

**BID NO: 07/FY/23**

**CONSTRUCTION OF A SWIMMING POOL,  
KITCHEN AND REFURBISHMENT OF A PICNIC  
SITE AND ABLUTION FACILITY AT  
TSOLWANA/COMMANDO DRIFT NATURE  
RESERVE.**

**Closing Date & Time : 10 August 2022 @ 11:00 am**

**A Tender for Category : 3GB Only CIDB Registered Contractors**

**Name of Tenderer :** \_\_\_\_\_

**Compulsory Briefing : 19 July 2022, Tsolwana Nature Reserve @ 11:00am**

**GPS Co-ordinates : Latitude - 32° 8'47.95"S   Longitude - 26°26'40.05"E**

**Total Bid Price :** \_\_\_\_\_

**CSD Number :** \_\_\_\_\_

**CIDB CRS Number :** \_\_\_\_\_

# EASTERN CAPE PARKS & TOURISM AGENCY

## BID NO: 07/FY/23 –CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# EASTERN CAPE PARKS & TOURISM AGENCY

**BID NO: 07/FY/23 –CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.**

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# EASTERN CAPE PARKS & TOURISM AGENCY

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Witness 1

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Employer

Witness 1

Witness 2



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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\*

3

(Max. 3 months)

.....

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

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorised to sign the TENDER )

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Contractor

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Witness 2

# **EASTERN CAPE PARKS & TOURISM AGENCY**

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## **1: TENDER**

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Contractor	Witness 1	Witness 2	Employer T1	Witness 1	Witness 2

# **EASTERN CAPE PARKS & TOURISM AGENCY**

**BID NO: 07/FY/23 –CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND  
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## **PART T1: TENDERING PROCEDURES**

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Contractor

Witness 1

Witness 2

Employer

T1.0

Witness 1

Witness 2

# PART T1: TENDERING PROCEDURES

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# T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO: 07/FY/23

**CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.**

**Tenderers should have a CIDB contractor grading designation of 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 compliance with bid requirements, Stage 2 Local Content, Stage 3-Price and B-BBEE (80/20) Preference Point System will be applied in Stage 3. In Stage 4 bids will be assessed for risk.

The Tender documents will only be obtainable as from the **8<sup>th</sup> of July 2022** and should be downloaded from the following websites: [www.visiteasterncape.co.za/procurement/tenders](http://www.visiteasterncape.co.za/procurement/tenders); [www.ectreasury.gov.za](http://www.ectreasury.gov.za);

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held in respect of this tender on the **19<sup>th</sup> of July 2022 at 11:am at Tsolwana Nature Reserve Site; Co-ordinates: Latitude - 32° 8'47.95" S Longitude - 26°26'40.05"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 **150 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 **10<sup>th</sup> of August 2022 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](mailto: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](mailto:Mcebisi.Sandi@ecpta.co.za)

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Contractor

Witness 1

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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](http://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:

<b>THE TENDER</b>		
<b>Part T1</b>	:	<b>Tender Procedures</b>
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
<b>Part T2</b>		<b>Returnable Documents</b>
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

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Employer

Witness 1

Witness 2

T1.2.1

<b>THE CONTRACT (Part3)</b>		
<b>Part C1</b>		<b>Agreements and Contract Data</b>
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C1.2		Contract Data
<b>Part C2</b>		<b>Pricing Data</b>
C2.1		Pricing Instructions
C2.2		Provisional Bills of Quantities
C2.3		Amendments, Qualifications and Alternatives by Tenderer
<b>Part C3</b>		<b>Scope of Work</b>
C3.1		Standard Specifications
C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
<b>Part C4</b>		<b>Site Information</b>
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 Principal Building Agreement (Edition 6.2 of May 2018)”**  
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

**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 : Ms. Fezeka Manyika  
Address : 21A Beacon Park Offices,  
21 Pell Street  
Beacon Bay  
East London, 5214  
Contact Number : 087 161 0930

#### **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 3GB 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 **compulsory** for this contract, are as follows:

**Site Inspection and Clarification Meeting - Location/venue:** Tsolwana Nature Reserve, Venterstad,

GPS Co-ordinates: Latitude - 32° 8'47.95"S Longitude - 26°26'40.05"E

Date: 19 July 2022

Starting time: 11:00am

#### **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: (1) 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details:

#### **F.2.15 Closing time**

The closing time for submission of Tender Offers is **11:00am**

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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 150 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.

