



BID NO: 06/FY/21

**REFURBISHMENT OF MIDDLE BEACH FACILITIES
AT PORT ALFRED.**

Closing Date & Time : 08 December 2020 @ 11:00 am

A Tender for Category : 2GB PE or 3GB Only CIDB Registered Contractors

Name of Tenderer : _____

Non-Compulsory Briefing : 16 November 2020, Middle Beach @ 13:30pm

GPS Co-ordinates : 33 41' 22" S and 26 40'28" E

Total Bid Price : _____

CSD Number : _____

CIDB CRS Number : _____

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 06/FY/21 – REFURSHIMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

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TENDER SUMMARY PAGE

NAME OF TENDERER

.....

DETAILS OF CONTACT PERSON:

NAME

.....

TELEPHONE NUMBER

.....

FAX NUMBER

.....

E-MAIL ADDRESS

.....

ADDRESS OF TENDERER

.....

.....

.....

.....

.....

VAT REGISTRATION NO.

.....

PREFERENCE POINTS CLAIMED

.....

(Max. 20 points)

CONSTRUCTION PERIOD OFFERED*

.....

(Max. 7 months)

***(Measured from date of official Site Hand Over)**

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorised to sign the TENDER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

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1: TENDER

Contractor

Witness 1

Witness 2

Employer

T1

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

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PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.0

PART T1: TENDERING PROCEDURES

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Contractor

Witness 1

Witness 2

Employer

T1.i

Witness 1

Witness 2

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO: 06/FY/21

REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

Tenderers should have a CIDB contractor grading designation 2GB PE OR 3GB Only. Contractors with grading designation of 4GB or higher will not be considered.

Tenderers will be evaluated on four stages. In Stage 1 bids will be evaluated on pre-requisites, Stage 2 Local Content, Stage 3 (Price and B-BBEE) 80/20. In Stage 4 bids will be assessed for risk.

The Tender documents will only be obtainable as from the **06 November 2020** and should be downloaded from the following websites: www.visit-easterncape.co.za/procurement/tenders; or www.ectreasury.gov.za;

A **NON-COMPULSORY TENDER CLARIFICATION MEETING** will be held in respect of this tender on **16th of November 2020 at 13:30pm at Middle Beach (Site), PORT ALFRED; GPS co-ordinates: 33 41' 22" S and 26 40' 28" E**. Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

The lowest or any tender will not necessarily be accepted, and the agency reserves the right to accept the Tender as a whole or in part. Bids must remain valid for a period of **120 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The closing date and time for receipt of bids is **08 December 2020 at 11:00am**. Bids must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be addressed to, **The Chief Executive Officer**, and must be submitted in the tender box located at, 17-25 Oxford Street, Corner Oxford and Fleet Street East London, before the closing time and date.

TECHNICAL ENQUIRIES

1. Ms M. Lawana, Project Manager: Tel: 043 705 4400, Fax: 043 742 5566, E-mail: Mandilakhe.Lawana@ecpta.co.za
2. Mr. M Sandi, Supply Chain Management: Tel: 043 705 4400, Fax 086 206 0595, E-mail: Mcebisi.Sandi@ecpta.co.za

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.1.1

T1.2 TENDER DATA

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 30960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za)

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions

The Employer for this Contract will be the instance named in the Contract Data.

F.1.2 Tender Documents

(a) The Tender Document issued by the Employer comprises of the following:

THE TENDER		
Part T1	:	Tender Procedures
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
Part T2		Returnable Documents
T2.1		Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness
T2.2		Other Forms, Certificates and Schedules that will be Incorporated into the Contract
T2.3		Documentation, Forms and Schedules Required for Tender Evaluation Purposes
T2.4		Other Documentation, Forms and Schedules required for Tender Evaluation Purposes

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.1

THE CONTRACT (Part3)		
Part C1		Agreements and Contract Data
C1.1		Form of Offer and Acceptance
C1.2		Contract Data
Part C2		Pricing Data
C2.1		Pricing Instructions
C2.2		Provisional Bills of Quantities
C2.3		Amendments, Qualifications and Alternatives by Tenderer
Part C3		Scope of Work
C3.1		Standard Specifications
C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
Part C4		Site Information
C4.1		Geotechnical Information of Site

The Tender Document and the drawings shall be obtained from the Employer or his authorised representative at the physical address stated in the Tender Notice, upon payment of the amount stated in the Tender Notice.

The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

- (a) **“JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)”** issued by the Joint Building Contracts Committee Inc. (including amendments).
- (b) **“Standardized Specifications for Civil Engineering Construction” SANS 1200.**
- (c) **“Code of Practice for the application of the National Building Regulations” SABS 0400-1990**
- (d) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2

No 25207 of 18 July 2003, Notice No R1010).

- (e) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010,
- (ii) SANS 1921:2004 Construction and Management

Part 1 : General Engineering and Construction Works;

Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor Part 3 : Structural Steelwork

Part 5 : Earthworks Activities which are to be performed by hand

- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 34350 of 8 June 2011

F.1.4 Communication and Employer's Agent

The Employer's agent is : Mr. George Chigunwe
Address : 48 Hillcrest Drive, Beacon Bay
East London, 5214
Contact Number : (043) 748 1800

F.2.1 Eligibility

A Tenderer will not be eligible to submit a Tender if:

- (a) the Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:

(a) Contractors who have a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Tender sum, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a GB class of construction work; and

Joint ventures are eligible to submit Bids provided that:

- (a) every member of the joint venture is registered with the CIDB

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which is **n o n - c o m p u l s o r y** for this contract, are as follows:

Site Inspection and Clarification Meeting - Location/venue: Middle Beach Site Port Alfred

Date: 16th of November 2020, GPS Coordinates: 33 41' 22" S and 26 40'28" E

Starting time: 13:00pm

GPS Coordinates: **33 41' 22" S and 26 40'28" E**

F.2.12 Alternative Tender offers

No alternative offers will be considered, but the original tender document needs to be completed and submitted as well.

F.2.13 Submitting a Tender Offer

Tender offers shall be submitted as an original only. All three volumes of the tender document must be printed and neatly ring bound. All three documents must be submitted on the tender closing date with all the relevant information completed and pages signed. All the required information and documentation required for the evaluation of the tender must be bound into the document. The Provisional Bills of Quantities must be completed by hand.

F.2.13.1 Delivery of Tender

The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender boxes: At Reception in the offices of Eastern Cape Parks & Tourism, East London

Physical address: 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details: REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED

F.2.15 Closing time

The closing time for submission of Tender Offers is **11:00am** on 08 December 2020

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.

F.2.16 Tender offer validity

The Tender offer validity period is 120 days from the closing time for submission of Bids.

F.2.17 Clarification of Tender Offer after submission

For this contract the employer may, after clarification with the Tenderer, agree to amend the total of the prices stated by the Tenderer in his Tender offer.

F.2.19 Inspections, tests and analyses

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Where a Tenderer who received a Tender document does not submit a Tender, the Tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.

F.2.23 Certificates

The following documentation must be provided with the Tender:

1. An Original and Valid Tax clearance Certificate or SARS Pin from SARS certifying that the taxes of the Tenderer is in order.
2. Copy of the Central Supplier Database (CSD) Summary Report.
3. A Valid Copy of VAT Registration Certificate (if VAT number is not quoted in the Tax Clearance Certificate).
4. Proof of Contractor Registration with the CIDB (CRS number to be provided).
5. A Valid certified copy of the B-BBEE certificate as issued by a SANAS accredited verification agency, should the Tenderer wish to claim points for B-BBEE status or a certified Sworn Affidavit
6. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
7. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
8. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)
9. A Valid certified Copy of the consolidated B-BBEE Status Level Certificate in a case of Joint Ventures

F.3.4 Opening of Tender Submissions

Bids will be opened in public at the date and time stipulated in the tender advert.

F.3.5 One envelope system

The One envelope system will be followed for this Tender.

F.3.9 Arithmetical Errors, omissions and discrepancies

- **Add to clause F.3.9.1 the following:**

"If it is found obvious that a bona-fide mistake was made in writing out the Tender amount, or if the total Tender amount is corrected according to the prescripts of **F.3.9.2 to F3.9.4** below, the amount in words shall be amended".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **Replace clauses F.3.9.2, F3.9.3 and F3.9.4 with the following:**

“Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- (a) If a Bills of Quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line item total shall be corrected**.

However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the Tendered rate or the line total as the case may be, subject to clarification in terms of Clause F.2.17.

- (b) Where there is an error in the total of the prices, either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to obtain the correct Tender value.”

F.3.11 Evaluation of Tender Offers

Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in four stages, namely:

- Stage 1: Pre-requisites
- Stage 2: Local Content Declaration for designated items
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Assessment

Stage 1: Pre-requisites

Over and above the test for responsiveness as described under F3.8 of the Standard Conditions of Tender, failure of the Tenderer to submit the following will result in immediate disqualification:

- (i) **CIDB Grading:** Proof of CIDB contractor grading designation equal to **2GB PE or 3GB Only**
- (ii) **Locality of the Bidder:** Bidders **MUST** reside within the Ndlambe Local Municipality. **Proof of company address MUST be provided in ANY of the following documents:**
- Valid and signed Lease Agreement
 - Utility Bill not older than 3 months
 - Municipal Account not older than 3 months
 - Stamped address confirmation letter from Ward Councillor not older than 3 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iii) **Company Experience:** Bidders **MUST** provide evidence of execution or completion of at least **two (2)** General Building projects (GB). Only projects with a rand value of **R500 000** and above will be considered.

NB: Proof of experience must be on the client's letterhead and can be submitted in ANY of the following documents:

- Written reference letters,
- Letter of awards,
- Copies of purchase orders,
- Service Level Agreements,
- Completion certificates

NB: Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Local Content

Only locally produced or locally manufactured products and components for construction will be considered based on the prescribed threshold for each component. Bidders must complete and submit SBD 6.2 and all its associated Annexures in order to be considered. Failure to complete the SBD 6.2 and or its Annexures or failure to obtain the minimum threshold for local content will result in immediate rejection of the bid.

Stage 3: Financial Offer and Preference Evaluation

Bids will be evaluated based on 80/20 principle, in which a maximum of 80 points will be awarded to price based on the following formulae:

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million 4(a)(i) The following formula must be used to calculate the points for price in respect of bids (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):

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.

4(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

~~4(b) Subject to subparagraph (4) (c), points must be awarded to a tender for attaining the B-BBEE status~~

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

level of contributor 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(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

Stage 4 : Risk Analysis

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- a) Clause F.3.13 of the Standard Conditions of Tender below (Annexure F);
- b) Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only" items;
- c) Contract data provided by the contractor; and
- d) The contents of the Tender Returnables which are to be included in the contract.

Cancellation and re-invitation of Bids

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The employer may, prior to the award of a Tender, cancel the Tender if –

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable Bids are received; or
- (d) there is material irregularity in the tender process

If the Tender is cancelled, it shall be published in the Government Tender Bulletin or the media in which the original Tender invitation was advertised, and all invited tenderers will be informed.

The following conditions shall apply:

- (i) Any discounts offered unconditionally shall be taken into account when calculating comparative prices.
- (ii) Although discounts offered conditionally shall not be taken into account for evaluation purposes, such discounts shall be implemented when payment is affected (should the Tender prove to be successful).
- (iii) Points scored shall be rounded off to the nearest 2 decimal places.
- (iv) In the event that two or more Bids score equal total points, the successful Tender must be the one scoring the highest number of preference points for B-BBEE. However, when functionality is part of the valuation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Tender must be the one scoring the highest score for functionality. Should two or more Bids be equal in all respects, the award shall be decided by the drawing of lots.
- (v) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level certificate.
- (vi) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- (vii) A person must not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- (viii) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

Declarations

A Tender must, in the manner stipulated in the Tender document, declare that:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (a) the information provided is true and correct;
- (b) the signatory to the Tender document is duly authorized; and
- (c) documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state.

If it is detected that –

- (a) B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
- (b) any of the conditions of the contract have not been fulfilled.

The employer shall act against the Tenderer or person guilty of such misconduct.

In addition to any other remedy the employer may have against such person(s), the employer may also:

- (a) disqualify the person from the Tendering process;
- (b) recover all 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 favorable arrangements due to such cancellation;
- (d) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

Tax Clearance

- a) It essential to ensure that persons conducting business with the State are tax compliant at the awarding of bids as no bid may be awarded to persons who are not tax compliant
- b) In order to comply with the provisions of tax, bidders must utilize the Standard Bidding Document (SBD1) issued with this bid
- c) Bidders must submit their tax compliance status PIN together with the bid
- d) The Central Supplier Database and tax compliance PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids
- e) Printed copies of Tax Clearance Certificates will be accepted and verified on the e-Filing.

F.3.13.1 Acceptance of Tender Offer

Tender offers will only be accepted if:

- (a) the Tenderer has submitted with his Offer all relevant documentation as stated in F2.23
- (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

- (d) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System or
 - (ii) failed to perform on any previous contract.
- (e) the Tenderer has achieved the minimum score for quality as stated in F.3.11.

F3.17 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is **ONE**.

