	
E-MAIL ADDRESS	babalwa.mshede@ecdpw.gov.za		E-MAIL ADDRESS	Siyamcel.peter@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:		O R	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 QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B - TERMS AND CONDITIONS FOR BIDDING

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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

² 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.



COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM 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 The total value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 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.

1.6 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 PREFERENCE POINT SYSTEMS

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

80/20

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



Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4 BID DECLARATION

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

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

B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 4.1 must be in accordance with the table reflected in paragraph 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5 SUB-CONTRACTING

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



(Tick applicable box)

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

5.1.1 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		NO	
-----	--	----	--

- v) 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 least 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		

6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



6.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

6.8 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

.....

.....



VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE

(IF APPLICABLE, ATTACH HERE)



SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NE CHOOSE ONE TO FILL IN



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 etc.):	
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</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

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 _____ (DD/MM/YYYY), 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)
3. 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.
4. 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 etc.):	
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</p> <p>(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 to that date

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 _____ (DD/MM/YYYY), 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 BIDDER

(ATTACH HERE)



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI		
SCMU NUMBER	CHR5-22/23-0006.		
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 _____



B

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	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
----------------------	--

SCMU NUMBER	CHR5-22/23-0006.
--------------------	-------------------------

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



C

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):



D

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	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI	
SCMU NUMBER	CHR5-22/230006.	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....



E

SCHEDULE OF PROPOSED SUB CONTRACTORS

PROJECT TITLE	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
SCMU NUMBER	CHR5-22/23-0006.

We notify you that it is our intention to employ the following Sub-consultant 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 address and of proposed Sub-consultant	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					



4					
5					

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



F

CAPACITY OF THE BIDDER

PROJECT TITLE	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
SCMU NUMBER	CHR5-22/23-0006.
<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>Employees: (Employees to be ,or are ,employed for this project</p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Team Leader / Key Personal		
	Project Manager		
	Senior Technologists		
	Technologists		
	Technicians		
	Candidates		
	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:



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

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 CLIENT.	OF	PROJECT VALUE	DATE COMPLETED
1						
2						
3						

Attach a separate page to address this issue if there are more projects (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



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

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 program budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

Attach a separate page to address this issue if there are more projects (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

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING

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

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					
5					

Signed

Date

Name

Position

Enterprise name

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).



J

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					

Signed

Date

Name

Position

Tenderer name

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).



K

Evaluation Schedule 1 – Project Reference Forms – 1

Project title:	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
Project Number:	CHR5-22/23-0006.

NOTE: This returnable document must be completed by the person who was the 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						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ 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 _____ 2020

COMPANY STAMP

Signature of principal agent

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 _____



L

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
SCMU NUMBER	CHR5-22/230006.
CONTRACTOR NAME:	

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

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

ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
1.	Waterproofing		
2.	Gutters		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
TOTAL			

C. CONFIRMATION

- 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



M

COMPANY DETAILS:

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Last Financial Year End: Year:.....Month:.....Day:.....

Professional Registration Details (if applicable):

Professional Indemnity Details (if applicable):



O

DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
NAME OF COMPANY OF BIDDER

Should the bidder have, in the opinion of the DPW&I, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the DPW&I may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the DPW&I may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPW&I and such bidder.



PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data for CIDB Standard Professional Services Contract

C1.3 CIDB Adjudicator's Agreement



Annex C
(normative)
FORM OF OFFER AND ACCEPTANCE

Project title	REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI
SCMU number	CHR5-22/23-0006

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 + DISBURSEMENTS + INCLUSIVE OF VALUE ADDED TAX AND MINUS ALL DISCOUNTS 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(s)

Tender's Name(s)

Authorized Person

(Names)

Address of the

Tenderer:

Witnesses (Signatures):

1. Date:

2. 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 duly 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.



PART C1.2 CONTRACT DATA

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES Principal Building Agreement

C1.2 : CONTRACT DATA : JBCC Principal Building Agreement Edition 6.2 May 2018 with a successful bidder.

Edition 6.2 - May 2018 JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data e.g.

[3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

Warning!