**F2.23 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 full Central Supplier Database (CSD) Report for the month of August 2022
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 Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
6. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
7. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)

**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".

- **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**

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Employer

Witness 1

Witness 2

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: Compliance with bid requirements
- Stage 2: Local Content Declaration for designated items
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Assessment

#### Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Proof of CIDB contractor grading designation equal to **3GB Only**. CRS number also to be provided. Contractors with designation of 4GB or higher will not be considered.
- (iii) **Company Experience:** Bidders MUST provide evidence of execution or completion of at least two (2) General Building projects (GB). Proof will be accepted in the form of **Practical Completion certificates** and or **completion certificate**. Only projects with a rand value of R350 000 and above will be considered for evaluation.
- (iv) **Team Capability:** Bidders must provide CV's and certified copies of qualifications (where applicable) for the following team members. Copies of qualifications must be certified by the Commissioner of Oaths **not older than three (3) months**.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Resources	Qualifications	No of years' Experience
Site Agent	National Diploma or higher in Civil/Building	3 or Higher
Foreman	N/A	5 or Higher
Occupational Health and Safety Representative	Relevant Certification/Qualification	1 or Higher
Environmental Control Representative	Relevant Certification/Qualification	1 or higher

**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**

CRITERIA	POINTS
Price	80
B-BBEE Status	20
Total	100

***NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.***

### **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:

- Clause F.3.13 of the Standard Conditions of Tender
- Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- Bidders may tender on all these 3GB clustered projects i.e. (Bid 04/FY/23, Bid 05/FY/23, Bid 06/FY/23, Bid 07/FY/23 and Bid 08/FY/23), however no bidder will be awarded more than one project from these clustered projects in line with the requirements of break-out procurement. In the case where a bidder has scored the highest points on more than one bid, A bidder will be requested to select only one project in the order of preference. In the instance where a bidder has been awarded a project in their order of preference, that bidder will not be considered in the remaining bids (as a lowest acceptable price).
- The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 150 days
- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

**Cancellation and re-invitation of Bids**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 effected (should the Tender prove to be successful).
- (iii) Points scored shall be rounded off to the nearest 2 decimal places.

**Declarations**

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

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

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 favourable 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 Compliance**

- 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 eFiling, 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 eFiling

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### **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 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



- 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

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### **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**

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

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### **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<sub>EV</sub>) in accordance with the following formula:  

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

where: N<sub>FO</sub> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N<sub>Q</sub> 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<sub>EV</sub>) in accordance with the following formula, unless otherwise stated in the Tender Data:

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

where: N<sub>FO</sub> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N<sub>P</sub> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N<sub>Q</sub> 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 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ 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.: 07/FY/23**

**CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT  
OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO  
DRIFT NATURE RESERVE.**

**PART T2: RETURNABLE DOCUMENTS**

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.13

## 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
		<b>All pages requiring signatures signed by the Tenderer (Authorised Person)</b>	
1		<b>Correct Tender Offer Amount on BOQ's carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)</b>	
<b>T2.3</b>	<b>T2.1</b>	<b>Forms, Certificates and Schedules required for evaluation of Tender responsiveness</b>	
T2.4	T2.1.1	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	
<b>T2.21</b>	<b>T2.2</b>	<b>Other Forms, Certificates and Schedules that will be incorporated into the contract</b>	
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	Bidders Disclosure (SBD 4)	
	T2.2.7	Preferential Procurement Points Claim (SBD 6.1)	
T2.37	T2.2.9	Local Content Declaration (SBD 6.2)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# 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 (Functionality Evaluation)	T2.36-T2.51
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.52-T2.59

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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T2.2.0



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

	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

T2.2.1

**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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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. 07/FY/23** 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 7 / F Y / 2 3** 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.07/FY/23** 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.***

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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/Ms ..... ,authorized signatory of the company..... acting in the capacity of lead partner, to sign all documents in connection with the tender for **Tender No.07/FY/23** 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 .....

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

.....

.....

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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      CENTRAL SUPPLIER DATABASE (CSD)**

**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.**

**Tenderer's copy of a full CSD report for the month pf August 2022 / Tax Clearance 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

## **T2.1.7      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**

	<b>Page No.</b>
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 Local Content Declaration	T2.37

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<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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T2.2.i

## **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.

<b>ADD NO.</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1.		
2.		
3.		
4.		
5.		

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(of Authorised Person)

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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														
<b>Total</b>														

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.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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.

1. 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	

2. 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: ..... ..... ..... ..... ..... .....	

3. 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**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR  
THE GOODS/SERVICES/WORKS OFFERED?  
(IF YES ENCLOSE PROOF)

**YES/NO**

SIGNATURE OF TENDERER: .....

DATE: .....

CAPACITY IN WHICH THIS TENDER IS SIGNED: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.6**

## **T2.2.6                    BIDDER'S DISCLOSURE (SBD 4)**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

<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

2.2.1 If so, furnish particulars:

.....  
.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **T2.2.7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the ....80/20... preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### **2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

Points for Price will be calculated based on the following formula in accordance with PPPFA Circular 01 of 2021/22

$$PS = 80(1 + \frac{Pt - Pmax}{Pmax})$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

**Designated Group: An EME or QSE which is at last 51% owned by:**

EME  
√

QSE  
√

Black people  
Black people who are youth  
Black people who are women  
Black people with disabilities  
Black people living in rural or underdeveloped areas or townships  
Cooperative owned by black people  
Black people who are military veterans

**OR**

Any EME  
Any QSE

<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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

.....  
Contractor

.....  
Witness 1

.....  
Witness 2

.....  
Employer

.....  
Witness 1

.....  
Witness 2

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

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

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

DATE: .....