The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement (28 May 2010), which contains references to the Tender Data for details that apply specifically to the Tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.3 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- (a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (c) be made between offers on a comparative basis
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

F.1.5 The employer’s right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for bids.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that bids be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 TENDERER’S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for bids.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.7 Site visit and clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 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.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall 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.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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 non-responsive.

F.2.15 Closing time

F.2.15.1 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. Accept the proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 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.

F.2.16.2 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.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, and where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other 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.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive bids, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive bids 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.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T EV) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 06/FY/21

REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

PART T2: RETURNABLE DOCUMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

RETURNABLE DOCUMENT CHECKLIST

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed included and read by the Tenderer.

Page	Ref	Description	Completed/ Included/ Read
		All pages requiring signatures signed by the Tenderer (authorized Person)	
1		Correct Tender Offer Amount on BOQ's carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)	
T2.3	T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	
T2.4	T2.1.1	Non-compulsory Tender Briefing / Site Inspection Certificate	
T2.5- T2.7	T2.1.2	Certificate of Authority for Signatory	
T2.8	T2.1.3	Registration Certificates / Agreements / Identity Documents	
T2.9- T2.17	T2.1.4	Joint Venture / Consortium Disclosure Form	
T2.18	T2.1.5	Tax Clearance Certificate/ Compliance PIN	
T2.19	T2.1.6	Proof of Registration with CIDB	
T2.20	T2.1.7	Proof of Workmen's Compensation Registration	
T2.21	T2.2	Other Forms, Certificates and Schedules that will be incorporated into the contract	
T2.22	T2.2.1	Record of Addenda to Tender Documents	
T2.23	T2.2.2	Local Employment Generation	
T2.24	T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
T2.25- T2.26	T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2003	
T2.27	T2.2.5	Form of Required Information	
T2.28- T2.31	T2.2.6	Declaration of Interest	
T2.32- T2.33	T2.2.7	Declaration of Tenderers past supply Chain Management Practices	
T2.33- T2.36	T2.2.8	Certification of Independent Tender Determination	
T2.37	T2.2.9	Local Content Declaration (SBD 6.2)	

Contractor

Witness 1

Witness 2

Employer
T2.xiv

Witness 1

Witness 2

Page	Ref	Description	Completed/ Included/ Read
T2.37	T2.3	Documentation, Forms and Schedules required for Tender evaluation purposes (Functionality Evaluation)	
T2.38- T2.39	T2.3.1	Related Experience of Tenderer	
T2.40- T2.51	T2.3.2	List of Key Personnel	
T2.52- T2.53	T2.3.3	Schedule of Plant and Equipment	
T2.54- T2.55	T2.3.4	Schedule of Proposed Sub-Contractors	
T2.56	T2.3.5	Provisional Programme and Method Statement	
T2.60	T2.4	Other Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.61	T2.4.1	Form of Intent to provide a Performance Guarantee	
T2.62	T2.4.2	Broad-based Black Economic Empowerment Status Level Certificate	
T1.2.6	F.3.11	Pre-requisites	
		<ul style="list-style-type: none"> • Proof of CIDB contractor grading designation equal to 2GB PE or 3GB Only • Proof of company address • Evidence of execution or completion of at least two (2) General Building projects (GB). 	
C1.18	C1.2.2	Part 2 : Data Provided by the Contractor (Contract Specific Data)	
C2.5	C2.2	Pricing Data (Provisional Bills of Quantities)	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in BLACK INK only and corrections crossed out and initialed	
C2.6	C2.3	Amendments, Qualifications and Alternatives by Tenderer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.xv

PART T2 : RETURNABLE DOCUMENTS

Notes :

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	T2.3 – T2.19
T2.2	Other forms, certificates and schedules that will be incorporated into the contract	T2.20-T2.35
T2.3	Documentation, forms and schedules required for Tender evaluation purposes	T2.36-T2.51
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.52-T2.59

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.0

T2.1 FORMS, CERTIFICATES AND SCHEDULES REQUIRED FOR EVALUATION OF TENDER

	Page No.
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	T2.1
T2.1.2 Certificate of Authority for Signatory	T2.2-T2.5
T2.1.3 Registration Certificates/Agreements/Identity Documents	T2.6
T2.1.4 Joint Venture/Consortium Disclosure Form	T2.7-T2.16
T2.1.5 Tax Clearance Requirements	T2.17
T2.1.6 Proof of Registration with CIDB	T2.18
T2.1.7 Proof of Workmen's Compensation Registration	T2.19

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.1 TENDER BRIEFING / SITE INSPECTION ATTENDANCE
CERTIFICATE

This is to certify that (Tenderer).....of
Address.....
Telephone number Fax
number E-mail
address

Was represented by the person(s) named below at the compulsory meetings held for all Tenderers
as per the Tender Data (T1.2 – F.2.7)

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions
likely to influence the work and all aspects that could influence either the cost or the construction of
the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the
meeting and that I/We understand perfectly the work to be done, as specified and implied, in the
documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name : Signature

Capacity :

Name : Signature

Capacity :

EMPLOYER'S REPRESENTATIVE:

Name : Signature

Capacity : Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.2 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **Tender No.06/FY/21** and any contract resulting from it, on behalf of the company.

Chairman:

Chairman :.....

As Witness: 1.

2.

Date :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of to sign all documents in connection with the tender for **Tender No.0 6 / F Y / 2 1** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : this certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
hereby authorize Mr/Ms
acting in the capacity of
, to sign all documents in connection with the
 tender for **Tender No.06/FY/21** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

behalf.

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) CERTIFICATE JOINT VENTURE

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Msauthorized signatory of the company..... acting in the capacity of lead partner, to sign all documents in connection with the tender for **Tender No.06/FY/21** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, hereby confirm that I am the sole owner of the business trading as

Signature of Sole Owner :

As Witnesses:

1.

2.

Date :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.3 REGISTRATION CERTIFICATES/AGREEMENTS /
IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.7

T2.1.4 JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
- c) Physical address
-
-
- d) Telephone

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... **2.2(a)** Name of Firm

Postal Address Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... **3.2(a)** Name of Firm

Postal Address Physical Address

Address

Telephone

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... 3.3(a) Name of

Firm

Postal Address Physical

Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rands.....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of..... Name

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.5 TAX CLEARANCE CERTIFICATE

It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

Tenderers' original valid tax clearance certificate/ Tax compliance PIN must be attached hereto.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.6 CIDB CERTIFICATE

The Tenderer shall attach hereto the Contractors proof of valid registration certificate with CIDB. CRS number(s) also to be provided.

In the case of Consortium/Joint Venture Bids, each partner shall provide their own valid CIDB registration certificate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.19

T2.1.7 PROOF OF WORKMEN'S COMPENSATION REGISTRATION

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the compensation of occupational injuries and diseases (Act No. 4 of 2002).

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.20

T2.2 OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

	Page No.
T2.2.1 Record of Addenda to Tender documents	T2.21
T2.2.2 Local Employment Generation	T2.22
T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	T2.23
T2.2.4 Form Concerning Fulfilment of the Construction Regulations, 2003	T2.24-T2.26
T2.2.5 Form of Required Information	T2.27-T2.28
T2.2.6 Declaration of Interest	T2.29-T2.32
T2.2.7 Declaration of Tenderers past supply Chain Management Practices	T2.33-T2.35
T2.2.8 Certification of Independent Tender Determination	T2.36-T2.39
T2.2. Local Content Declaration	T2.37

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been taken into account in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

SIGNATURE: _____ DATE: _____

(of Authorised Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.2.2 LOCAL EMPLOYMENT GENERATION

The Contractor must submit with his Tender, on the table below, his anticipated component of local personnel that will be employed on the Contract both in terms of number of persons and total person days for each category provided. The number of local personnel should include the local personnel employed by sub-contractors.

The contractor will not be allowed to import skilled personnel if the required skills exist within the local community. The contractor will however be allowed to make use of his own permanently employed machine operators and drivers.

Current policy requires that the female and youth labour components be maximized and that females should take up not less than 5% of the employment generated.

The specific employment goals, which are to be met for this project, are as follows:

- (a) A minimum of 10 local labour employment (residing in the area where the office is built.
- (a) A minimum of 5% of the local labour employed on the project is required to be females;
- (b) A minimum of 20% of the local labour employed on the project is required to be youth (18 – 35 years of age); and
- (c) A minimum of 1% of the local labour employed on the project is required to be disabled persons.

Non-compliance with the above requirements could be grounds for disqualifying the Tender.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
 - Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
 - Must include all occupational categories (Clerical, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE: _____ DATE: _____
 (Authorised Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

**T2.2.3 UNEMPLOYMENT INSURANCE FUND (UIF)
REGISTRATION CERTIFICATE (ACT 4 OF 2002)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.3

T2.2.4 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

YES	
NO	

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

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

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1. Date
- 2. Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.5 FORM OF REQUIRED INFORMATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER
VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE
BEEN ATTACHED? (MBD 2) **YES/NO**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN
SUBMITTED? (MBD 6.1) **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY
FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR
THE GOODS/SERVICES/WORKS OFFERED? **YES/NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER:

DATE:

CAPACITY IN WHICH THIS TENDER IS SIGNED:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

T2.2.6

DECLARATION OF INTEREST

TENDERERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

.....

2.2. Identity Number:

.....

2.3. Position occupied in the Company (director, trustee, shareholder²):

.....

-
1. "State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) Provincial legislature;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) National Assembly or the National Council of Provinces; or
 (e) Parliament
2. "Shareholder" means – a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.4. Company Registration Number:

.....

2.5. Tax Reference Number:

.....

2.6. VAT Registration Number:

.....

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

2.8. Are you or any person connected with the Tenderer presently employed by the state?

YES / NO

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member

.....

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

.....

Position occupied in the state institution:

.....

2.8.2. Any other particulars:

.....

.....

.....

2.8.3. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.8.3.1. If yes, did you attach proof of such authority to the Tender document?

YES / NO

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

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.9.1. If so, furnish particulars:

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

2.10. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this Tender?

YES / NO

2.10.1. If so, furnish particulars.

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

2.11. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this Tender?

YES/NO

2.11.1. If so, furnish particulars.

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

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are Tendering for this contract?

YES/NO

2.12.1. If so, furnish particulars:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER / PERMITS NUMBER

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR DEEM ME TO BE IN DEFAULT OF THE CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position (Print) Name of Tenderer

FAILURE TO SIGN THE DOCUMENT MIGHT LEAD TO DISQUALIFICATION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.7 DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the Tenderers de-registration and the Tenderer will be prevented from participation in future contracts for a period of three (3) years.

1. This Standard Tendering Document must form part of all Bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The TENDER of any Tenderer may be disregarded if that Tenderer, or any of its directors have -
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

4.2	<p>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>To access this Register, enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	<p>Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes	No
4.4.1	If so, furnish particulars:		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

I confirm that I am duly authorized to sign this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. This Standard Tendering Document (SBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging)². Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the Tender:

-
1. **Includes price quotations, advertised competitive Bids, limited Bids and proposals.**
 2. **Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

CONTRACT:

in response to the invitation for the Tender made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

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

6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

However, communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.

7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

11. **N.B.: - THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES**

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9 LOCAL CONTENT DECLARATION (SBD 6.2)

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Description of services, works or goods	Stipulated minimum threshold
item 8/ p86 Type 193 reinforcement	100%
items 5/ p89 & items 6, 8, 9/ p 90 All Brick force 155mm & 75mm	100%
item1 / p103 Type G03 steel gate & frame 900 x 2100mm	100%
item 1,2,3/ p106 110mm PVC drainage pipe with fittings	100%
item 12, 13/ p107 50mm PVC pipe and fittings	100%

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

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex C

Local Content Declaration - Summary Schedule

Bid No. 06/FV/21
Bid description: Middle Beach facilities
Designated product(s)
Tender Authority:
Bid Entity name:
Bid Exchange Rate:
Specified local content %

Pula EU GBP

Note: VAT to be excluded from all calculations

Bid item no's	List of items	Calculation of local content				Local content % (per item)	Bid summary					
		Bid price - each (excl VAT)	Exempted imported value	Bid value- net of exempted imported content	Imported value		Local value	Bid Qty	Total Bid value	Total exempted imported content	Total Imported content	
item 8/ p86	Type 193 reinforcement					100%						
items 5/ p89 & items 6, 8, 9/ p 90	All Brickforce 155mm & 75mm					100%						
item1 / p103	Type G03 steel gate & frame 900 x					100%						
item 16/ p120	Galvanised metal grille 570 x 785mm					100%						
item 1.2.3/ p106	110mm PVC drain pipe with fittings					100%						
item 12, 13/ p107	50mm PVC pipe and fittings					100%						
Total bid value												
Total Exempt imported content												
Total bid value net of exempt imported content												
Total Imported content												
Total local content												
Average local content: % of tender												

Signature of Bidder _____

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated Products:	
Bidders Authority:	
Bidder Entity name:	
Bidder Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary		
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value	
Total exempt imported value												

This total must correspond with Annex C -

B. Imported directly by the Tenderer

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

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary		
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
(D45) Total imported value by 3rd party												R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Tender Rate of Exchange	Summary of payments
			Foreign currency value paid			
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated products:	
Bidder Authority:	
Bid Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
Total local products (Goods, Services and Works)			

Manpower costs	(Tenderer's manpower cost)	<input style="width: 90%;" type="text"/>
Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 90%;" type="text"/>
Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	<input style="width: 90%;" type="text"/>
Total local content		<input style="width: 90%;" type="text"/>

This total must correspond with Annex C -

Signature of tenderer from Annex B

Date: _____

T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Page No.