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC®

Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC®

Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents **Copyright reserved**

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PROJECT INFORMATION A 1.0

Works [1.1]

Project name	REPAIRS AND RENOVATIONS FOR ECDPWI REGIONAL OFFICES, KOMANI
Reference number	CHR5-22/23-0006
Works description	REPAIRS AND RENOVATIONS TO ROOF

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	KOMANI
Site address	ECDPWI REGIONAL OFFICES
Local authority	KOMANI

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	Not applicable		
VAT/GST number	Not applicable	SARS Tax number	Not applicable
Country			
Employer's representative: Name	Ayanda Moleko	Designation	Director: Contracts Management
E-mail	ayanda.moleko@ecdpw.gov.za		
Mobile number		Telephone number	040 602 4139
Postal address	Private Bag X 0022		
	Bhisho	Postal code	5200
Physical address	Qhasana Buildings, Independence Avenue,		
	Bhisho	Postal code	5200

A 4.0 Principal agent [1.1]

Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 5.0 Agent [1.1; 6.2]

Discipline	
------------	--



Service Provider Name			
Business registration number		Practice Number	

60

VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 6.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	



Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 9.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 10.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			



Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

11.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 12.0 Agent [1.1; 6.2]

Discipline			
Service Provider Name			
Business registration number		Practice Number	
VAT/GST number		Tax number	
Country			
Employer's representative: Name		Designation	
E-mail			
Mobile number		Telephone number	
Postal address			
		Postal code	
Physical address			
		Postal code	



B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	
--	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	South Africa
---	---------------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
--	------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3x

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contract drawings – description	Number	Revision	Date



Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]



B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes / No?	No		
Contract works insurance			
	New works [10.1.1] (contract sum or amount)		
Or	Works with practical completion in sections [10.2] (contract sum or amount)		
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]			
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]: Refer B17.0			
Yes/no?		If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes / No?	Yes		
	New works [10.1.1] (contract sum or amount)		
Or	Works with practical completion in sections [10.2] (contract sum or amount)		
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		



	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]			
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]: Refer B17.0			
Yes/no?		If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	Yes
If yes, description	The school will have minor children will be curious of the works		
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	Avoid areas that are used by minor children		
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?		If yes, description of specialisation
---------	--	---------------------------------------



Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section	Section Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]



Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
			4 months	8.5 cent per R 100.00

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion

B 13.0 Defects liability period [21.0]



Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	
If yes, description of applicable elements	e.g.: Electrical reticulation / Air conditioning system / Landscaping 13.1 13.2 13.3 13.4 13.5 13.6		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	section 38(1)(f) of the PFMA is 30 days from receipt of an invoice		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	Name of nominating body	Eastern Cape Treasury	
Applicable rules for adjudication [30.6.2]	Applicable		
Arbitration [30.7.4; 30.10] If Yes, name of nominating body *If No, then dispute will be referred to litigation	Yes/no? *	Yes	
Applicable rules for arbitration [30.7.5]			

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]			
Availability of construction information [P2.3]			
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]			
Previous work - defects - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water[P8.1]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	No
Electricity[P8.2]	By contractor	Yes/no?	Yes



	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
Communication facilities - specific requirements [P8.4]		e-mail		
Protection of the works - specific requirements [P11.1]				
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]		No noise and dust between 7:30 am and 13:00 pm		
Environmental disturbance - specific requirements [P11.6]				

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties

CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The

document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: 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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. 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 the employer's representative as named in the contract data for organs of state and other public sector bodies

- a. **Offer and Acceptance Amend 3.3**
to read as follows:

This agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2,

14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the contractor" 10.0 Insurances

Add the following as 10.1.5.1:

Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the works



The contractor shall, from the date of possession of the site 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

10.1.5.1.2 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 property, 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 10.1.5.1.3

It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so

10.1.5.1.4

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

10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any contractor in respect of the works executed on site

12.0 Obligations of the Parties Amend 12.1.5 to read as follows:

Give possession of the site to the contractor within ten (10) working days of the contractor complying with the terms of 12.2.22 12.2.2:

Not applicable

Add the following as 12.2.22:

Within fifteen (15) working days of the date of the agreement submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words "subject to the contractor's lien or right of continuing possession of the works where this has not been waived"

21.0 Defects Liability Period and Final Completion Add the following as 21.13:

The ninety (90) calendar days' defects liability period for the works [21.1] is replaced with a period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or compensatory interest"

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B ☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
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Option B	Guarantee for construction (fixed) by contractor [11.1.2]
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Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
---	----------------

Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable
--	----------------

• C 2.0 Contractor's annual holiday periods during the construction period

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

C 3.0 Payment of preliminaries [25.0]

• Contractor's selection

Select Option A or B ☐

Where the contractor does not select an option, Option A shall apply Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
----------	--

Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works
----------	--

• Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations C 4.0 Adjustment of preliminaries [26.9.4]

• Contractor's selection

Select Option A or B ☐

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

• Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
----------	---



Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and disestablishment charges, insurances and guarantees, all in terms of the programme
----------	---

• **Adjustment methods**

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

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
----------	---

Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>
----------	---

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%)</p> <p>Value-related - Fifteen per cent (15%)</p> <p>Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
----------	---

Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply
----------	---

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



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 / organization) of
..... (address) (the Parties) and
..... (name) of
..... (address)
(the Adjudicator).