ADDRESS .....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## T2.2.8

## 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Description of services, works or goods	Stipulated minimum threshold
All Brick force 155mm & 75mm	100%
Fencing & Wire products	100%
Type G03 steel gate & frame 900 x 2100mm	100%
Cement	100%
Bolts, Nuts, reinforcing steel	100%
Cupboards	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

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.

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



## Local Content Declaration - Summary Schedule

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

Signature of Bidder

Date:

Total Exempt imported content R	
Total bid value net of exempt imported content R	
Total Imported content R	
Total local content R	
Average local content % of tender	%

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

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

### A. Exempted imported content

### B. Imported directly by the Tenderer

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

#### D. Other foreign currency payments

**Signature of tenderer from Annex B**

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

above   R

## Annex E

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

<b>Bid No.</b>	
<b>Bid description:</b>	
<b>Designated products:</b>	
<b>Bidder Authority:</b>	
<b>Bid Entity name:</b>	

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

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

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

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

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

**Total local content**

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 (PRE-REQUISITES)**

Page No.

Refer Section F.3.11 – Stage 1: Compliance with bid requirements

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.x

**(NB: This schedule is used in evaluating compliance with bid requirements)**

**1. PREVIOUS PROJECTS UNDERTAKEN:**

[illegible]

Contract Dispute

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 COMPLE- TED
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		

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# **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:  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.		
_____ (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**

**(NB: This schedule is used in evaluating Functionality)**

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).

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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.

DATE: \_\_\_\_\_ SIGNATURE OF TENDERER: \_\_\_\_\_  
(Authorized Person)

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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 infrastructure on nature reserves.

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

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			

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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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.4.iii



## **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 / SWORN  
AFFIDAVIT**

***Attach B-BBEE Status Level Certificate / Sworn Affidavit here***

---

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><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b>*NB:</b> 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/<b>Sub-contractors</b> are involved each party <b>must</b> submit a separate and <b>Original Valid Tax Clearance Certificate</b>.</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

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**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 07/FY/23**

**CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT  
OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO  
DRIFT NATURE RESERVE.**

**PORTION 2:        CONTRACT**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1

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**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 07/FY/23**

**CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT  
OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO  
DRIFT NATURE RESERVE.**

**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
<b>C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>C1.1</b>
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
<b>C2:</b>	<b>PRICING DATA</b>	<b>C2.1</b>
C2.1:	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2:	PROVISIONAL BILLS OF QUANTITIES	C2.3
<b>C3:</b>	<b>SCOPE OF WORK</b>	<b>C3.1</b>
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
<b>C4:</b>	<b>SITE INFORMATION</b>	<b>C4.1</b>
C4.1:	GEOTECHNICAL INFORMATION OF SITE	C4.1
<b>C5:</b>	<b>ANNEXURES</b>	<b>C5.1</b>

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 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. 07/FY/23 CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.**

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):* \_\_\_\_\_

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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 PBA Edition 6.2 May 2018 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)**

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---

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**

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<b>Part 1:</b>	<b>General Conditions of Contract</b>	<b>C1.9</b>
<b>Part 2:</b>	<b>Special Conditions of Contract</b>	<b>C1.9</b>
1.	<b>General</b>	<b>C1.9</b>
2.	<b>Amendments to the General Conditions of Contract</b>	<b>C1.9</b>

## **PART 1: GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are clauses 1 to 41 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)** 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.1 CONTRACT DATA

CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1



## EASTERN CAPE PARKS AND TOURISM AGENCY

### BID FOR THE CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.

#### C1.1 Contract Data

The Joint Building Contract Committee Principal Building Agreement (JBCC 2018 Edition 6.2 May 2018) published by the Joint Building Contract Committee, is applicable to this contract. Copies of these conditions of contract may be obtained from the Joint Building Contract Committee (Tel 011-482 3102).

The Contract Data and JBCC shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data, referring to the Joint Building Contract Committee Agreement, Edition 6.2 May 2018, are applicable to this Contract:

#### The Joint Building Contracts Committee® - NPC

##### CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Principal Building Agreement Edition 6.2 -  
May 2018

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.
Reference number	Tender No : 07/FY/23
Works description	<p>Refer to more detailed scope of works described in Tendering Procedures <b>Part T1.1</b> of the tender document.</p> <p>As a rough guide only to Tenderers, the work embodied in this contract comprises the construction of:</p> <ul style="list-style-type: none"><li>• Refurbishment of the picnic site</li><li>• Refurbishment of Ablution Facilities</li><li>• Demolition of Kitchen</li><li>• Rebuilding of new kitchen</li><li>• Perimeter Fencing</li><li>• Construction of new swimming pool</li></ul>