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T2.3.1 Related Experience of Tenderer	T2.41-T2.42
T2.3.2 List of Key Personnel	T2.43-T2.45
T2.3.3 Schedule of Plant and Equipment	T2.46-T2.47
T2.3.4 Schedule of Proposed Sub-Contractors	T2.48-T2.49
T2.3.5 Construction Programme	T2.50-T2.51
Refer Section F.3.11 – Stage 1: Pre-requisites	T1.2.6

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.1 RELATED EXPERIENCE OF TENDERER

(NB: This schedule is used in evaluating Pre-requisites)

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation (**Refer Section F.3.11 – Stage 1: Pre-requisites**)

1. PREVIOUS PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

2. CURRENT PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

DATE: _____ SIGNATURE OF TENDERER: _____

(Authorized Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories Project Manager, Site Foreman and Plant Operators/Artisans personnel (using the template provided). (Refer Section F.3.11 – Stage 2: Functionality (ii)).

The Tenderer shall list below the key personnel to be used on this project.

NAME	JOB	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
		PROJECT MANAGER		
		SITE FOREMAN		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.3

CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the table in section T 2.3.2.

Responsibility or role on the project (as per table T2.3.2)	
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification:	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	

(Signature of Person named in schedule)	Date

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SUPPLEMENTARY INFORMATION

Please attach any supporting documentation, supplementary information and Curriculum Vitae to this page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

- (a) **Details of major equipment that is owned and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

(b) Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

DATE: _____ SIGNATURE OF TENDERER: _____
(Authorized Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS

In terms of Clause 4.4 of the Conditions of Contract for Construction, the Tenderer shall enter below the names of sub-contractors he intends to employ for work on this contract, as well as the portion and value of the work to be executed by such sub-contractors.

Based on the definition of SMME provided below the Tenderer should indicate in which category, i.e. Medium, Small, Very Small or Micro, the intended sub-contractor is categorized if applicable.

DESCRIPTION OF PORTION OF WORK	APPROX. VALUE (EXCL. VAT)	NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTOR/SMME	SMME (YES / NO)	SMME CATEGORY MEDIUM/ SMALL/ VERY SMALL/ MICRO	% HDI OWNERSHIP OF SUB-CONTRACTOR

* According to the national Small Business Amendment Act, 2003 (Act No. 26 of 2003) small business (i.e. SMME) is defined as follows:

A separate and distinct business entity, including co-operative enterprises and non-governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy as mentioned in column 1 of the Schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

(Schedule for Construction Sector given on the following page).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE (ONLY CONSTRUCTION SECTOR SHOWN)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Sector or Sub-sectors in accordance with the Standard Industrial Classification	Size or Class	Total full-time equivalent of paid employees: Less than:	Total annual turnover: Less than:	Total gross asset value (fixed property excluded): Less than:
Construction	Medium	200	R 26 million	R 5 million
	Small Very	50	R 6 million	R 1 million R0,50
	Small Micro	20	R 3 million	million R0,10
		5	R0,20 million	million

It is to be noted that an entity awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher BBB-EE status level than the entity concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

DATE: _____ SIGNATURE OF TENDERER: _____
 (Authorized Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.5 CONSTRUCTION METHODOLOGY AND PROGRAMME

Eligibility criteria: The respondent should be able to demonstrate its capability to bring a contract to a satisfactory conclusion by describing the methodology of approach and programme to accomplish the project's required outcomes.

The respondent must explain its understanding of the requirements for successful planning and implementation of an accelerated infrastructure development programme.

The approach paper should explain the methodologies which are to be adopted under these conditions and demonstrate the compatibility of those methodologies with the ASIDI Programme.

The approach should further include a top-quality project plan which outlines processes, procedures and associated resources, applied by whom and when with relevant reporting systems, indicate how risks will be managed, what quality assurance measures are to be put in place. Special emphasis should be placed on key performance indicators as well as innovative procedures to be used.

The successful Tenderer shall submit a detailed programme within 14 days after the commencement date. The Tenderer need to submit a high level programme in the table provided below to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.
Site handover	1	1	1
Site establishment			

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.

* The execution of the Works should start within 14 days from the Site Handover Date.

DATE: _____ SIGNATURE OF TENDERER _____

(Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.4 OTHER DOCUMENTATION, FORMS AND SCHEDULES
REQUIRED FOR TENDER EVALUATION PURPOSES

Page No.

T2.4.1	Form of Intent to provide a Performance Guarantee	T2.54
T2.4.2	Broad Based Black Empowerment Status Level Certificate	T2.55

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.4.i

T2.4.1 FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.4.2 BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATE

Tenderer to attach hereto the Broad-Based Black Economic Empowerment Status Level Certificate of the Tendering Company and/or Joint Venture Partners.

Only B-BBEE status level certificates issued by the following are valid:

- Verification Agencies accredited by the South African National Accreditation System (SANAS); or
- A certified copy of Sworn Affidavit

GENERAL

The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

“10 (1) Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 9 of 1984)) or an accredited verification agency.

- (1) Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.
- (2) The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- (3) The B-BBEE status level attained by the Tenderer must be used to determine the number of points contemplated in regulations 5 (2) and 6 (2).”

Notes: Exempted Micro-Enterprises are deemed to have B-BBEE Status of “Level Four Contributor” having a B-BBEE procurement recognition of 100%.

Exempted Micro-Enterprise qualifies for a promotion to a B-BBEE Status of “Level Three Contributor” having a B-BBEE procurement recognition of 110%.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER. (MANDATORY REQUIREMENTS)

Clause referred to in Standard Conditions of Tender	Document
2.1	<p>Tenderers should provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners needs to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document. (See Item T2.2.9 Form I page T2.2.15)
2.25	<p>An Original, Valid Tax Clearance Certificate. See Item T2.2.20 Form T page T2.2.33)</p> <p>In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.</p>
2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.11	Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 06/FY/21

REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

PORTION 2: CONTRACT

Contractor

Witness 1

Witness 2

C1.1

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 06/FY/21

REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

PART C1: THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.0

PART C1: THE CONTRACT

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
C1:	AGREEMENT AND CONTRACT DATA	C1.1
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1-C1.8
C1.2.1:	CONDITIONS OF CONTRACT	C1.9-C1.14
C1.2.2:	CONTRACT SPECIFIC DATA	C1.15-C1.18
C1.2.3:	PRO-FORMA PERFORMANCE GUARANTEE	C1.19-C1.22
C1.2.4:	ADJUDICATOR APPOINTMENT	C1.23-C1.25
C2:	PRICING DATA	C2.1
C2.1:	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2:	PROVISIONAL BILLS OF QUANTITIES	C2.3
C3:	SCOPE OF WORK	C3.1
C3.1:	PROJECT SPECIFICATIONS	C3.1-C3.11
C3.2:	PARTICULAR SPECIFICATIONS	C3.12-C3.58
C3.3:	TENDER DRAWINGS	C3.59
C3.4	CONTRACT BOARD LAYOUT DETAIL	C3.60
C4:	SITE INFORMATION	C4.1
C4.1:	GEOTECHNICAL INFORMATION OF SITE	C4.1
C5:	ANNEXURES	C5.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item
No

SECTION NO. 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.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

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	Quantity	Rate	Amount
<p style="text-align: right;">Carried to Collection</p>		R	

DEFINITIONS

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

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

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

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

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

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

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

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

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

"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.

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

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

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

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

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

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OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

Item

3 **A3 DOCUMENTS**

Clause 3.0

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

Clause 3.7 is amended by the addition of the following:

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

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5	<p>A5 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
6	<p>A6 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
7	<p>A7 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: The provisions herein include <i>inter alia</i>, compliance with <u>all</u> 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 C10 of Section C - Specific Preliminaries</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
8	<p>A8 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
9	<p>A9 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<p>Carried to Collection</p>		R
	<p>Section No. 1 Bill No. 1 Preliminaries</p>		

10 **A10 WORKS INSURANCES**

Clause 10.0

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

10.5 Damage to the Works

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

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10.6 Injury to Persons or loss of or damage to Properties

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

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

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

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

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

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

10.7 High risk insurance

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

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

13 **A13.0 No clause**

N/A

14 **A14 SECURITY**

Clause 14.0

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

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

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

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

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

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

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

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

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

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

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

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

EXECUTION

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

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

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

Fixed: _____ Value related: _____ Time related: _____

16 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

17 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

18 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

19 **A19 ASSIGNMENT**

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____

Item

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20 **A20 NOMINATED SUB-CONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No Clause

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

Fixed: _____ Value related: _____ Time related: _____

Item

21 **A21 SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No Clause

Fixed: _____ Value related: _____ Time related: _____

Item

22 **A22 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____

Item

23 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed: _____ Value related: _____ Time related: _____

Item

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COMPLETION

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

Item

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

Item

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

Item

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

Item

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

Item

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

Item

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

Item

31 **A31 INTERIM PAYMENT TO THE CONTRACTOR**
 Clause 31.0
 Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

PAYMENT

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

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

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

Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed: _____ Value related: _____ Time related: _____

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Item

R

32 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

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

"due to no fault of the contractor"

Fixed: _____ Value related: _____ Time related: _____

Item

33 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____

Item

34 **A34 FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by inserting "#" next to 34.2

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

Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"

Fixed: _____ Value related: _____ Time related: _____

Item

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35

A35 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____

Item

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

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

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

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

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

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

CANCELLATION

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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36 **A37 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Clause 38.0

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Clause 39.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A40 DISPUTE SETTLEMENT**

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

SUBSTITUTE PROVISIONS

40 **A41 STATE CLAUSES**

Clause 41.0

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

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THE SCHEDULE (DPW04EC)

41 **A42 PRE-TENDER INFORMATION**

Clause 42.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

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SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

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

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time related: _____

Item

B2.0 DOCUMENTS

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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B3.0 THE SITE

49 ***B3.1 Defined works area***

Fixed: _____ Value related: _____ Time related: _____

Item

50 ***B3.2 Geotechnical investigation***

Fixed: _____ Value related: _____ Time related: _____

Item

51 ***B3.3 Inspection of the site***

Tenderers shall complete the Site Inspection Certificate (DPW16EC) included in the tender documents and return the same with the tender submission.

Fixed: _____ Value related: _____ Time related: _____

Item

52 ***B3.4 Existing premises occupied***

Fixed: _____ Value related: _____ Time related: _____

Item

53 ***B3.5 Previous work - dimensional accuracy***

Fixed: _____ Value related: _____ Time related: _____

Item

54 ***B3.6 Previous work - defects***

Fixed: _____ Value related: _____ Time related: _____

Item

55 ***B3.7 Services - known***

Fixed: _____ Value related: _____ Time related: _____

Item

56 ***B3.8 Services - unknown***

Fixed: _____ Value related: _____ Time related: _____

Item

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57 **B3.9 Protection of trees**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

58 **B3.10 Articles of value**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

59 **B3.11 Inspection of adjoining properties**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

B4.0 MANAGEMENT OF CONTRACT

60 **B4.1 Management of the works**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

61 **B4.2 Programme for the works**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

62 **B4.3 Progress meetings**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

63 **B4.4 Technical meetings**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

64 **B4.5 Labour and plant records**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

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**B5.0 SAMPLES, SHOP DRAWINGS AND
 MANUFACTURERS' INSTRUCTIONS**

65 ***B5.1 Samples of materials***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

66 ***B5.2 Workmanship samples***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

67 ***B5.3 Shop drawings***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

68 ***B5.4 Compliance with manufacturers instruction***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

B6.0 TEMPORARY WORKS AND PLANT

69 ***B6.1 Deposits and fees***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

70 ***B6.2 Enclosure of the works***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

71 ***B6.3 Advertising***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

72 ***B6.4 Plant, equipment, sheds and offices***
 Fixed: _____ Value related: _____ Time
 related: _____

Item

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73 **B6.5 Main notice board**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

74 **B6.6 Subcontractors' notice board**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

B7.0 TEMPORARY SERVICES

75 **B7.1 Location**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

76 **B7.2 Water**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

77 **B7.3 Electricity**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

78 **B7.4 Telecommunication facilities**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

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

Item

B8.0 PRIME COST AMOUNTS

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

Item

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9.0 ATTENDANCE ON N/S SUBCONTRACTORS

81 **B9.1 General attendance**

Fixed: _____ Value related: _____ Time
 related: _____

Item

82 **B9.2 Special attendance**

Fixed: _____ Value related: _____ Time
 related: _____

Item

83 **B9.3 Commissioning - fuel, water and electricity**

Fixed: _____ Value related: _____ Time
 related: _____

Item

B10. FINANCIAL ASPECTS

84 **B10.1 Statutory taxes, duties and levies**

Fixed: _____ Value related: _____ Time
 related: _____

Item

85 **B10.2 Payment for preliminaries**

Fixed: _____ Value related: _____ Time
 related: _____

Item

86 **B10.3 Adjustment of preliminaries**

Clauses B10.3.1 and B10.3.2 are amended by replacing
 "within fifteen (15) **working days** of taking possession
 of the **site**" with "in his priced **bills of quantities /lump
 sum document** submitted with his tender offer"