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

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by: _____

Name: _____

who warrants that he / she is duly
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: _____



Contract Data

1	The Adjudicator shall be paid at the hourly rate of R in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI

IMPLEMENTED BY THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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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 duly 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

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 falsework, 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.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	



15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

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**

- The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- 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 duly 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 sub-contractor 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 sub-contract 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 supervisors

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

7.5 Competent persons

The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;
- the stacking and storage of articles on the site; and
- fire equipment.

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.



6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

- i. *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week.*
- ii. *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
- iii. *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.

7.6 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 duly 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 is to ensure that, where applicable, the following is attended to:

1. Application for a Construction Work Permit Number (as per DoL Chief Inspector, July 2018).

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out **apply to the provincial director in writing for a construction work permit to perform construction work** if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

2. 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.

7.6 Responsibilities towards employees and visitors

1. The contractor shall as far as is 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; and
 - 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.

7.8 Design of temporary work

The contractor shall:

- a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and
- c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities

7.9 Notification of intention to commence construction work

- i. The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:
 - a. excavation work;
 - b. working at height where there is a risk of falling;
 - c. the demolition of a structure;
 - d. the use of explosives; or
 - e. a single storey dwelling for a client who is going to reside in such dwelling upon completion
- ii. The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.
- iii. The contractor shall ensure that no asbestos.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

The successful bidder shall render repairs and renovations to the departments' offices located at No. 1 Creamery Road, Kings Park, Komani. The maintenance shall include removal of gutters and stripping away all old torching. A double layer system with maintenance free capping will be applicable – This is a 3mm underlay and aa 4.5kg/m² Mineral self-protecting overlay top

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cover sheet. All cracks and voids in the parapet wall mortar must be repaired, thereafter the exterior face and interior face of the parapet wall shall be waterproofed. The gutters shall be re-installed again after being cleaned and where any are damaged they shall be replaced.

9. 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.

10. 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, as relevant of:
the following documents which shall be placed in the file prior to commencing with physical construction activities:
 - copy of the contraction work permit issued in terms of the Construction Regulations 2014;
 - the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
 - copies of all risk assessments that were conducted.
 - the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
 - the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
 - the construction manager and any assistant construction managers;
 - the construction health and safety manager
 - the construction health and safety officer
 - the risk assessor who is tasked to perform the risk assessments; and
 - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
- g) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;



- h) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- i) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
- j) the preliminary hazard identification undertaken by a competent person;
- k) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
- l) the contractor's health and safety plan;
- m) the emergency procedures;
- n) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
- o) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- p) the following documents, as relevant, which shall be placed in the file after construction activities have commenced;
- q) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:

- persons who are required to assist the construction supervisor;
- construction supervisor for the site in respect of construction work covered by the Construction Regulations;
- competent persons;
- assistants of construction supervisor; and
- designers of temporary works;.

- r) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
- s) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;
- t) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- u) proof of all subcontractor's induction training whenever it is conducted;
- v) copies of the minutes of the contractor's subcontractors health and safety meetings;
- w) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- x) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- y) copies of the fall protection plan and each revision thereof;
- z) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- aa) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every subcontractor working on the site;
- bb) any report made to an inspector by the health and safety committee;
- cc) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- dd) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- ee) the inputs of the safety officer, if any, into the health and safety plan;
- ff) details of induction training conducted whenever it is conducted including the list of attendees;
- gg) proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;



- proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
- hh) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- ii) a copy of risk assessments made by competent persons;
 - jj) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
 - kk) the names of the first aiders on site and copies of the first aid certificates of competency;
 - ll) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
 - mm) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:
 - a.details of all incidents together with the Contractor's investigative report on such incident;
 - b.the record of inspections carried out by the designers of structures to ensure compliance with designs; and
 - nn) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;.
 - oo) The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.
 - pp) The health and safety file shall be updated to ensure that its contents always reflect the latest available information.
 - qq) The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

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.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:



- a) Site establishment
- b) Dealing with existing structures
- c) Location of existing services
- d) Boundary & Access control/Public liability exposures
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Dealing with HIV & aids other related diseases
- g) Use of portable electrical & explosive tools
- h) Loading & offloading of trucks
- i) Driving & operations of Construction vehicles & mobile plant
- j) Temporal works and
- k) Construction work as defined in the construction regulation 2014

14. 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) Construction, Regulation 6(1)	Assigned duties (Managers) Designation of Person Responsible on Site	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other person/s by CEO. 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. 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



		<ul style="list-style-type: none"> • 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 • 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 damage personal protective clothing.

iii. Competent persons

The Principal contractor and other contractors shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;



- 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:

a) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

b) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

c) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

d) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

e) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

f) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment



g) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

h) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

i) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

j) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

k) Hazardous Chemical Substances Waste Removal

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

The contractor shall provide adequately marked and sealable containers to transport The hazardous chemical waste from the source to the approved Department of Public Works disposal point.