### A 2.0 Site [1.1]

Erf / stand number	Tsolwana Nature Reserve
Township / Suburb	Venterstad, Tarkastad
Site address	Tsolwana Nature Reserve
Local authority	Walter Sisulu Local Municipality

CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

### A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Parks and Tourism Agency		
Business registration number	Public Entity	NPO	N
VAT/GST number	VAT Exempt	No	
Country	South Africa		
Employer's representative: Name	Ms. Mandilakhe Lawana		
E-mail	<a href="mailto:Mandilakhe.Lawana@ecpta.co.za">Mandilakhe.Lawana@ecpta.co.za</a>	Telephone number	043 492 0881
Mobile number	082 901 8096		
Postal address	Private Bag X 11235		
	Southernwood	Postal code	5201
Physical address	17-25 Oxford Street		
	East London	Postal code	5201



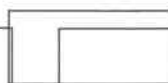
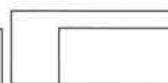


### A 4.0 Principal agent [1.1]

Name	Nolwandle Quantity Surveyors		
Legal entity of above	Nolwandle Quantity Surveyors	Contact person	Fezeka Manyika
Practice number	Pr QS 5784	Telephone number	083 271 7191
		Mobile number	083 271 7191
Country	South Africa	E-mail	<a href="mailto:info@nolwandleqs.co.za">info@nolwandleqs.co.za</a>
Postal address	PO Box 2250		
	Beacon Bay	Postal code	5241
Physical address	21 Pell Street		
	Beacon Bay	Postal code	5241

### A 5.0 Agent [1.1; 6.2]

Discipline	Architect
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Name	Tintswalo Mutemba Architects		
Legal entity of above		Contact person	Tintswalo Mutemba
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

CONTRACTOR      WITNESS 1      WITNESS 2      WITNESS 2      EMPLOYER      WITNESS 1

**A 6.0 Agent** [1.1; 6.2]

Discipline	Quantity Surveyor
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Name	Nolwandle Quantity Surveyors		
Legal entity of above		Contact person	Fezeka Manyika
Practice number	Pr QS 5784	Telephone number	083 271 7191
		Mobile number	083 271 7191
Country	South Africa	E-mail	<a href="mailto:info@nolwandleqs.co.za">info@nolwandleqs.co.za</a>
Postal address	PO Box 2250		
	Beacon Bay	Postal code	5241
Physical address	21 Pell Street		
	Beacon Bay	Postal code	5241

**A 7.0 Agent** [1.1; 6.2]

Discipline	Civil & Structural Engineer
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Name	Ntsimini Developments		
Legal entity of above		Contact person	Jongikhaya Mzomba
Practice number	ECSA:	Telephone number	078 435 7332
		Mobile number	
Country	SA	E-mail	<a href="mailto:jongi@ntsimini.co.za">jongi@ntsimini.co.za</a>
Postal address	12 Blackburn Road		
	Beacon Bay	Postal code	5241
Physical address	12 Blackburn Road		
	Beacon Bay	Postal code	5241

**A 8.0 Agent** [1.1; 6.2]

Discipline	Mechanical, Electrical & Fire Engineer
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Name	Likhanye Consulting		
Legal entity of above		Contact person	Nombulelo Gwarube
Practice number		Telephone number	
		Mobile number	083 379 9744
Country	South Africa	E-mail	<a href="mailto:nombulelo@likhanyeconsulting.co.za">nombulelo@likhanyeconsulting.co.za</a>
Postal address	P.O. Box		
	Beacon Bay	Postal code	5241
Physical address	P.O. Box		
	Beacon Bay	Postal code	5241

**A 9.0 Agent** [1.1; 6.2]

Discipline	Health & Safety
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Name	SheShay Solutions		
Legal entity of above		Contact person	Annastachia Jacobus
Practice number		Telephone number	
		Mobile number	081 324 5147
Country	South Africa	E-mail	<a href="mailto:tessa@sheshay.com">tessa@sheshay.com</a>
Postal address	8 Kathryn Road		
	Amalinda	Postal code	5201
Physical address	8 Kathryn Road		
	Amalinda	Postal code	5201



CONTRACTOR  
WITNESS 2



WITNESS 1



WITNESS 2



EMPLOYER



WITNESS 1



## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country[2.1]	Republic of South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	South African Rands
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at nocost [5.6]	2

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to index
Additional documentation as stated in Procurement document	

<b>Contract drawings</b> – description	Number	Revision	Date
Refer to drawings included in tender document annexures			

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CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