Fixed: _____ Value related: _____ Time
 related: _____

Item

87 **B10.4 Payment certificate cash flow**

Fixed: _____ Value related: _____ Time
 related: _____

Item

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B11. GENERAL

88 **B11.1 Protection of the works**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

89 **B11.2 Protection / isolation of existing / sectionally
 occupied works**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

90 **B11.3 Security of the works**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

91 **B11.4 Notice before covering work**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

92 **11.5 Disturbance**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

93 **B11.6 Environmental disturbance**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

94 **B11.7 Works cleaning and clearing**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

95 **B11.8 Vermin**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

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96 **B11.9 Overhand work**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

97 **B11.10 Instruction manuals and guarantees**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

98 **B11.11 As built information**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

99 **B11.12 Tenant installations**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

B12. SCHEDULE OF VARIABLES

100 **B12.1 Pre-tender information**
 Fixed: _____ Value related: _____ Time
 related: _____

Item

This schedule contains all variables referred to in this document and is divided into pretender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets

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- 12.1 PRE TENDER INFORMATION**
- 12.1.1 Provisional Bills of Quantities**
[2.2] The quantities are provisional: YES
- 12.1.2 Availability of construction documentation**
[2.3] Construction of documentation is complete: NO
- 12.1.3 Interest of agents**
[2.4] Details: See Contract Data Part C/1 of Tender
- 12.1.4 Defined works area**
[3.1] Details: As per Tender Data
- 12.1.5 Geotechnical investigation**
[3.2] Details: NONE
- 12.1.6 Existing premises occupied**
[3.4] Specific requirements: N/A
- 12.1.7 Previous work - dimensional accuracy**
[3.5] Details: To be checked on site by contractor prior to building operations.
- 12.1.8 Previous work - defects**
[3.6] Details: To be checked on site by contractor prior to building operations.
- 12.1.9 Services - known**
[3.7] Details: Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent.
- 12.1.10 Protection of trees**
[3.9] Specific requirements: All trees on the site outside of the position of the proposed structure must be protected.
- 12.1.11 Inspection of adjoining properties**[3.11] Specific requirements: The contractor must inspect adjoining properties and immediately bring to the notice of the Principal Agent of any consequences that may arise from the building works.

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12.1.12 Enclosure of the works

[6.2] Specific requirements: The contractor shall enclose the works as required by the Occupational Health and Safety Act.

12.1.13 Offices

[6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chairs, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board

[6.5] Specific requirements:

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3000 x 3420mmm all as per EPWP requirements constructed of suitable boarding with flat smooth surface and with edging bead 40mm thick all round.

The board shall be securely fixed to hoarding where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted EPWP "orange" with 40mm wide white dividing lines. All wording shall be inscribed in black painted sans serif lettering.

Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent.

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements: *NO*

Carried to Collection

R

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12.1.16 **Water**

[7.2] Option A (by contractor)
 (YES)

Option B (by employer - free of charge when available)
 (YES)

Option C (by employer - metered)
 (NO)

12.1.17 **Electricity**

[7.3] Option A (by contractor)
 (YES)

Option B (by employer - free of charge when available)
 (NO)

Option C (by employer - metered)
 (NO)

12.1.18 **Telecommunications**

[7.4] Telephone
 (YES)

Facsimile
 (NO)

E-mail
 (YES)

12.1.19 **Ablution facilities**

[7.5] Option A (by contractor)
 (YES)

Option B (by employer)
 (NO)

12.1.20 **Protection of existing/sectionally occupied works**

[11.2] Protection is required (Only when existing buildings)
 (YES)

Carried to Collection

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12.1.21 **Special attendance**

[9.2] **Electrical sub-contractor** (1) details: Site Meetings

12.1.22 **Protection of works**

[11.1] Specific requirements:

The contractor shall protect the works for the duration of the contract.

12.1.23 **Disturbance**

[11.5] Specific requirements:

The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent

12.1.24 **Environmental disturbance**

[11.6] Specific requirements: None

12.2 **POST-TENDER INFORMATION**

12.2.1 **Payment of preliminaries**

[10.2] Option A (prorated)
 (NO)

Option B (calculates)
 (YES)

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)
 (YES)

Option B (detailed breakdown)
 (YES)

Carried to Collection

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12.2.3 *Additional agreed preliminaries items*
Details: N/A

Carried to Collection

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R

SCHEDULE OF SUPPLEMENTARY INFORMATION

NOTE:

The information listed below is in respect of certain clauses in the Preliminaries, requiring the supplementary information

Amount of insurance against injury to person or property in respect of any single occurrence **R 5 million**
 Amount of insurance against removal of support to adjoining properties in respect of any single occurrence **Not specifically prescribed**

Contract period - **0 (00) months**

The date for site handover :- TBA

Amount of penalty per day on which the completion of the works may be in arrear:

R0.0275 per R100 of contract value per day (Excluding VAT)

Specification of materials and methods to be used:
 Specification of Materials and Methods to be used - **PW 371, Fourth Revision, October 1993**

Edition of Standard System of measuring building work:
 Sixth Edition including the latest amendments

SECTION C: SPECIFIC PRELIMINARIES

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

Carried to Collection

Section No. 1
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 Preliminaries

R

101 **C1 CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

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

Fixed: _____ Value related: _____
Time related: _____

Item

102 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____
Time related: _____

Item

103 **C3 TRADE NAMES**

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

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

Fixed: _____ Value related: _____
Time related: _____

Item

Carried to Collection

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104 **C4 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (DPW23EC) to be completed by tenderer)

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

Fixed: _____ Value related: _____
Time related: _____

Item

105 **C5 VIEWING THE SITE IN SECURITY AREAS**

The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes

Fixed: _____ Value related: _____
Time related: _____

Item

106 **C6 COMMENCEMENT OF WORKS IN SECURITY AREAS**

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

Fixed: _____ Value related: _____
Time related: _____

Item

Carried to Collection

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107	<p>C7 ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
108	<p>C8 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>	Item	
109	<p>C9 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 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	Carried to Collection		R
	<p>Section No. 1 Bill No. 1 Preliminaries</p>		

C10 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **Bills of Quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained. Also see Part C3.6 Social and Economic Deliverables F1

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

110 **C10.1 AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____
 Time related: _____

Item

Carried to Collection

R

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111 **C10.2 AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____
Time related: _____

Item

112 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____
Time related: _____

Item

113 **C10.4 ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____
Time related: _____

Item

114 **C10.5 MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____
Time related: _____

Item

Carried to Collection

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115 **C11 OCCUPATIONAL HEALTH AND SAFETY ACT**

The contractor shall comply with the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 19093 (Act No. 85 of 1993).

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

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A3.10 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it 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.

Fixed: _____ Value related: _____
Time related: _____

Item

Carried to Collection

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116 **C12. SOCIAL AND ECONOMIC DELIVERABLES IN CONSTRUCTION WORKS CONTRACTS**

The contractor shall thoroughly study and comply with the requirements and specification data set out in Part C3.6: Specification for Social and Economic Deliverables in Construction.

Provision for pricing of Social and Economic Deliverables is made under items C12.1 to C12.4 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, and no additional items or extras to the contract in this regard shall be entertained.

Fixed: _____ Value related: _____
Time related: _____

Item

117 **C12.1 UTILIZE LOCAL RESOURCES**

Deliverable A1: Utilize local resources as described in the Specification Data.

Fixed: _____ Value related: _____
Time related: _____

Item

118 **C12.2 PROVIDE EXPERIENTIAL WORK OPPORTUNITIES TOWARDS A TECHNICAL QUALIFICATION FOR DESIGNATED PERSONS**

Deliverables E2: Provide experiential work opportunities towards a technical qualification for designated persons as described in the Specification Data.

Fixed: _____ Value related: _____
Time related: _____

Item

119 **C12.3 PROVIDE EXPERIENTIAL WORK OPPORTUNITIES AND TRAINING TOWARDS TRADE COMPETENCIES FOR DESIGNATED PERSONS**

Deliverables E3: Provide experiential work opportunities and training towards trade competencies for designated persons as described in the Specification Data.

Fixed: _____ Value related: _____
Time related: _____

Item

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120

C12.4 PROVIDE AND MANAGE TRAINING PROVIDERS TO PROVIDE LIFE SKILLS TRAINING TO EMPLOYEES.

Deliverables E4: Procure and manage a training provider to provide specific training for the minimum number of employees as per Part C3.6 in life skills training. As described in the Specification Data.

Fixed: _____ Value related: _____
Time related: _____

Item

C13 LABOUR-INTENSIVE WORKS

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not override any of the requirements in the 'Specification for social and economic deliverables in construction works contracts'.

121

C13.1 LABOUR INTENSIVE

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Fixed: _____ Value related: _____
Time related: _____

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Item No		Quantity	Rate	Amount
	<u>SECTION NO.2: NEW ABLUTIONS</u>			
	<u>BILL NO.1</u>			
	<u>EARTHWORKS (PROVISIONAL)</u>			
	<u>EXCAVATION, ETC</u>			
	<u>Excavation in earth not exceeding 1.5 m deep for :</u>			
1	Reduced Levels	m3	16	
2	Trenches	m3	64	
	<u>Extra over trench and hole excavations in earth for excavation in</u>			
3	Soft rock	m3	9	
4	Hard rock	m3	5	
	<u>Extra over all excavations for carting away</u>			
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	60	
	<u>Risk of collapse of excavations</u>			
6	Sides of trench and hole excavations not exceeding 1,5m deep	m2	181	
	<u>Keeping excavations free of water</u>			
7	Keeping excavations free of water	Item		
	<u>EARTH FILLING, ETC.</u>			
	Carried to Collection			R
	Section No. 2			
	Bill No. 1			
	Earthworks (Provisional)			

	<u>Earth filling, selected by the Contractor from the excavated material, deposited in layers not exceeding 150mm thick, watered and compacted to a density of at least 93% Mod. AASHTO maximum density:</u>			
8	Backfilling to trenches, holes, etc.	m3	35	
	<u>Earth filling supplied by contractor compacted to 93% Mod AASHTO density</u>			
9	Under floors, steps, pavings, etc.	m3	14	
	<u>Coarse river sand filling supplied by the contractor:</u>			
10	Sand blinding, etc (provisional)	m3	14	
	<u>COMPACTION</u>			
	<u>Compaction of surfaces</u>			
11	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary, wetting and compacting the first 800mm soil (prior to construction of the superstructure), to achieve 93% MOD AASHTO.	m2	47	
	<u>Prescribed density test on filling</u>			
12	"Modified AASHTO Density" test	No	3	
	<u>SOIL POISONING</u>			
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:</u>			
13	To bottom and sides of trenches etc.	m2	89	
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	Section No. 2			
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	Earthworks (Provisional)			

Section No. 2

Bill No. 1

Earthworks (Provisional)

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Earthworks (Provisional)

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No

BILL NO.2
CONCRETE, FORMWORK AND
REINFORCEMENT

PREAMBLES

For Preambles see "Specification of materials and methods to be used - PW371"

SUPPLEMENTARY PREAMBLES

Cost of tests:

The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).

Formwork

Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

UNREINFORCED CONCRETE

Carried to Collection

Section No. 2
Bill No. 2
Concrete, Formwork and Reinforcement

Quantity

Rate

Amount

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Section No. 2
 Bill No. 2
 Concrete, Formwork and Reinforcement
COLLECTION

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Section No. 2
 Bill No. 2
 Concrete, Formwork and Reinforcement

R

Item
No

BILL NO. 3
MASONRY

PREAMBLES

For Preambles see "Specification of materials and methods to be used - PW371"

SUPPLEMENTARY PREAMBLES

Proprietary products in descriptions

Proprietary products shall be used as specified. Substitute products of a similar quality and specification may only be used with prior approval by the Principal Agent.

BRICKWORK

Types of Bricks

Unless otherwise stated all brickwork in these Bills of Quantities shall mean approved hard burnt Clay bricks.

Sizes in descriptions

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" shall represent the width of a brick.

Cement mortar

Unless otherwise stated, all brickwork shall be built in 5:1 cement mortar.

Face bricks

Bricks shall be ordered timeously to obtain uniformity of size and colour.

Carried to Collection

Section No. 2
Bill No. 3
Masonry

	Quantity	Rate	Amount
Carried to Collection		R	

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

Samples

Rates for brickwork, faced brickwork, etc. shall include for all required samples.

Hollow walls, etc.

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixéal" bitumen emulsion waterproofing coating.