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









- 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 Brngade		
	Engineer		



C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. The bid is the refurbishment of an existing building.
2. The rates, sums, percentage fees and prices in the Proposal are to be duly inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described (design and construct) in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Where time-based rates are quoted, such shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
3. All other rates, sums, percentage fees or prices (as applicable) tendered in the Proposal shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.
4. Payments will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.



C2.2 PRICING SCHEDULE

PROJECT: REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI

The proposal from the service provider shall be deemed to be full compensation for the work as specified. The offer includes, the health and safety plan, the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the works as specified below.

Further, the offer includes all transport, advertising, accommodation, safety, security, quality control, overheads, profit, risks, printing and escalation and incidental costs incurred for the successful completion of the work.



BILLS OF QUANTITIES

CHR5-22/23-0006

REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI

Item No.	Unit	Qty	Rate	Amount
SECTION 1 BILL NO.1 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.				
Carried to collection				<u>Not Priced</u>

	<p>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</p> <p>DEFINITIONS</p> <p>A1.0 DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of “Commencement Date” is added:</p> <p>“COMMENCEMENT DATE” means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>Clause 1.1 Definition of “Construction Guarantee” is amended by replacing it with the following:</p> <p>“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</p> <p>Clause 1.1 Definition of “Construction Period” is amended by replacing it with the following:</p> <p>“CONSTRUCTION PERIOD” means the period commencing on the commencement date and ending on the date of practical completion</p> <p>Clause 1.1 Definition of “Corrupt Practice” is added:</p> <p>“CORRUPT PRACTICE” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>Clause 1.1 Definition of “Fraudulent Practice” is added:</p> <p>“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.</p> <p>Carried to collection</p>				<p>Not Priced</p>
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	<p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>"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).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"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</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>"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</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>OBJECTIVE AND PREPARATION</p> <p>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>Carried to collection</p>	Item			Not Priced
A2.0		Item			Not Priced
					Not Priced

A3.0	<p>DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>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</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A4.0	<p>DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not Priced
A5.0	<p>EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not Priced
A6.0	<p>SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	item			
	Carried to collection				

A7.0	<p>COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>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</p> <p>See also clause C11 of Section C – Occupational Health and Safety</p>				
A8.0	<p>WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not Priced
A9.0	<p>INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
A10.0	<p>WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(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</p> <p>(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</p> <p>carried to collection</p>				Not Priced

	<p>(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</p> <p>(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</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p>				
	Carried to collection				<u>Not Priced</u>

	<p>(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</p> <p>(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</p> <p>10.7 High risk insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>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</p> <p>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</p> <p>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</p> <p>Carried to collection</p>				<p>Not Priced</p>
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	<p>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</p> <p>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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A11.0	LIABILITY INSURANCES				
	Clause 11.0				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
A12.0	EFFECTING INSURANCES				
	Clause 12.0				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
	Carried to collection				

	<p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>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</p> <p>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</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>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</p> <p>Carried to collection</p>				<p>Not Priced</p>
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	<p>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</p> <p>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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>EXECUTION</p> <p>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
	Carried to collection				<u>Not Priced</u>

[illegible]

<p>A17.0</p> <p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item		Not Priced
<p>A18.0</p> <p>SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item		Not Priced
<p>A19.0</p> <p>ASSIGNMENT</p> <p>Clause 19.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item		Not Priced
<p>A20.0</p> <p>NOMINATED SUBCONTRACTORS</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>		Item		Not priced
<p>A21.0</p> <p>SELECTED SUBCONTRACTORS</p> <p>Clause 21.0</p> <p>Clause 21 is amended by replacing it with:</p> <p>No clause</p>	<p>Carried to collection</p>			<p>Not Priced</p>

<p>A35.0</p>	<p>PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>CANCELLATION</p> <p>A36.0 CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT</p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer”</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>item</p>			<p>Not priced</p>
	<p>Carried to collection</p>				<p><u>Not Priced</u></p>
<p>A37.0</p>	<p>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this 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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>Item</p>			<p>Not priced</p>

<p>A38.0</p>	<p>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>Item</p>			<p>Not priced</p>
<p>A39.0</p>	<p>CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p>				<p>Carried to collection</p>
					<p><u>Not Priced</u></p>