**B 5.0 Employer's agents [6.0]**

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

**NoIwandle Quantity Surveyors**

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

**N/A**

**B 6.0 Insurances [10.0]**

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







CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

**and/or**

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?	Yes		
	New works [10.1.1 and 11.1.1] (contract sum or amount)	Contract Sum	
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	N/A	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		Sum of above	
Supplementary insurance [10.1.2]		Contract works insurance value	
Public liability insurance [10.1.3]		R5,000,000.00	
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]: Refer B17.0		N/A	
Yes/no?		If yes, description 1	
Guarantee for Construction 10% of the Contract Sum [11.1.1]			
Yes/no?		If yes, description 2	
Contract Sum and a payment reduction of 5% of the value of each payment certificate			

**a) B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description	Existing Nature Reserve Facilities, located on the same site, will remain in operation during the construction period, the operation of which must not be hindered in any way by the construction activities		
Restriction of working hours [12.1.2]		Yes/no?	No

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CONTRACTOR WITNESS 2	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	

If yes, description	Contractor to utilise and spend much time on site to ensure the completion of works within the schedule of works.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	No
If yes, description	No indigenous trees on the site		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	Tsolwana Nature Reserve is a clean educational area and the contractor's team will need to stay within the demarcated building construction site. Materials used will need to be approved by the Employer's agent and stacked within the site.		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description			

### **B 8.0 Nominated subcontractors [14.0]**

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

### **B 9.0 Selected subcontractors [15.0]**

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

### **B 10.0 Direct contractors [16.0]**

Yes/no?		If yes, description of extent of work
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]

CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	
WITNESS 2					

**B 11.0 Description of sections [20.1]**

**Refer to Scope of Works described elsewhere in the tender document for more detailed description of sections**

<b>Sections</b>	N/A
<b>Section</b>	Remainder of the works

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

<b>Practical completion for the works as a whole</b>	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the site by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
		<b>working days</b>	Period in months	Penalty amount per calendar day (excl. tax)
				<b>3.75c/R100</b>

or where **sections** are applicable (N/A)

<b>Practical completion of a section of the works</b>	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the site by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
		<b>working days</b>	Period in months	Penalty amount per calendar day (excl. tax)
<b>Sections</b>		N/A	N/A	N/A
<b>Remainder of the works</b>		N/A	N/A	N/A

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	
If yes, description of applicable elements		

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	25 <sup>th</sup>
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no? No
If yes, method to calculate	
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Thirty (30) calendar days

CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1



**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10]Name of nominating body	Association of Arbitrators (Southern Africa)
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? * <input type="checkbox"/> Yes <input type="checkbox"/> Association of Arbitrators (Southern Africa)
Applicable rules for arbitration [30.7.5]	

**B 16.0 JBCC® General Preliminaries - selections**

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

CONTRACTOR  
WITNESS 2

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

[P8.1]	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Electricity[P8.2]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
Communication facilities - specific requirements[P8.4]		Refer to Bill No. 1 Preliminaries		
Protection of the <b>works</b> - specific requirements[P11.1]		Refer to Bill No. 1 Preliminaries		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		Refer to Bill No. 1 Preliminaries and OHS Spec		
Disturbance - specific requirements [P11.5]		Refer to Bill No. 1 Preliminaries		
Environmental disturbance - specific requirements[P11.6]		Refer to Bill No. 1 Preliminaries		

## A TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B ☐

Option A	<b>Guarantee for construction</b> (variable) by <b>contractor</b> [11.1.1]
Option B	<b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2]
<b>Guarantee for payment by employer</b> [11.5.1; 11.10]	Not applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable

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CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	
WITNESS 2					

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

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

## C 3.0 Payment of preliminaries [25.0]

### 1.1.1. Contractor's selection

Select Option A or B ☐

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

### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>
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### Lump sum contract

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

## C 4.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B ☐

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

### Provision of particulars

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

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CONTRACTOR	WITNESS 1	WITNESS 2	EMPLOYER	WITNESS 1	
WITNESS 2					

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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

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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 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. 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](http://www.stanza.org.za) or [www.iso.org](http://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")

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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.

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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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**PROVISIONAL BILLS OF QUANTITIES**  
**FOR**  
**Refurbishment of Picnic Site in Tsolwana Nature Reserve**  
**FOR**  
**Eastern Cape Parks and Tourism**

**ARCHITECTS**

Tel.

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**SECTION NO. 1**  
**PRELIMINARIES**

**SECTION NO. 1****PRELIMINARIES****BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement **contract data** form an integral part of this **agreement**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The **contractor** is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause

The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying 'not applicable'

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

**PREAMBLES FOR TRADES****User note**

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

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The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications}