BRICKWORK

Brickwork of NFX bricks in class I mortar

1	One brick wall in foundations	m2	49
2	half brick wall in foundation	m2	23

Brickwork of NFP bricks in class II mortar

3	Half brick walls	m2	43
4	One brick walls	m2	111

BRICKWORK SUNDRIES

Brick reinforcement

5	high tensile steel brick reinforcement 155mm wide well lapped at all angles and passings and built into brick walls	m	172
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Carried to Collection

R

Section No. 2
Bill No. 3
Masonry

6	"Cotts No. C2" or other approved high tensile steel brick reinforcement 75mm wide well lapped at all angles and passings and built into brick walls	m	81
<u>BRICK SUNDRIES</u>			
7	230 x 230 x 115mm Grill Blocks	m2	28
8	"Cotts No. C2" or other approved high tensile steel brick reinforcement 155mm wide well lapped at all angles and passings and built into brick walls	m	151
9	high tensile steel brick reinforcement 155mm wide well lapped at all angles and passings and built into brick walls	m	389

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Section No. 2
Bill No. 3
Masonry

R

Section No. 2

Bill No. 3

Masonry

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Section No. 2

Bill No. 3

Masonry

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 4</u> <u>WATERPROOFING</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles see "Specification of materials and methods to be used - PW371"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><u>DAMPPROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer of 375 micron embossed damp proof course</u></p>			
1	In walls	m2	12	
	<p><u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u></p>			
2	Under surface beds	m2	52	
	Carried Forward to Summary of Section No. 2			
	Section No. 2			R
	Bill No. 4			
	Waterproofing			

Item No		Quantity	Rate	Amount
	<u>BILL NO. 5</u>			
	<u>ROOF COVERINGS, ETC</u>			
	<u>PREAMBLES</u>			
	For Preambles see "Specification of materials and methods to be used - PW371"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect			
	<u>PROFILED METAL SHEETING</u>			
	<u>0.8mm thick IBR (Z275) Steel roof sheeting by Clotan Steel or similar approved with Chromadek finish to top and protective primer coating to underside, in single lengths fixed to steel purlins and rails</u>			
1	Roof covering with pitch not exceeding 25 degrees	m2	70	
	<u>RAINWATER DISPOSAL</u>			
	<u>125 x 125 x 0.58mm seamless aluminium prepainted gutters</u>			
2	125 x 125 x 0.58mm concealed gutter, gutters fixed with brackets	m	10	
3	Extra over gutters for internal angles.	No	1	
4	Extra over gutters for ends.	No	2	
	<u>75 x 75mm x 0.58mm thick seamless aluminium prepainted rainwater pipes</u>			
5	75 x 75mm rainwater pipes.	m	3	
6	Extra over for outlet for 75 x 75mm rainwater pipe.	No	1	
	Carried to Collection		R	
	Section No. 2			
	Bill No. 5			
	Roofing coverings			

7	Extra over rainwater pipe for shoe.	No	1	
8	Extra over rainwater pipe for swan-neck.	No	1	
<p>Carried to Collection</p>				
				R

Section No. 2
 Bill No. 5
 Roofing coverings

Section No. 2

Bill No. 5

Roofing coverings

COLLECTION

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Bill No. 5
Roofing coverings

R

Item
No

BILL NO.6
CARPENTRY & JOINERY

PREAMBLES

For Preambles see "Specification of materials and methods to be used - PW371"

SUPPLEMENTARY PREAMBLES

Joinery

Descriptions of frames shall be deemed to include frames, transoms, mullions, rails. etc.

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.

Fixing

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.

Where items are described as "bolted" the bolts have been measured elsewhere.

Decorative laminate finish

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish.

	Quantity	Rate	Amount
Carried to Collection		R	

Section No. 2
Bill No. 6
Carpentry and Joinery

Roof trusses, etc.

Prefabricated trusses shall be fabricated in a factory by a truss fabricator who has been awarded a Certificate of Competence by the Institute of Timber Construction and is approved by the Principal Agent.

Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions

The design, manufacture and transportation of the roof trusses, bracing, etc shall be under the control of a registered Structural Engineer in accordance with SANS 1900, SANS 10160 and SANS 10163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification

The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc

Fully detailed shop drawings of all trusses etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication

Unless specific erection instructions are given, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the Institute for Timber Construction and the Council for Scientific and Industrial Research or as detailed by the designer

Roof trusses and bracing shall include design and preparation of shop drawings

NOTE: The Contractor will be required to provide a certificate of approval signed by a registered engineer certifying that the trusses have been designed, manufactured and installed in accordance with relevant SANS specifications.

ROOFS, ETC

Carried to Collection

Section No. 2
 Bill No. 6
 Carpentry and Joinery

R

<u>Plate nailed timber roof truss construction:</u>					
1	Timber truss 6900mm clear span between wall plates, having 17.5 degree pitch.	No	11		
<u>Sawn softwood:</u>					
2	38 x 114mm Wall plates.	m	21		
3	50 x 75mm Purlins.	m	102		
4	38 x 114mm Bracing.	m	12		
<u>EAVES, VERGES, ETC</u>					
5	225 x 12mm fascias and barge boards including countersunk brass screws and PVC H-Profile joiners	m	34		
<u>DOORS, ETC</u>					
6	44mm Solid core Meranti hardwood flush panel door edged with 5mm meranti edging on all sides. Door size 813 x 2032mm high (Door Type B)	No	7		
7	44mm Solid core Meranti hardwood flush panel door edged with 5mm meranti edging on all sides. Door size 813 x 2032mm high (Door Type B)	No	3		
<u>FRAMED FRAMES, ETC</u>					
<u>Wrought meranti:</u>					
8	65 x 100mm Rebated frames, plugged.	m	50		
Carried to Collection					
Section No. 2					
Bill No. 6					
Carpentary and Joinery					

Section No. 2
Bill No. 6
Carpentary and Joinery
COLLECTION

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Section No. 2
Bill No. 6
Carpentary and Joinery

Item No		Quantity	Rate	Amount
	<p><u>BILL NO.7</u> <u>IRONMONGERY</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><u>Fixing</u></p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete</p> <p><u>"UNION" or similar approved"</u></p> <p><u>Hinges, bolts, etc:</u></p>			
1	100 x 88mm Bush Butt Hinge 8352-100SS/2 Manufactured to BS EN 1935:2002 Class 13.	No	23	
	<u>LOCKS</u>			
2	100 x 88mm "Union" (or similar approved) two ball bearing butt hinge (code: 8352-100SS) with stainless steel finish	Pairs	3	
3	"Union" (or similar approved) 150mm flush bolt (code: AL8208-150AS) with nickel plated finish	No	5	
	Carried to Collection			R
	Section No. 2 Bill No. 7 Ironmongery			

4	"Union" (or similar approved) disabled wc indicator bolt (red and white) and helping hand for physically impaired (code: 37651LH or 37651RH)	No	2	
	<u>SUNDRIES</u>			
5	Female Indicator Sign SS5066-06SSE11	No	1	
6	Male Indicator Sign SS5066-06SSE10	No	1	
7	Paraplegic Toilet Signage SS5066-06SSE14	No	2	
	<u>Chairman Industries or similar approved brushed stainless steel grab rails:</u>			
8	32mm Diameter code DL2 side grab rail, plugged.	No	2	
	Carried to Collection			R
	Section No. 2 Bill No. 7 Ironmongery			

Section No. 2

Bill No. 7

Ironmongery

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Section No. 2

Bill No. 7

Ironmongery

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 8</u></p> <p><u>METALWORK</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles see "Specification of materials and methods to be used - PW371"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers.</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork of concrete.</p> <p>Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.</p> <p><u>WELDED SCREENS, GATES, ETC</u></p> <p><u>Steel security gates:</u></p>			
1	Type G03 steel gate and frame, size 900 x 2100mm high.	No	3	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 Bill No. 8 Metalwork			

Item No		Quantity	Rate	Amount
	<u>BILL NO. 9</u> <u>PLASTERING</u>			
	<u>PREAMBLES</u>			
	For Preambles see "Specification of materials and methods to be used - PW371"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect			
	<u>SCREEDS</u>			
	<u>Screeds on concrete</u>			
1	30mm Thick on floors	m2	63	
	<u>EXTERNAL PLASTER</u>			
	<u>INTERNAL PLASTER</u>			
	<u>Cement plaster on brickwork</u>			
2	On walls	m2	110	
3	On narrow widths	m2	3	
	<u>EXTERNAL PLASTER</u>			
	<u>Cement plaster on brickwork</u>			
4	On walls	m2	103	
	 Carried Forward to Summary of Section No. 2			
	Section No. 2 Bill No. 9 Plastering			R

Item No		Quantity	Rate	Amount
	<p><u>BILL NO.10</u> <u>TILING</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles refer to "Department of Public Works: Specification of materials and methods to be used - OW371"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><u>Descriptions</u></p> <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 4:1 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 3:1 plaster bedding</p> <p><u>WALL TILING</u></p> <p><u>Prepare and Apply Two Coats epoxy Paint on:</u></p>			
1	On walls	m2	110	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 Bill No. 10 Tiling			

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 11</u> <u>PLUMBING AND DRAINAGE</u> <u>(PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles see "Specification of materials and methods to be used - PW371"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect</p> <p><u>SOIL DRAINAGE</u></p> <p><u>uPVC Soil pipes (SABS 791-1986):</u></p>			
1	110mm uPVC drain pipes laid and including trenches not exceeding 1m deep.	m	9	
	<u>Extra over for:</u>			
2	110mm bend	No	7	
3	110mm Gulley trap with hopper head	No	3	
	<u>Sanitaryware:</u>			
4	Vaal Hibiscus 510 x 405mm White vitreous vanity basin with one taphole on left-hand side including integrated overflow and chainstay hole, bolted to wall with two 8mm bolts all fitted as per manufacturer's specifications.	No	2	
	Carried to Collection			R
	Section No. 2			
	Bill No. 11			
	Plumbing and Drainage			

5	Vaal WC White china semi close coupled wash down suite 90° outlet open rim pan (product code 774010) and including matching 6/3 litre front dual flushing cistern (product code 772801) with lid, fitments ,flushpipe elbow,etc. all in accordance with manufacturers instructions.	No	5	
6	paraplegic suite	No	2	
7	Vaal Lavatera White vitreous wall mounted bowl urinal with top inlet (code 704001) 610X385mm, supplied with 38mm chrome plated domical grating (code 8787), chrome plated spreader (code 8543) and including two hanger brackets (code 8127) all fitted as per manufacturer's specifications.	No	3	
<u>SANITARY PLUMBING</u>				
<u>Sanitary Plumbing:</u>				
8	40mm Chrome plated waste	No	13	
9	40mm Chrome plated bottle trap	No	13	
10	50mm Bend	No	8	
11	50mm Junction.	No	1	
12	50mm PVC pipe fixed inside walls including chasing and plaster closed.	m	23	
13	50mm IE Bend	No	29	
<u>WATER SUPPLY</u>				
<u>Class 2 Medium Copper Pipes:</u>				
14	15mm Pipe and laying in ground 1000mm deep.	m	65	
15	22mm Ditto..	m	23	
<u>Extra For Conex Brass Compression Type Fittings:</u>				
16	15mm Fittings	No	41	
Carried to Collection				
Section No. 2 Bill No. 11 Plumbing and Drainage				R

17 22mm Fittings

No

13

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Bill No. 11
Plumbing and Drainage

Section No. 2

Bill No. 11

Plumbing and Drainage

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Bill No. 11

Plumbing and Drainage

Item No		Quantity	Rate	Amount
	<u>BILL NO. 12</u> <u>PAINTWORK</u>			
	<u>PREAMBLES</u>			
	For Preambles see "Specification of materials and methods to be used - PW371"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect			
	<u>PAINTWORK, ETC TO NEW WORK</u>			
	<u>ON FIBRE-CEMENT</u>			
1	Fascias and barge boards.	m	14	
	<u>ON PLASTERED SURFACES</u>			
	<u>Apply Polycell Mendall 90 Flexible Crack Filler to holes and cracks, One Coat Undercoat, One Coat Tinted Micatex and Two Coats Plascon Wall & All. All paint according to manufacturers specification.</u>			
2	Paint to general surfaces	m2	18	
	<u>Prepare And Apply 2 coats Epoxy Paint on:</u>			
3	On floors	m2	47	
	<u>ON TIMBER</u>			
	<u>Prepare and Apply Two Coats Clear Varnish on:</u>			
4	Timber Doors	m2	35	
5	On door frames.	m2	3	
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	Bill No. 12			
	Paintwork			