	<p>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"</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>A40.0 DISPUTE</p> <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 cost concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p> <p>A41.0 STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>CONTRACT VARIABLES</u></p> <p><u>THE SCHEDULE (C1.2: CONTRACT DATA)</u></p> <p>A42.0 PRE-TENDER INFORMATION</p> <p>Clause 42.0</p> <p>Tenderers are referred to the document C1.2: Contract Data for variables pertaining to this contract</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>Carried to collection</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>			<p>Not priced</p> <p>Not priced</p> <p>Not priced</p> <p>Not priced</p> <p>Not priced</p> <p><u>Not Priced</u></p>
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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		Not Priced
B2.0 DOCUMENTS			
B2.1 Checking of documents			
Fixed: _____ Value related: _____ Time related: _____	Item		Not priced
B2.2 Provisional bills of quantities			
Fixed: _____ Value related: _____ Time related: _____	Item		Not priced
B2.3 Availability of construction documentation			
Fixed: _____ Value related: _____ Time related: _____	Item		Not priced
B2.4 Interests of agents			
Fixed: _____ Value related: _____ Time related: _____	Item		Not priced
B2.5 Priced documents			
Fixed: _____ Value related: _____ Time related: _____	Item		Not priced
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		Not priced
Carried to collection			<u>Not Priced</u>

B3.0	THE SITE				
B3.1	Defined works area				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B3.2	Geotechnical investigation				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B3.3	Inspection of the site				
	Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B3.4	Existing premises occupied				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B3.5	Previous work – dimensional accuracy				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B3.6	Previous work – defects				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B3.7	Services – known				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B3.8	Services – unknown				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
Carried to collection					<u>Not Priced</u>

[illegible]

B6.6	Subcontractors' notice board			Item			Not Priced
	Fixed _____	Value related _____	Time related _____				

B7.0 TEMPORARY SERVICES				
B7.1 Location				
Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B7.2 Water				
Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B7.3 Electricity				
Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
B7.4 Telecommunication facilities				
Fixed: _____ Value related: _____ Time related: _____	Item			R
B7.5 Ablution facilities				
Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B8.0 PRIME COST AMOUNTS				
B8.1 Responsibility for prime cost amounts				
Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B9.0 ATTENDANCE ON N/S SUBCONTRACTORS				
B9.1 General attendance				
Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B9.2 Special attendance				
Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
Carried to collection				R

Not Priced

B11.4	<i>Notice before covering work</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.5	<i>Disturbance</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.6	<i>Environmental disturbance</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.7	<i>Works cleaning and clearing</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.8	<i>Vermin</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.9	<i>Overhand work</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.1	<i>0 Instruction manuals and guarantees</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.1	<i>1 As built information</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B11.1	<i>2 Tenant installations</i>				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not Priced
B12.0	SCHEDULE OF VARIABLES				
	Carried to collection				Not Priced

B12.1	Schedule of variables Fixed: _____ Value related: _____ Time related: _____	Item		Not Priced
B12.1 .1	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.			
B12.1 .2	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			
B12.1 .3	PRE-TENDER INFORMATION <i>Provisional bills of quantities</i> The quantities are provisional YES			
B12.1 .4	Availability of construction documentation Construction documentation is complete YES			
B12.1 .5	Interests of agents Details:			
B12.1	Defined works area Details: The work area will be pointed out by the principal agent to the contractor who will sign written acknowledgement thereof before commencing operations.			
B12.1 .7	Geotechnical investigation Details: A detailed geotechnical investigation has been carried out.			Not Priced
	Carried to collection			<u>Not Priced</u>

B12.1	.13 <i>Inspection of adjoining properties</i> Specific requirements: N/A				
B12.1	.14 <i>Enclosure of the works</i> Specific requirements: The contractor shall enclose the areas of work, corndon off, mark and restrict access to the site with suitable barriers, all in compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of February 2014.				
B12.1	.15 <i>Offices</i> 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.				
B12.1	.16 <i>Main notice board</i> Specific requirements: The contractor shall supply, erect where directed, maintain and remove on completion of the works, an EPWP compliant notice board as detailed on the enclosed drawings.				
B12.1	.17 <i>Subcontractors' notice board</i> A notice board is required: NO Specific requirements:				
B12.1	.18 <i>Water</i> Option A (by contractor) YES				
	Carried to collection				<u>Not Priced</u>

[illegible]

B12.1					
.20	Telecommunications				
	Telephone	YES			
	Facsimile	YES			
	Email	YES			
B12.1					
.21	Ablution facilities				
	Option A (by contractor)	YES			
	Option B (by employer)	NO			
B12.1					
.22	Protection of existing/sectionally occupied works				
	Protection is required				
B12.1					
.23	Special attendance				
	Subcontractor (1) details:				
	Subcontractor (2) details:				
	Subcontractor (3) details:				
	Subcontractor (4) details:				
B12.1					
.24	Protection of the works				
	Specific requirements:				
B12.1					
.25	Disturbance				
	Specific requirements:				

	<p>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 / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not Priced
	Carried to collection				Not Priced

C1.2	<p>TRADE NAMES</p> <p>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</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>C1.2. 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 (T2.2q) 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> <p>C1.3 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> <p>C1.4 ENTRANCE PERMITS TO SECURITY AREAS</p>	Item			Not Priced
		N/A			
		N/A			
	Carried to collection				Not Priced