#### **STRUCTURE OF THIS PRELIMINARIES BILL**

A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

#### **PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)}

#### **SECTION A: PRINCIPAL BUILDING AGREEMENT**

##### **Interpretation (A1-A7)**

#### **1 Clause 1.0 - Definitions and interpretation**

##### **Pricing of bills of quantities**

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

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<p>Abbreviated descriptions</p> <p>The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p>Legal status of contractor</p> <p>If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p> <ol style="list-style-type: none"> <li>1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement</li> <li>2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons</li> <li>3. The contractor shall not alter its composition or legal status without the prior written consent of the employer</li> </ol>		
2 Clause 3.0 - Offer and acceptance	Item	
3 Clause 4.0 - Cession and assignment	Item	
4 Clause 5.0 - Documents	Item	
<p>Value Added Tax</p> <p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>? Priced document as specification</p> <p>Clause 5.4 is deemed to be deleted</p> <p>The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any</p> <p>User Note</p> <p>Insert the following where applicable</p> <p>Electronic issue of drawings</p> <p>All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.]</p>		
5 Clause 6.0 - Employer's agents	Item	
<p>User Note</p> <p>Delegated authority may be dealt with in B 5.0 of the contract data.</p> <p>Insert in the contract data 'Refer to Bill No. 1 (Preliminaries)' should it be dealt with in Bill No. 1</p> <p>Delegated authority</p>		
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The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2] This does not preclude the principal agent from issuing such contract instructions.

#### User Note

Add delegated authority as may be required for other relevant consultants not listed hereinafter

#### 1. Architect

#### User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

#### 1.1 Duties [6.2]

The architect is responsible for the architectural design, functional design and quality inspection of the work

#### Contract instructions [6.2; 17.1]

Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

#### 1.2.3 The site

#### 1.2.4 1033 Compliance with the law, regulations and bylaws [2.1]

#### 1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

#### 1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

#### 1.2.7 Removal or re-execution of work

#### 1.2.8 Removal or substitution of any materials and goods

#### 1.2.9 Protection of the works

#### 1.2.10 Making good physical loss and repairing damage to the works [23.2.2]

#### 1.2.11 Rectification of defects [21.2]

#### 1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

#### 1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

#### 1.2.14 Appointment of a subcontractor [14.0; 15.0]

#### 1.2.15 Work by direct contractors [16.0]

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<p>1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]</p> <p>2. Quantity surveyor</p> <p>User Note</p> <p>Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent</p> <p>2.1 Duties [6.2]</p> <p>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works</p> <p>2.2 Contract instructions [6.1]</p> <p>2.2.1 No contract instructions delegated to the quantity surveyor</p> <p>3. Civil and structural engineer</p> <p>User Note</p> <p>Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent</p> <p>Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA</p> <p>3.1 Duties [6.2]</p> <p>The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works</p> <p>Contract instructions [6.2; 17.1]</p> <p>3.2.1 Rectification of discrepancies, errors in description quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>3.2.3 The site [13.0]</p> <p>3.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>3.2.7 Removal or re-execution of work</p> <p>3.2.8 Removal or substitution of any materials and goods</p> <p>3.2.9 Protection of the works</p> <p>3.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>3.2.11 Rectification of defects [21.2]</p>	
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3.2.12 A list for practical completion} specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

#### 4. Mechanical engineer

##### User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

##### 4.1 Duties [6.2]

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

##### 4.2 Contract instructions [6.2; 17.1]

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the Principal Building Agreement

4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

4.2.3 Compliance with the law, regulations and bylaws [2.1]

4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any materials and goods

4.2.8 Protection of the works

4.2.9 Making good physical loss and repairing damage to the works [23.2.2]

4.2.10 Rectification of defects [21.2]

4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums

#### 5. Electrical engineer

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**User Note**

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

**5.1 Duties [6.2]**

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

**Contract instructions [6.2; 17.1]**

**5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement**

**5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works**

**5.2.3 Compliance with the law, regulations and bylaws [2.1]**

**5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works**

**5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]**

**5.2.6 Removal or re-execution of work**

**5.2.7 Removal or substitution of any materials and goods**

**5.2.8 Protection of the works**

**5.2.9 Making good physical loss and repairing damage to the works [23.2.2]**

**5.2.10 Rectification of defects [21.2]**

**5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion**

**5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums**

**6. Wet services engineer****User note**

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

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**6.1 Duties [6.2]**

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works

**6.2 Contract instructions [6.2]**

**6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement**

**6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works**

**6.2.3 Compliance with the law, regulations and bylaws [2.1]**

**6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works**

**6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]**

**6.2.6 Removal or re-execution of work**

**6.2.7 Removal or substitution of any materials and goods**

**6.2.8 Protection of the works**

**6.2.9 Making good physical loss and repairing damage to the works [23.2.2]**

**6.2.10 Rectification of defects [21.2]**

**6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion**

**6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums**

**7. Fire consultant****User note**

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

**7.1 Duties [6.2]**

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works

**7.2 Contract instructions [6.2; 17.1]**

**7.2.1 Rectification of discrepancies, errors in description quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement**

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7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

7.2.3 Compliance with the law, regulations and bylaws [2.1]

7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any materials and goods

7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

7.2.3 Compliance with the law, regulations and bylaws [2.1]

7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any materials and goods

8. Health and safety consultant

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

8.1 Duties [6.2]

The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall

8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 (as amended)