Bill No	SECTION SUMMARY - SECTION NO.2 :NEW ABLUTION BLOCK	Page No	Amount
1	Earthworks (Provisional)	81	
2	Concrete, Formwork and Reinforcement	84	
3	Masonry	88	
4	Waterproofing	89	
5	Roofing coverings	92	
6	Carpentary and Joinery	96	
7	Ironmongery	99	
8	Metalwork	100	
9	Plastering	101	
10	Tiling	102	
11	Plumbing and Drainage	106	
12	Paintwork	107	
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Item No		Quantity	Rate	Amount
	<u>SECTION NO 3: EXTERNAL WORKS</u>			
	<u>BILL NO. 2</u>			
	<u>PAVING</u>			
	<u>EARTHWORKS</u>			
1	Reduce Levels	m3	51	
	<u>Excavation in earth not exceeding 1.5 m deep for :</u>			
	<u>Selected layer</u>			
2	Fill from Commercial sourcel in layers not exceeding 150 mm with (G5) a CBR of less than 15 and a maximum particle size of 100 mm, compacted to 93% Modified AASHTO density at optimum moisture content	m3	25	
3	Fill from Commercial sourcel in layers not exceeding 150 mm with (G7) a CBR of less than 15 and a maximum particle size of 100 mm, compacted to 93% Modified AASHTO density at optimum moisture content	m3	25	
	<u>Prescribed density test on filling</u>			
4	"Modified AASHTO Density" test	No	10	
	<u>Coarse river sand filling supplied by the contractor:</u>			
5	Sand blinding, etc (provisional)	m3	9	
	<u>PRECAST CONCRETE</u>			
6	Precast concrete 25 MPa/13 mm stone Fig 3 kerb as per SABS 927 - 1969 cast in lengths not exceeding 1 m and with expansion joints at not exceeding 10 m centres finished smooth off the mould on all exposed surfaces bedded on and including 30 mm thick plain concrete 20 MPa/19 mm stone base including excavation, formwork, expansion joints, etc.	m	170	
7	Ditto, but circular on plan	m	32	
	Carried to Collection			R
	Section No. 3			
	Bill No. 1			
	PAVING			

8	Precast concrete 25 MPa/13 mm stone Fig 3 and Fig 14 kerb and channel combination as per SABS 927 - 1969 cast in lengths not exceeding 1 m and with expansion joints at not exceeding 10 m centres finished smooth off the mould on all exposed surfaces bedded on and including 30 mm thick plain concrete 20 MPa/19 mm stone base including excavation, formwork, expansion joints, etc.	m	170
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SEGMENTED PAVING

9	80mm Thick Class 25 Grey interlocking precast concrete pavers type S-A in herringbone pattern on and including 25mm sand bed treated with weed killer.	m2	340
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10	Edge paving bricking	m	118
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Road Markings

11	Road Marking Paint	m2	30
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PAVING

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PAVING

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Bill No. 1

PAVING

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>BENCHES AND BINS</u>			
	<u>Excavate in pickable material not exceeding 2 m deep below natural or reduced ground level</u>			
1	Reduce Levels	m3	8	
2	Surface trenches	m3	24	
	Sundries			
3	Allow for risk of collapse to sides of excavations to column bases, trenches, etc. from ground level to not exceeding 1.5 m deep.	m2	64	
4	Allow for keeping excavations entirely free from water or mud.		Item	
5	Extra over all excavations for carting surplus excavated material from the site and spreading and roughly levelling approximately 200 m from the excavations .(Measured Nett - no allowance made for bulking).	m3	24	
	<u>Filling</u>			
6	Approved clean, hard, dry filling obtained from the excavations in backfilling to trenches, well consolidated and rammed.	m3	8	
	<u>Cement concrete (20 MPa) in:</u>			
7	Footings to walls	m3	8	
8	Benches	m3	5	
	<u>Finishing top surfaces of concrete smooth with a wood float</u>			
9	Apron slabs, paving, etc to slight falls with non-slip surface	m2	32	
	Carried to Collection			R
	Section No. 3			
	Bill No. 2			
	BENCHES AND BINS			

MASONRY

Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:

10	One brick wall	m2	40	
11	75mm Wide welded high tensile steel wire brick reinforcing fabric and building into walls.	m	120	

POLYTIMBER WASTE BINS

12	Waste bins 600 Diameter x 1000mm high as per Architects drawings annexed to the back of these bills	No	6	
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CONCRETE BENCHES

13	Allow a sum of R12000 (Twelve Thousand Rand) for three Concrete benches as per Architect's drawings annexed to the back of these bills			Item
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POLYTIMBER RAMPS

14	Allow a sum of R15000 (Fifteen Thousand Rand) for two PolyTimber Ramps and stair repairs as per Architect's drawings annexed to the back of these bills			Item
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Section No. 3
Bill No. 2
BENCHES AND BINS

Section No. 3

Bill No. 2

BENCHES AND BINS

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Bill No. 2

BENCHES AND BINS

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Item No	Description	Quantity	Rate	Amount
	<u>BILL NO. 3</u>			
	<u>BRAAI STANDS</u>			
	<u>EXCAVATION, ETC</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
1	Trenches	m3	2	
	<u>Extra over all excavations for carting away</u>			
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	2	
	<u>Keeping excavations free from water</u>			
3	Keeping excavations free from mud and all water other than from subterranean sources		Item	
	<u>Risk of collapse of excavations:</u>			
4	Sides of trenches not exceeding 1,5m deep.	m2	3	
	<u>FILLING, ETC</u>			
5	Backfilling to Trenches	m3	1	
	<u>Earth filling, selected by the Contractor from the excavated material, deposited in layers not exceeding 150mm thick, watered and compacted to a density of at least 93% Mod. AASHTO maximum density:</u>			
	<u>REINFORCED CONCRETE</u>			
	<u>25 MPa/19mm concrete</u>			
6	Strip footings	m3	2	
7	Slabs.	m3	1	
	<u>CONCRETE SUNDRIES</u>			
	Carried to Collection		R	
	Section No. 3			
	Bill No. 3			
	BRAAI STANDS			

<u>Finishing top surfaces of concrete smooth with a wood float</u>				
8	Apron slabs, paving, etc to slight falls with non-slip surface	m2	1	
<u>Formwork</u>				
9	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	27	
10	Slabs propped up not exceeding 3.5m high	m2	12	
<u>Fabric reinforcement</u>				
11	Type 245 fabric reinforcement in surface beds	m2	12	
<u>MASONRY</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u>				
12	One brick wall in foundations	m2	21	
<u>BRICKWORK SUNDRIES</u>				
<u>Brickwork reinforcement:</u>				
13	150mm Wide reinforcement built in horizontally.	m	72	
<u>SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u>				
14	One brick walls.	m2	42	
<u>EXTERNAL FACE BRICKWORK</u>				
15	Extra over brickwork for face brickwork.	m2	42	
<u>Facebricks (FBS) prime cost of R7 500.00 per thousand excluding VAT delivered to the site pointed with square ruled recessed horizontal and vertical joints:</u>				
Carried to Collection				R
Section No. 3				
Bill No. 3				
BRAAI STANDS				

METALWORK

16 Galvanised metal grille size 570 x 785mm

m2

6

RETAINING WALLS

17 Allow the sum of R 80000 (Eighty Thousand Rands) for Retaining Wall to be used at the discretion of the Engineer and deducted in part if so required.

Item

80,000.00

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Section No. 3
Bill No. 3
BRAAI STANDS

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BRAAI STANDS

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 BRAAI STANDS

SECTION SUMMARY - SECTION NO.3 : EXTERNAL WORKS

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1	PAVING	111	
2	BENCHES AND BINS	114	
3	BRAAI STANDS	118	
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Item No		Quantity	Rate	Amount
	<u>BILL NO. 1</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>DEMOLITIONS</u>			
1	Allow the sum of R 10 000.00 (Ten Thousand Rand) for Demolitions of Existing Ablution Facilities.	Item		10,000.00
2	Profit.	Item		500.00
3	Attendance.	Item		500.00
	Carried to Final Summary		R	
	Section No. 4			
	Bill No. 1			
	PROVISIONAL SUMS			

Section No		Page No		Amount
1	SECTION NO.1 : PRELIMINARIES	78		
2	SECTION NO.2 :NEW ABLUTION BLOCK	108		
3	SECTION NO.3 : EXTERNAL WORKS	119		
4	SECTION NO.4: PROVISIONAL SUMS	120		
	<u>PART A</u>			
	SUB TOTAL		R	
	<u>CONTINGENCIES</u>			
	Allow the sum of R 41,000.00 (Forty One Thousand Rands) for Contingencies to be used at the discretion of the Architect and deducted in part if so required.			
		Item		41,000.00
	SUB TOTAL		R	
	ADD: VAT 15%		R	
	Carried to Form of Tender		R	

C1. AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER No. 06/FY/21 REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda hereto as listed **in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.**

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

The offered total of the prices inclusive of Value Added Tax is:

R _____ (in words) _____
_____)

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: *(of person authorized to sign the Tender):* _____

Name: *(of signatory in capitals):* _____

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address:

Telephone number: _____ Fax number: _____

Witness: _____

Signature: _____

Name:

(in capitals: _____

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B. ACCEPTANCE

By signing this part of the 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 Condition of Contract as set out in the general and Special Conditions of Contract, and identified in the Contract Data. Acceptance of the Tenderer upon the terms and conditions and contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in -

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities

Part 3 Scope of Work Part 4

Site Information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the security in terms of Clause 14 of the JBCC 2005 within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature:

Name: *(in capitals)*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Capacity:

Name of Employer: (organization)

Address:

Witness:

Signature:

Name:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

- 1. **Subject:** _____
Details: _____

- 2. **Subject:** _____
Details: _____

- 3. **Subject:** _____
Details: _____

- 4. **Subject:** _____
Details: _____

- 5. **Subject:** _____
Details: _____

- 6. **Subject:** _____
Details: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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 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.

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer (Name and address of organization): _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA – CONDITIONS OF CONTRACT

Part 1: General Conditions of Contract	C1.9
Part 2: Special Conditions of Contract	C1.9
1. General	C1.9
2. Amendments to the General Conditions of Contract	C1.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency.

PART 2: SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the JBCC 2005 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special conditions that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC 2005, are replaced with the Forms included in this Project Document.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.1 Definitions

SCC 1.1 "Bills of Quantities"

Add the following:

"For this Contract "Schedule of Quantities" will have the same meaning as "Bills of Quantities" and will form part of the Pricing Data as defined in the General Conditions of Contract."

SCC 1.1

"**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

SCC 1.1 "Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful Tenderer's Offer and no rights shall accrue."

SCC 1.9 Add the following new Clause:

"**SCC 1.9** The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect."

SCC 3.5 Delete sub-clause 3.5

SCC 3.6 Delete sub-clause 3.6

SCC 3.9 Delete sub-clause 3.9

SCC 3.10 Delete sub-clause 3.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCC 7 Legal Provisions

Add the following:

“7.3 The Occupational Health and Safety Act No. 85 and Amendment Act No. 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract.”

7.3.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.”

7.3.2 Contractor to notify Employer

“The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.”

7.3.3 Contractor’s Designer

“The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”

SCC 13 Add sub-clause 13.3

“The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor.”

SCC 14 Amend sub-clause 14.1

“The employer shall choose security to be provided. The contractor shall provide the security required or chosen by the employer in the contract data. The required security shall be included in the contractor’s tender.

SCC 15.1.1 Delete sub-clause 15.1.1

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCC 30.1 Replace reference to 36.3 at end of sentence with 36.0

SCC 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

SCC 32.12 Delete sub-clause

SCC 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

SCC 40.0(41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:

40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3# If provided in the **schedule**, a dispute shall be finally settled by a single

Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

SCC 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace “**contractor**” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”

SCC 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall

SCC 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.

SCC 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

SCC 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**

SCC 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

apply to the **contract**

SCC 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2

SCC 41.0 Add in the following clause to 41.0

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 stated date 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2 CONTRACT SPECIFIC DATA

A. DATA TO BE PROVIDED BY THE EMPLOYER

PART 1: DATA PROVIDED BY THE EMPLOYER

42.1.1 The Employer is the **Eastern Cape Parks & Tourism Agency**

The address of the Employer is: 17-25 Oxford Street, East London

Telephone: (043) 705 4400

Facsimile: (043) 742 5566

Address (postal): P.O. Box 11234, Southernwood, East London, 5213

42.1.2 The Principal Agent is Songo Design Lab

Telephone: (043) 748 1800

Facsimile:

Address (physical): 48 Hillcrest Drive, Beacon Bay, East London

42.2.1 REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED -

Construction of brick and mortar Ablutions at Middle Beach Port Alfred.

42.2.2 The Works or installations to be undertaken by direct contractors comprises

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Not Applicable

42.2.3 The Employer is an organ of State

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is to be affected by the contractor
- Payment will be made for materials and goods
- Extended defects liability period will apply to the following elements:

Not applicable

42.2.4 Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

42.2.5 The period for the commencement of the works after the contractor takes possession of the site is 7 working days.

Completion:

For the works as a whole:

The date for practical completion is **30th April 2021** (Contractor to complete)

The penalty per calendar day is **R 1110.00** up to a maximum of 10% of the contract value there after the employer shall have a right during the identified delay period to step- in and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third-party work shall be at the cost of the contractor.

42.2.9 The law applicable to the agreement shall be that of the Republic of South Africa.

42.3.1 Contract works insurance (construction guarantee) is to be affected by the contractor for a sum not less than the contract sum plus 10%.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Insurance Association. (SASRIA)

42.3.3 Public liability insurance to be affected by the contractor for the sum of R 10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

42.3.4 Support insurance: Deemed Not Applicable

42.4.1 A waiver of the contractor's lien or right of continuing possession is required.

42.4.2 Three copies of the construction document are to be supplied to the contractor free of charge.

42.4.5 JBCC Engineering General Conditions are not to be included in the contract document.

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however, where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is September 2017.

The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules.