	<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> <p>C1.5 SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>C1.6 PROHIBITION ON TAKING OF PHOTOGRAPHS</p> <p>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</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1958</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>			
	<p>Carried to collection</p>				<p><u>Not Priced</u></p>

C1.7	<p>HIV/AIDS AWARENESS</p> <p>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 / lump sum document. 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</p> <p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
C1.7. 1	<p>AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
C1.7. 2	<p>AWARENESS WORKSHOPS</p>				<div></div> <div>Carried to collection</div>

Not Priced

	<p>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</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
C1.7. 3	<p>POSTERS, BOOKLETS, VIDEOS, ETC.</p>				
	<p>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</p>				
	<p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
C1.7. 4	<p>ACCESS TO CONDOMS</p>				
	<p>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</p>				
	<p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
C1.8	<p>MONITORING</p>				
	<p>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</p>				
	<p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			Not priced
	<p>Carried to collection</p>				Not Priced

C1.9	OCCUPATIONAL HEALTH AND SAFETY ACT				
	<p>Bidders are to allow for costs to ensure and maintain compliance with the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations of February 2014. For client specific requirements please see the clients' project specific health and safety</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item		R	
C1.9. 1	HEALTH AND SAFETY PLAN				
	Preparation of Contractor's site specific Health and Safety Plan	Item		R	
	Carried to collection			R	

C1.9.	2	FIXED OBLIGATIONS				
		Principal Contractor's initial obligations in respect of the OHS Act and Construction regulations	Item			
C1.9.	3	TIME RELATED OBLIGATION				
		Principal contractor's initial obligations in respect of the OHS Act and construction Regulation	Item	1,00		R
C1.9.	4	PROVISION FOR PERSONAL PROTECTIVE EQUIPMENT & PROTECTIVE CLOTHING				
	1	Reflective Bibs	No.	1,00		R
	2	Hard hats	No.	1,00		R
	3	Earplugs	No.	1,00		R
	4	Dust masks	No.	1,00		R
C1.9.	5	HEALTH AND SAFETY OFFICER				
	1	Provision of full time Construction Health and Safety Officer	Item			R
C1.9.	6	COST OF MEDICAL CERTIFICATES AND MEDICAL SURVEILLANCE				
	1	Initial (baseline) medical examinations	Item			R
	2	Periodic examinations	Item			Not priced
	3	Exit examinations	Item			Not priced
C1.9.	7	TRAINING				
		Induction training	Item			Not priced
C1.9.	8	NOISE MONITORING				
	1	Establishment of noise	Item			Not priced
	2	Audiograms	Item			Not priced
		Carried to collection				R

C1.9. 9	SIGNAGE				
	Occupational health and Safety Signage	Item			R
C1.9. 10	FIRST AID				
	Provision of First Aid Boxes	Item			R
C1.9. 11	SUBMISSIONS				
	Submission of Health and Safety File	Item			R
C1.10	REPORTING BY THE CONTRACTOR				
	The contractor is required to complete the Contractors Monthly Report together with the contractors payment claim.				
	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
C1.11	LOCAL LABOUR AND LOCAL BUILDING MATERIALS				
	The Contractor's attention is drawn to the Labour Intensive Methods and requirements				
	All requirements of the aforementioned are to be priced hereunder. No additional claims or extras in the contract in this regard will be entertained				
	It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the locality, other may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of local labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community				
	Carried to collection			R	

	Fixed: _____ Value related: _____ Time related: _____	Item			Not priced
C1.12	LOCAL BUILDING MATERIALS				
<p>Preferences shall be given to the supply of materials produced or manufactured in Eastern Cape Province provided that:</p>					
<p>(a) Such materials comply in all respects with respect with the specific requirements of PW371 A B</p>					
<p>(b) The availability of such materials shall not adversely affect the desired progress of the specific works</p>					
<p>(c) The use of such materials shall not constitute grounds for any claim for increased cost in material thereof</p>					
	Carried to collection				Not Priced

Item No.	Page No.	Amount
SECTION 1		
BILL NO.1		
<u>COLLECTION:</u>		
Brought forward from page	1	Not Priced
Brought forward from page	2	Not Priced
Brought forward from page	3	Not Priced
Brought forward from page	5	Not Priced
Brought forward from page	6	Not Priced
Brought forward from page	7	Not Priced
Brought forward from page	9	Not Priced
Brought forward from page	10	Not Priced
Brought forward from page	11	Not Priced
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Brought forward from page	45	R
Brought forward from page	46	R