8.1.2 Prepare and update the health and safety specification for the works

8.1.3 Agree with the contractor the health and safety plan for the works

8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations

8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to

6 Clause 7.0 - Design responsibility

Item

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**Insurances and securities (A8-A11)**

- |    | Item                           | Amount |
|----|--------------------------------|--------|
| 7  | Clause 8.0 - <b>Works</b> risk |        |
| 8  | Clause 9.0 - Indemnities       |        |
| 9  | Clause 10.0 - Insurances       |        |
| 10 | Clause 11.0 - Securities       |        |

**User note**

If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause

**Guarantee for payment**

The employer shall provide to the contractor a guarantee for payment in the amount of ZERO Rand (R0.00) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.1}

**User note**

Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:

**Extension of waiver of lien**

The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]

**Execution (A12 - A17) }**

- |    |  |  |
|----|--|--|
| 11 | Clause 12.0 - Obligations of the parties |  |
|----|--|--|

**Office accommodation**

The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]

**Notice board**

The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]

**Statutory and other notices**

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard.

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	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto	Item	
12	Clause 13.0 - Setting out	Item	
13	Clause 14.0 - Nominated <b>subcontractors</b>	Item	
14	Clause 15.0 - Selected <b>subcontractors</b>	Item	
15	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the user of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	Item	
16	Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the <b>contractor</b>	Item	
	<b><u>Completion (A18 - A24) }</u></b>		
17	Clause 18.0 - Interim completion	Item	
18	Clause 19.0 - Practical completion	Item	
19	Clause 20.0 - Completion in sections	Item	
20	Clause 21.0 - <b>Defects</b> liability period and final completion	Item	
21	Clause 22.0 - <b>Latent defects</b> liability period	Item	
22	Clause 23.0 - Revision of the date for <b>practical completion</b> <b>Substitution of materials and goods</b> The removal or substitution of any <b>materials and goods</b> which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the <b>contract value</b> [17.1.8; 23.1 & 2]	Item	
23	Clause 24.0 - <b>Penalty</b> for late or non-completion	Item	
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	<b><u>Payment (A25 - A27) }</u></b>		
24	<p>Clause 25.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>Fluctuations in costs</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor</p>	Item	
25	<p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Fluctuations in costs</p> <p>All fluctuations in costs, shall be accounted for in terms of CPAP using Haylett formula</p> <p>User note</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works</p> <p>Cost of claims</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 &amp; 7] from making a determination on costs</p> <p>Claims from subcontractors</p> <p>The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p>	Item	
26	<p>Clause 27.0 - Recovery of expense and/or loss</p> <p><b><u>Suspension and termination (A28 - A29)</u></b></p>	Item	
27	Clause 28.0 - Suspension by the contractor	Item	
28	Clause 29.0 - Termination	Item	
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		Amount
<b><u>Dispute resolution (A30)</u></b>		
29	<p>Clause 30.0 - Dispute resolution</p> <p>Agreement</p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>Contract</p> <p>User note</p> <p>Insert under the above heading, with suitable sub-headings any amendments, modifications, corrections or supplements to the contract data</p> <p>Tenderer's selection</p> <p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p> <p>User note</p> <p>All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor</p>	
	<b><u>SECTION B: GENERAL PRELIMINARIES</u></b>	
	<b><u>User note</u></b>	
	<p>Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data</p> <p>Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be ne</p>	Item
	<b><u>Definitions and interpretation (B1)</u></b>	
30	Clause 1.1 - Definitions	Item
31	Clause 1.2 - Interpretation	Item
	<b><u>Documents (B2)</u></b>	
32	Clause 2.1 - Checking of documents	Item
33	<p>Clause 2.2 - Provisional bills of quantities</p> <p>User note</p> <p>Check 'wet trades' included in the bills of quantities and edit the following clause as may be necessary</p> <p>Multiple procurement</p>	
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	These bills of quantities are in multiple procurement format ie the 'wet trades' - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums	Item	
34	Clause 2.3 - Availability of <b>construction information</b>	Item	
35	Clause 2.4 - Ordering of <b>materials and goods</b>	Item	
	<b><u>Previous work and adjoining properties (B3)</u></b>		
36	Clause 3.1 - Previous work - dimensional accuracy	Item	
37	Clause 3.2 - Previous work - <b>defects</b>	N/A	
38	Clause 3.3 - Inspection of adjoining properties	Item	
	<b><u>The site (B4)</u></b>		
39	Clause 4.1 - Handover of <b>site</b> in stages	Item	
40	Clause 4.2 - Enclosure of the works		
	User note		
	Describe any specific hoarding requirements - contractor should allow for pricing of temporary fence in order to secure the construction site.	Item	
41	Clause 4.3 - Geotechnical and other investigations	Item	
42	Clause 4.4 - Encroachments	Item	
43	Clause 4.5 - Existing premises occupied	Item	
44	Clause 4.6 - Services - known	Item	
	<b><u>Management of contract (B5)</u></b>		
45	Clause 5.1 - Management of <b>the works</b>	Item	
46	Clause 5.2 - Progress meetings	Item	
47	Clause 5.3 - Technical meetings	Item	
	<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>		
48	Clause 6.1 - Samples of materials	Item	
49	Clause 6.2 - Workmanship samples	Item	
50	Clause 6.3 - Shop drawings	Item	
51	Clause 6.4 - Compliance with manufacturer's instructions	Item	
	<b><u>Deposits and fees (B7)</u></b>		
52	Clause 7.1 - Deposits and fees	Item	
	Carried To Section Summary	R	
	Section No. 1		
	Bill No. 1		
	Preliminaries		