31.3 The issue of an interim payment certificates shall be done no later than the 25th of each month.

14.5 The employer will not provide advanced payments against an advanced payment guarantee

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

14.2 and 14.4 The construction guarantee is to be a fixed guarantee in accordance with the JBCC.

40.0 Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 42.5.1:

The name of the Contractor is

The legal name of the Contractor.

Clause 42.5.1 [1.2]:

The address of the Contractor is

The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

..

Physical address

..

.....

..

Guarantor's signatory 1 Capacity.....

..

Guarantor's signatory 1 Capacity

..

Employer means **The Eastern Cape Parks and Tourism Agency**

Contractor means

..

Agent means

..

Works means

Site means

..

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words

(Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2** The Guarantor hereby acknowledges that:
- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at. Date

Guarantor's
 Signatory 1 Guarantor's
 Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.4 ADJUDICATOR APPOINTMENT

This agreement is made on the _____ day of _____ between:
_____ (name of company / organisation)

of _____
_____ (address)

and
_____ (name of company / organisation)

of _____
_____ (address)

(the Parties) and

_____ (name)
of _____

_____ (address)

(the Adjudicator).

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

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (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 JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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: _____ SIGNED by: _____ SIGNED by: _____
 Name: _____ Name: _____ Name: _____

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

Witness: _____ Witness: _____ Witness: _____
 Name: _____ Name _____ Name: _____
 Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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	<p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <p>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</p>
	<p>(b) Telegrams, telex, faxes, and telephone calls.</p> <p>(c) Postage and similar delivery charges.</p> <p>(d) Travelling, hotel expenses and other similar disbursements.</p> <p>(e) Room charges.</p> <p>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</p>
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2 PRICING DATA

C.2.1 PRICING INSTRUCTIONS

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
- 9 The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.2

BILLS OF QUANTITIES

The priced Provisional Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	TOTALS BROUGHT FORWARD
SUB-TOTAL A		R.....
ADD: 10% CONTINGENCIES		R.....
SUB-TOTAL B		R.....
PLUS: 15% VAT		R.....
TOTAL*		R.....

Note:

*Total to be carried forward to the "Form of Offer"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO: 06/FY/21

REFURBISHMENT OF MIDDLE BEACH FACILITIES AT PORT ALFRED.

PART C3: SCOPE OF THE WORKS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.3 SCOPE OF WORK

CONSTRUCTION OF NEW ABLUTIONS AT MIDDLE BEACH, PORT ALFRED –

C.3.1 PROJECT SPECIFICATIONS

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objectives are to construct New Ablution facilities at Middle Beach Port Alfred to include;

- Demolition of existing old ablution facilities and reconstruct the new ablutions on the existing footprint;
- Paving,
- Construction of braai stands, benches and bins
- Construction of the retaining wall

1.2 Overview of the works

The works comprise the New Ablution facilities at Middle Beach Port Alfred.

1.3 Extent of the works

The works comprise the following main activities:

- Preliminary and General which includes site establishment – Establish all plant and equipment, offices, etc. to carry out the works as described below, shown on the drawings and listed in the Bill of Quantities.
- Site Clearance which will involve removal of vegetation and the stockpiling of topsoil for later use.
- Construction of brick and mortar Ablutions with site works.
- Site de-establishment and cleaning up.

1.4 Location of the works

The proposed dam site is located at the following co-ordinated reference points:

NAME	CO-ORDINATES	
MIDDLE BEACH	33 41' 22" S	26 40'28" E

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.5 Temporary works (Decanting)

Not applicable

1.6 Occupational Health And Safety

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2003
- SITE OHS Doc

2 DRAWINGS

The drawings used for setting up the Provisional Bills of Quantities are as follows: As per Engineers' and Architects' Drawing Schedules

3 PROCUREMENT

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

Competitive bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non- Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the bids received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-contractor registered with the necessary council to be an approved asbestos removal specialist

4 CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001BE1
- 2) SANS 2001BS1
- 3) SANS 2001CC2
- 4) SANS 2001CG1
- 5) SANS 2001CM1
- 6) SANS 2001CS1
- 7) SANS 2001CT2
- 8) SANS 2001DP1
- 9) SANS 2001DP2
- 10) SANS 2001DP3
- 11) SANS 2001DP4
- 12) SANS 2001DP5
- 13) SANS 2001DP6
- 14) SANS 2001EM1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

4.2 Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

4.3 General Clause

4.3.1. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:

- i) 10 % women;
- ii) 50% youth who are between the ages of 18 and 25; and
- iii) 1% on persons with disabilities.

4.4. Certification by recognized bodies

Not Applicable

4.6. Plant and materials provided by the employer

Not Applicable

4.7. Services and facilities provided by the employer

Not Applicable

4.8. Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5 Management

5.1 SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is Songo Consortium' Mr Mzukisi Mashaba
4.3.1	The planning, programme and method statements are to comply with the following: 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 15 seater)</p> <p>2) The following facilities will be supplied to the employers representatives:</p> <ul style="list-style-type: none"> - 15 Hardhats for employers representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high.</p> <p>2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>1) none</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>1) Water network.</p> <p>2) Electricity reticulation</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Additional clauses

1 Site meetings and procedures

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for cost associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the Contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
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Essential Data:

5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
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Additional clauses:

1	<p>Stone pitching and rubble concrete masonry</p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
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2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>
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SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)	<p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.</p> <p>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.</p>
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4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)
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Additional clauses

	The duration of each workshop is not to be less than 2½ hours.
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5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify an extension of time occurs.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.3 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.4 Management meetings

A schedule of meetings will be agreed with the contractor.

5.5 Daily records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to EPWP requirements.

5.6 Payment certificates

Monthly valuations of completed work, including materials on site is to be completed and presented by to the client representative by no later than the 15th of each month to be assessed for payments. The payment certificate will be issued no later than the 25th of each month (Including Contractor's tax invoice) to the Principal Agent for payment within 30 calendar days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION	PAGE NO.
POHS : HEALTH AND SAFETY SPECIFICATIONS	C3.12-C3.49

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2 PARTICULAR SPECIFICATIONS

POHSHEALTH AND SAFETY SPECIFICATIONS

1. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R. 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as: "Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work".

As per Construction Regulation 4 the employer is responsible to prepare this Health and Safety Specification for the required construction work.

Provision for the cost of Health and Safety on site is made in the Schedule of Quantities

2. GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms. The contents of the Induction training shall be displayed in the file. Each worker shall write a Safety Induction test to proof their understanding of the induction training done.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
 - a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.
- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a TENDER. Bids without this will be regarded as non-responsive. (Construction Regulation 4)
- 2.4 The 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 the Construction Regulations. The Schedule of quantities for Health and Safety requirements in the TENDER document shall be completed in full. Each and every item shall be priced. No summations or grouping of items are allowed
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3. INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Principal Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor's health and safety file on site.

- b) Section 37(2) agreements shall be entered into and duly signed by both the Principal Contractor and Sub Contractors prior to commencement with work by Sub Contractors.

Copies of the signed agreements shall be included in the Principal's Contractor's health and safety plan.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- c) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Principal Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

4. SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations July 2003.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this Tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The Principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer or the Employer's Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations. (Construction Regulation 4)

Health and Safety Plans must also be submitted by Sub Contractors to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations. (Construction Regulation 5)

The H&S Plans shall be submitted before commencement of any work on site.

The H&S Plans must be approved by the Client and/or Employer's Agent. Any alterations required in the Plans shall be done before commencement of work.

Should the scope of work changes during the construction period, alterations to the plans shall be done accordingly.

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Construction period
4. Name and details of employer –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address
8. Company’s policy towards health & safety
9. Company’s policy towards drug and alcohol abuse
10. Company’s policy towards disciplinary procedures
11. Company’s policy towards environment.
12. Workmen compensation – number and expire date
13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works – describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.
28. Company’s approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuge removal)
29. Company’s approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed on the specific site
35. Lock – out procedures
36. Public safety, hoarding and fencing
37. Risk assessment methods
38. Company's monitoring plan
39. Company's review plan.
40. Identification of risks and hazards
41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors
42. Registers to be completed by appointed employees (Checklists)
43. List of training material to be used for nature reserveal purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
44. List of safe work procedures to be explained to workers.
45. Company's Policy on
 - House Keeping
 - Stacking and storage on sites
 - Construction welfare facilities
 - Explosive power tools
 - Ladders
 - Welding flame cutting and soldering
 - Electrical installations and machinery
 - Boatswain chairs
 - Suspended platforms
 - Material hoists/ Builders hoist
 - Batch plants
 - Water Environments
46. List of Safe Work procedures, Method Statements and Safety plans to be used:
 - Fall protection plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Tunnelling plan
- Pile driving plan
- Steel assembling and placing method statement
- Emergency/evacuation plan
- Demolition plan
- Scaffold erection procedures
- Erection of structural steel procedures
- Electrical installations plan.
- Excavation plan
- Form work and support work plan
- Material Hoist rules
- Lifting machines and tackle rules
- Rules on Construction vehicle and mobile plant procedures
- Rules on mobile and tower cranes
- Fire precautions on the construction site
- Rules on Hazardous chemicals on the site, storage and use
- Rules on storage and use of Flammable liquids and substances on site
- Rules on compressed gas cylinders
- Rules on hand tools
- Rules on portable electrical equipment

List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and offloading of trucks

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - TLB
 - Tippers
 - Grader
 - Water browser
 - Tractors
 - Excavator
 - Material handlers
 - Bobcat
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Tower cranes
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- Precast concrete slab handling

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Ring beam construction
- Use of Scaffolding
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Employer to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub- contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of an H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Employer, Employer Agent or Principal Contractor.

4.3 Provision for costs in respect to Health and Safety in the Tender shall be Tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities or elsewhere to make provision for an appointed H&S Consultant by the Engineer to act as a Service Provider to audit and assist the contractor in performing the H&S activities required by law.

4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

4.4.1 The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the Tender and before commencement of any work on the construction site.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the Employer or the Employer's H&S Agent.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A prior Base Line Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor. (Construction Regulation 7)

The Risk Assessment shall:

- Address tasks on site and hazards related to the type of work performed.
- Possible consequences of these hazards.
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, and influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Method Statements, Safe Work Procedures, Training and Protective Equipment to be issued and implemented to reduce the Risk values.
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training as well as the induction tests results shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Employer, Agent or any Inspector. Competency certificates and/or CV's shall be attached to the Letters of Appointment.

The CEO of the Principal Contractor Company shall appoint a Project Manager (16(2)). The Project manager shall appoint a Construction Supervisor (6(1)) to be permanent on site. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

The Construction Supervisor shall perform all other H&S appointments. All appointed workers shall have a proof of competency attached to the letter of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

appointment. (eg. TLB Operator shall have a valid TLB competency Certificate.)

Medical Fitness Certificates shall be obtained for the workers/operators at an Occupational Health and Safety Practitioner as determined by the Risk Assessment.

- 4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees shall have proof of this induction while employed on site in the form of signed induction training forms and induction tests. Proof of training shall be in the H&S file on site.

Additional training required on this project will be describe elsewhere

Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

A Safety Management Information (SMI) board shall be erected at the site office and maintained during the construction period. The board shall be weather proof

Items to be displayed on the board shall include:

- Copy of the OHS Act
- Organograms of Appointments
- Safety Statics
- Letter of Good Standing with Compensation Commissioner
- Copy of signed and stamped Notification of Construction Work to the Department of Labour.
- Evacuation plan
- Name and telephone number of appointed First Aider on site
- Information on the location of the nearest First Aid Station.
- Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.
- Additional appointments shall follow as required by the Risk Assessment.

4.4.3 Should the Contractor at any stage in execution of the Works

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

- 4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- 4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Employer.

5. HEALTH AND SAFETY MAIN FILE

5.1 The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub-Contractors:

A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – July 2003

A2 Proof of registration with Compensation Commissioner (Principal Contractor)

A3 Copy of Notification of Construction work to the Department of Labour

A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by Employer and Principal Contractor in presence of witnesses or by Principal Contractor and Subcontractor in presence of witnesses.

A5 Health and Safety Specifications provided by the employer

A6 Notices to Principal Contractor, Site Instructions related to H&S, Copies of H&S Audits done by the Employer's Agent, Notices by the Department of Labour, Schematics, Detail Drawings, As-Build Drawings and all other relevant documentation.

A7 Health and safety plan describing all activities as mentioned elsewhere.

A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.

A9 Organograms indicating site specific organizational structure with reference to requirements of the construction regulations.