ITEM N°	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION NO.2</p> <p>BILL NO 1</p> <p>ALTERATIONS</p> <p>PREAMBLES</p> <p>REMOVAL OF EXISTING WORK</p> <p>NOTE: For Preamble see "PW 371 - A Edition 2.0 - Construction Works: Specifications , General Specification "as published by the Department of Public Works (2nd Edition July 2013)</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Tenderers are advised to visit the site before tendering and satisfy themselves as to the nature and extent of the works to be done, means of access to the site, and portions of the building to be demolished. No claims will be entertained due to the tenderer having failed to comply with the above conditions</p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Project Manager</p> <p>In taking down and removing existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portion of the building. The contractor must protect all work not removed, such as walls, floors, doors windows or other joinery or fittings from damage during the progress of work and provide all necessary for so doing so.</p> <p>Old materials from alterations except where described to be reused or handed over, as well as old rubbish, etc must be re-used or carted away from site and dumped on site specified by the Project Manager.</p> <p>REMOVAL OF RAINWATER DISPOSAL GOODS</p> <p>Taking down and removing gutters, etc</p> <p>1 Carefully remove seamless aluminium gutters and re-use old ones that are in condition and replace damaged gutters with new gutters (elsewhere measured)</p> <p>2 Hack up and remove old waterproofing system in roofs</p>				
	Carried forward final summary				

REPAIRS AND RENOVATIONS TO ROOF - ECDPWI REGIONAL OFFICES, KOMANI (CHR5-22/23-0006)

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO.2</u>				
	<u>BILL NO 2</u>				
	<u>PLUMBING AND DRAINAGE</u>				
	<u>PREAMBLES</u>				
	NOTE: For Preamble see "PW 371 - A Edition 2.0 - Construction Works: Specifications , General Specification "as published by the Department of Public Works (2nd Edition July 2013)				
	<u>RAINWATER DISPOSAL</u>				
	<u>Marley Streamline Double Flow:</u>	H3			
	125 X 75 X 125mm Aluminium Industrial Gutter Rainwater Pipe fixed to rails in continuous lengths at not exceeding 600mm centres with and including approved gutter brackets. Reinstallation to be executed when waterproofing is complete, install with accessories in Long Lengths Fixed All In Strict Accordance With The Manufacture's				
1	Instructions	m	233		
2	Extra over eaves gutter for stopped end	No	2		
3	Extra over eaves gutter for outlet for 100 x 75mm pipe	No	2		
4	78 x 78mm Rainwater pipes fixed to walls with and including approved holderbats at 1500mm centres	m	6		
5	Extra over rainwater pipe for bend	No	2		
	carried to sectional summary				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION NO.2</p> <p><u>WATERPROOFINGS, ETC</u></p> <p>SUPPLEMENTARY PREAMBLES</p> <p>NOTE: For Preamble see "PW 371 - A Edition 2.0 - Construction Works: Specifications , General Specification "as published by the Department of Public Works (2nd Edition July 2013)</p> <p><u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u></p> <p><u>Waterproofing</u></p> <p>Waterproofing to roofs, etc. must be done by an approved firm of specialists in this type of work and must be carried out in accordance with the manufacture's instructions The contractor shall provide a written ten (10) years warranty for workmanship, materials and installation from the date of certified completion</p> <p>Install new waterproofing on sloping roofs. 3mm Unigum underlay and Unigum 4.5kg/m2 mineral surface self protecting as the overlay top cover sheet. The membrane to be counterflushed at the outerward edge of building and tucked under the gutter at the inward edge.</p> <p>Waterproofing system on parapet wall comprising Wallseal on exterior face, the interior face to be primed with Abeproof liquid membrane primer and Abeproof liquid Membrane and Silverkote Eco as the final protective coating. All cracks to be repaired with Durapep FC and Abebond Plaster Enhancer.</p>				
1		m2	450		
2		m2	150		

Section No. 2				
<u>SECTION SUMMARY - Building Work</u>		<u>Page</u>		<u>Amount</u>
1	PLUMBING AND DRAINAGE	35		R
2	WATERPROOFINGS, ETC	36		R

			carried to final summary			R
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SECTION No. 3**BILL No. 1****BUDGETARY ALLOWANCE****SAFETY HARNESS PROTECTION**

- | | | Amount |
|---|--|-------------|
| 1 | Provide the sum of R 35 000.00 (Thirty-five Thousand Rand) for Technical Harness, 45mm webbing dorsal attachment point, adjustable leg & shoulder strapa with buckels,high density foam padding on shoulders,leg straps & waist belt. SABS system to be wear all time. | R 35 000,00 |

SCAFFOLDING PROTECTION

- | | | |
|---|--|-------------|
| 2 | Provide the sum of R 80 000.00 (EightyThousand Rand) for Scaffolding / Protection system to be supply and erection of scaffolding completed by a specialist. | R 80 000,00 |
| 3 | Allow for profit | |
| 4 | Allow for attendance | |

FINAL SUMMARY				Amount
SECTION NO.1 PRELIMINARIES			R	
SECTION NO.2 BUILDING WORK			R	
SECTION NO.3 PROVISIONAL SUMS			R	
Sub Total			R	
Contingencies (10%)	%	10		
Sub Total			R	
VAT (15%)	%	15		
Total (carry over to form of offer and acceptance)			R	
TOTAL				R 00,00



PART C3: SCOPE OF WORKS:

Repairs and renovations to roof – ECDPWI Regional Offices

The successful bidder shall render repairs and renovations to the departments' offices located at No.1 Creamery Road, Kings Park, Komani.

The maintenance shall include:

- Removal of gutters
- Stripping away all old torching
- A double layer system with maintenance free capping will be applicable – This is a 3mm underlay and a 4.5kg/m² Mineral self-protecting overlay top cover sheet.
- All cracks and voids in the parapet wall mortar must be repaired; thereafter the exterior face and interior face of the parapet wall shall be waterproofed.
- The gutters shall be re-installed again after being cleaned and where any are damaged, they shall be replaced.



SITE INFORMATION

C.4.1: SITE INFORMATION

Project Title:	REPAIRS AND RENOVATIONS TO ROOF – ECDPWI REGIONAL OFFICES, KOMANI
Tender No.:	CHR5-22/23-0006

4.1 GENERAL

The approximate localities of the office are as indicated on the attached Locality Plan.

4.2 Ground Conditions

N/A

4.3 Underground Services

Responsibility of Contractor.

4.4 Environmental Issues

Contractors to be compliant to Environmental Management Act

4.5 Adjacent Buildings

N/A

4.6 Location Map

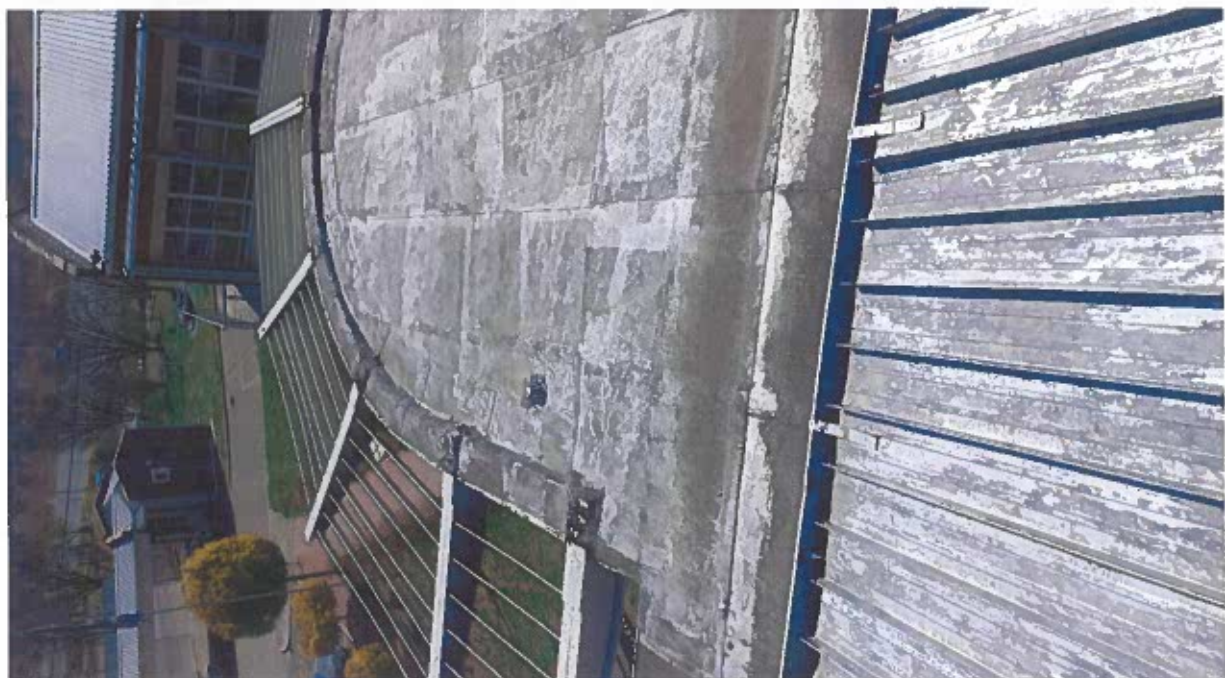
Department of Public Works and Infrastructure
No. 1 Creamery Road,
Old CPA Building,
5320

Coordinates: -31.892040828926543, 26.857394362705932



PICTURES OF ROOF











Aerial photograph