A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Appointment of Project Manager (Section 16(2) of The Act) by CEO of Company
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable) (16(2) to appoint Sub-Contractors)
- Appointment of Construction Work Supervisor (Construction Regulation 6(1)) (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (Construction Regulation 6(2)) (full time employee on site if required)

Appointments of Specialists (Refer to a Specialist Company)

- Appointment of a Safety Officer
- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Scaffold Inspector (Where Scaffolds are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in fire fighting awareness)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

- A11 List of Contractors (Sub-Contractors)
- A12 Evacuation plan (To be also displayed on SMI board)
- A13 Refer to H&S TRAINING FILE
- A14 Risk Assessments - All Risk Assessments done before and during the Construction period
- A15 Refer to H&S REGISTER FILE
- A16 Safe Work Procedures and material safety data sheets
- A17 Fall protection plan
- A18 Incident recording forms
- A19 Medical records of workers
- A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

5.2 HEALTH AND SAFETY REGISTER FILE

A15 Registers as required

5.3 HEALTH AND SAFETY TRAINING FILE

A13 The contents of all Training Material used on sited – eg.
Accredited and non-accredited training

Toolbox talks; and

All training records signed by workers

6. NOTIFICATION OF CONSTRUCTION WORK – REGULATION 3 OF THE CONSTRUCTION REGULATION – JULY 2003

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexure to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2003) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2003 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

7. CONTRACTOR'S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Principal Contractor and Sub Contractors.

The Principal Contractor/Contractor shall ensure that the appointed H&S Representatives are on site at all times to oversee the Employee's activities.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

8. SUPERVISION OF CONSTRUCTION WORK – REGULATION 6

The appointed Project Manager (Section 16(2) of the Act) of the Principal Contractor shall appoint a full time employee (Construction Regulation 6(1)) in writing as the Construction Supervisor. An assistant Construction Supervisor (Construction Regulation 6(2)) may also be appointed where required.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The appointed Project Manager (Section 16(2) of the Act) shall appoint all Sub – Contractors. All Sub- Contractors shall appoint a full time employee (Construction Regulation 6(1)) in writing as the Construction Supervisor. An assistant Construction Supervisor (Construction Regulation 6(2)) may also be appointed where required.

9. RISK ASSESSMENT – REGULATION 7

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started. The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of all tasks to be performed
- Risks and hazards associated with each task.
- Rating of possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

A Risk Assessment communication register shall be displayed with each Risk Assessment done to prove communication of the Risk Assessment to the relevant workers.

The form shall be signed by all relevant workers.

10. LOCAL SERVICES

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file (A6). Local services include:

Telkom, Gas, Water, Electricity Supplies and other similar services.

11. SAFE WORKING LOADS

The Contractor shall ensure that -

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

12. MACHINE GUARDING

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

13. CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness (**issued by a registered Occupational Medical Practitioner**) of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Registers of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles – 2kg dry powder Fire Extinguisher
- b) Safety belts and harnesses
- c) Inspection for leaking fuel or gasses which can cause a fire hazard
- d) Safe and suitable means of access
- e) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. This

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

protection must consist of adequate edge protection eg. guard rails and/or crash barriers

2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

14. SIGNS AND NOTICES

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs- ROAD CLOSE

DETOUR

DIRECTION ARROWS

Warning signs- DANGER - MEN AT WORK

Propitiatory signs- NO ENTRY

Fire – POSITION OF EQUIPMENT ARROWS

First Aid – INFORMATION SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving. Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day. Prohibited area –

TR208

Men at work – TW 336

15. EXCAVATION WORK – REGULATION 11

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:

- ⇒ Depth of the excavation
- ⇒ Length of the excavation
- ⇒ Type of soil
- ⇒ Sloping of sides of excavation to maximum angle of repose
- ⇒ Shoring and bracing required
- ⇒ Existing services
- ⇒ Barricading and demarcation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work. Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring. To be filed at index A6

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file. To be filed at index A6

Local services include:

Telkom, Gas, Water, Electricity Supplies and other similar services.

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.
- Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation. Danger Tape on its own is not considered as a barrier
- Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.
- Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.
- Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.
- Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

16. BARRICADING AND DEMARCATION

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

A physical barrier will be a fence at least 1 meter high. Danger tape is not considered a physical barrier. Danger tape is considered as a signage only.

It is advised to use 1.2m high Day-Glo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

17. LADDERS

Ladders to be used shall be undamaged and are of sound construction.

Ladders must be numbered and placed on a register and inspected on a monthly basis by an appointed Ladder Inspector.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (Wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used. Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

18. CONCRETE MIXERS – REGULATION 18

The Contractor shall ensure that all concrete mixers are operated (Appointed Concrete Mixer Operator) and supervised by a competent person who has been appointed in writing as the Concrete Mixer Inspector.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person. (Concrete Mixer Inspector)

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of Health and Safety

A Safe Work Procedure on the specific Concrete Mixer shall be done and communicated to the operator and relevant workers.

No person supervising or operating a concrete mixer shall authorize any other

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

person to operate the plant, unless such a person is competent to operate such machinery.

19. SCAFFOLDING – REGULATION 14

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding Erector shall have the required accredited qualifications for scaffold erecting.

A competent Scaffold Inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

20. HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

All diesel tanks shall be erected on a suitable floor surrounded by a bund wall which will contain 110% of the maximum volume of diesel stored.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace. A demarcated area shall be identifying for waste disposal.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

21. STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas. All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

22. FALL PROTECTION – REGULATION 8

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and psychological fitness necessary to work at elevated heights.

● **Safety Harness:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required (double linear).

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- **Identify Risks:**

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible, must be provided.

On windy/rain days, special precautions are to be taken especially when working with **loose roof sheets**.

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

23. STRUCTURES – REGULATION 9

1. A contractor shall ensure that-
 - (i) all reasonable 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:

and

- (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.
2. The designer of a structure shall-
 - a) before the contractor is put out to Tender, make available to the employer all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
 - (i) Inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of the work upon being designed or when the design is subsequently altered;

- (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
 - (iii) a geo-science technical report where appropriate;
 - (iv) the loading of the structure is designed to withstand; and
 - (v) the methods and sequence of construction process;
- b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - d) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a **record** of those inspections is to be kept on site;
 - e) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - f) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
 - g) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
3. A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, employer, employer's agent or employee.
4. Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
5. Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

use and such maintenance records shall be kept and made available to an inspector upon request.

24. FORMWORK & SUPPORT WORK – REGULATION 10

A competent person shall be appointed in writing to supervise all formwork and support work. **(Formwork and Support Work Inspector)**

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, employer, employer’s agent or employee. (Index A6)

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

Record must be kept of these inspections.

Weakened formwork or support work must be immediately reinforced. Deck panels must be secured against displacement.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances. Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

25. FIRST AID

25.1 SMI Board

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall provide a Safety Management Information Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Representative to the Accident Investigator.

Minor Injuries and near misses shall be recorded on the appropriate forms.

In case of

- Any person dies
- Becomes unconscious
- Lose of limb or part thereof
- Suffer permanent physical disability
- Unable for 14 days to work

A mandatory incident report form (Annexure 1), containing full details of the incident, shall be completed by the appointed Accident Investigator and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

Within 7 days notice must be given in the form of WCL1 or WCL2 to the Provincial Director.

In case of

- Major incident
- Dangerous substance was spilled
- Uncontrolled release of any substance under pressure

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Machinery fractured resulting in flying, falling objects
- Machinery out of control

A mandatory incident report form (Annexure 1), containing full details of the incident, shall be completed by the appointed Accident Investigator and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

26. FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage is to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Smoking areas with sand buckets / ashtrays will be demarcated when site is established.

Suitable and sufficient fire fighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all fire fighting equipment.

A sufficient number of employees shall be trained in the use of fire fighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of fire fighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site. A siren is installed and sounded in the event of fire

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

27. CONSTRUCTION WELFARE FACILITIES – REGULATION 28

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 30 male workers, at least one sanitary facility one shall be erected for every 30 female workers, shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

If mobile toilets with bucket system are installed at the site, cleaning of buckets shall be arranged with the City Council or other authority.

Chemical toilets shall be used where applicable.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

28. TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

29. HAZARDOUS CHEMICALS AND MATERIALS

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

Material Safety Data Sheets shall be provided on all chemicals use and filed in the H&S File

Examples:

- Paint
- Tile Glue
- Tar
- Diesel

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Petrol
- Thinners
- Turpentine
- Drain Cleaners
- Weed Poisons

30. COMMISSIONING SAFETY PRECAUTIONS

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

31. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are located, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery, the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the employer's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

32. REGISTERS REQUIRED ON SITE

The following list of Registers is merely an indication of what could be required by law on site.

PPE

- Personal Protective Clothing and Equipment issued

MACHINERY

- Daily Checklist - Compaction Machinery – Bomag
- Daily Checklist - Compaction Machinery – Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Checklist - Compaction Machinery – Tipper
- Daily Checklist - Compaction Machinery – Excavator
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Checklist - Compaction Machinery – Material Handler
- Daily Checklist - Compaction Machinery – Water Lorry
- Daily Checklist - Compaction Machinery – Bomag
- Daily Checklist - Compaction Machinery – Mini Excavator
- Daily Checklist - Compaction Machinery – Bobcat
- Daily Checklist - Compaction Machinery – Concrete Mixer
- Daily Checklist - Compaction Machinery – Crane

EQUIPMENT

- Ladder Inspection Register

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Scaffold Inspection Register
- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

HOUSE KEEPING

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

INCIDENTS

- Minor Incident Recording form
- Near misses Recording form
- Major Incident Recording forms (Wcl1 and WCL2)
(Injury/ occupational disease record book
Recording and investigation of incidents)
- Annexure 1 – report to Department of Labour
- Motor Vehicle Accident Report
- Safety Statics form

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

FIRST AID

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TRAINING

- Induction Training Attendance Registers
- Risk Assessment Communication Registers
- Safe Work procedures Communication Registers

PERMITS

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

INSPECTIONS

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

33. SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE

The following list of SWP's is merely an indication of what could be required by law on site.

- Stacking of material
- Working with angle grinders
- Working with drills
- Working with glass panes
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Dealing with Heat Stress
- Electrical Safety precautions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Maintenance of Ladders
- Dealing with Silica and dust
- Trenches and open excavations
- Any other as required by activities on site

34. WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE

The following Training is merely an indication of what could be required by law on site.

- Induction Training (Workplace awareness – Site specific)
- Training of operators on Construction Vehicles and Mobile Plant (Certificates)
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard o HIV/AIDS
- Toolbox talks on Environmental influences

35. TRAINING COURSES TO BE PRESENTED

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PHASE 1

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

PHASE 2

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

36. EQUIPMENT ON SITE

First Aid Kit (basic)

Stretcher

Fire Extinguishers – 9kg

37. PERSONAL PROTECTIVE CLOTHING

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

37.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

Colours

Red – Fire Fighter Green _First Aider

White – Professional Team Yellow –Supervisor

Blue – Workers

Pink – SHE Representatives

37.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

Mixing cement and steelwork shall be attended to

37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Proposed Personal Protective Equipment required on this project:

NO.	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Leather chrome Gloves	Working with steel
4.	Plastic Trousers	Working with cement
5.	Safety Goggles	Grinding, Cutting Cement
6.	Gumboots	Working in water
7.	Welding helmet	Welding
8.	Gas welding safety goggles	Gas Welding
9.	Safety shoes	Always except in water
10.	Dust Masks	Grinding and dusty conditions
11.	Ear Muff	Grinding
12.	Leather apron	Welding/ gas welding
13.	Reflective vests	Operators and workers on/near public road
14.	Protective Overalls	Depends on nature of work

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolve the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at..... on this..... day of 20.....

For and on behalf of the **Contractor**:

Print Name: _____

AS WITNESSES:

1. _____ 2. _____

Print Name: _____ Print Name: _____

For and on behalf of the **Employer**:

Print Name: _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MANDATORY NOTIFICATION OF CONSTRUCTION WORK IN TERMS
OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2003) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

This document is to be forwarded by the Contractor to the Office of the Department of Labour prior to commencement of the Works. The Contractor shall ensure that all Sub- Contractors accountable to him forward similar documents to the mentioned Authority prior to commencement with the Works.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....

Co-ordinates (if available)

Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....
Name(s) of Sub-Contractors.

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

K. Particulars of Employer (client)

Name:

Postal Address:

Name of Employer's designated Representative / Agent.

..... Tel No.

..... Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

INFORMATION TO BE SUPPLIED BY THE TENDERER

The following form shall be completed by the Tenderer. A

Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of designated Construction Supervisor of the Contractor appointed in terms of Regulation 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate:

Yes.....

No.....

E Particulars of Fire Fighter

Name:

ID No.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Valid Fire Training Certificate:

Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

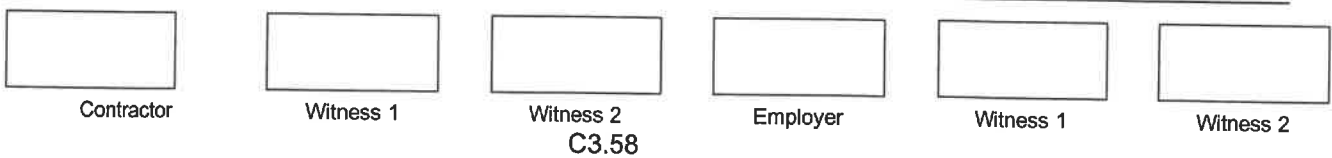
Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved
1				
2				
3				
4				
5				
6				

C3.4

CONTRACT BOARD LAYOUT DETAIL

Contract Boards to adhere to CESA requirements

- Contract Board layout details to be provided after award of contract.



C4 **SITE INFORMATION**

C4.1 **GEOTECHNICAL INFORMATION OF SITE**

The quantities for material presented in the Provisional Bills of Quantities are estimated values and will be subject to final/actual measurements.