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**Temporary services (B8)**

53	Clause 8.1 - Water	Item
54	Clause 8.2 - Electricity	Item
55	Clause 8.3 - Ablution and welfare facilities	Item
56	Clause 8.4 - Communication facilities	Item

**Prime cost amounts (B9)**

57	<p>Clause 9.1 - Responsibility for prime cost amounts</p> <p>User note</p> <p>Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion</p> <p>Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc</p>	Item
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**Attendance on subcontractors (B10)**

58	<p>Clause 10.1 - General attendance</p> <p><b><u>User note</u></b></p> <p><i>General attendance is defined as being the duties of the <b>contractor</b> in terms of clause 12.2 of the <b>JBCC n/s subcontract agreement</b></i></p>	Item
59	<p>Clause 10.2 - Special attendance</p> <p>User note</p> <p>Insert details after the provisional sums (nominated or selected subcontract amount for any special attendance where specifically required for each n/s subcontractor separately</p>	

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It is important to note that general attendance only requires the contractor to 'permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site' (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of 'special attendance' in the applicable bill

Item

### **General (B11)**

60 Clause 11.1 - Protection of **the works**

Item

61 Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in sections

Item

62 Clause 11.3 - Security of **the works**

Item

63 Clause 11.4 - Notice before covering work

Item

64 Clause 11.5 - Disturbance

User note

The following clause may be used should 'disturbance' [11.5] need to be extended

Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever

Item

65 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.

The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works

User note

Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure

Environmental management plan

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	The employer has prepared an environmental management plan (EMP) (refer to Annexure B for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP	Item	
66	Clause 11.7 - <b>Works</b> cleaning and clearing	Item	
67	Clause 11.8 - Vermin	Item	
68	Clause 11.9 - Overhand work	Item	
69	Clause 11.10 - Tenant installations	Item	
70	Clause 11.11 - Advertising	Item	
	<b><u>User note</u></b> <i>Where details of materials included in prime cost amounts are readily available and it is therefore not possible for the <b>contractor</b> to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the <b>contractor</b> being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion</i>		
	<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>		
	<b>User note</b> Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1  Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances  Warranties for materials and workmanship  Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract  The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice  The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor		
	Carried To Section Summary	R	
	Section No. 1 Bill No. 1 Preliminaries		
	1-18		

Amount

**Specific Preliminaries**

71 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

Item

72 Cooperation of the **contractor** for cost management

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the **contract value** does not exceed the budget

Item

73 Overloading

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of **the works** or temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

Item

74 Propping of floors below

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of **materials and goods** and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

Item

75 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Item

**User note**

Insert the following where a health and safety specification IS NOT YET available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification

Health and safety

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Section No. 1

Bill No. 1

Preliminaries

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

**User note**

*Insert the following where a health and safety specification **IS** available. Note that there is an obligation on the **employer** to ensure that the **contractor** has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification*

76 Health and safety

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for **the works** (refer to Annexure A for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of **the works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

Item

77 The **contractor** shall

1. Comply with the health and safety specification for **the works**
2. Prepare and agree with the health and safety consultant the health and safety plan for **the works**
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all **subcontractors** with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** health and safety specification

Item

78 Green star building certification

**User note**

*Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification*

Item

79 Broad based black economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

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Preliminaries

		Amount
80	<p>The <b>employer</b> will be monitoring the broad based black economic empowerment (BBBEE) status of the <b>contractor</b> throughout the execution of the works</p> <p>The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating</p>	Item
	Advertising rights	
81	<p>The may employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this agreement</p>	Item
	Confidentiality	
82	<p>The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b></p>	Item
	Media releases	
	<p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p>	Item
<b><u>SUMMARY OF CATEGORIES</u></b>		
Category : Fixed R.....		
Category : Value R.....		
Category : Time R.....		
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Bill No. 1		
Preliminaries		

Amount

**SECTION NO. 1****PRELIMINARIES****SECTION SUMMARY**

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Section No. 1  
SECTION SUMMARY

**SECTION NO. 2**  
**BUILDING WORKS**

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 1</u></b>				
<b><u>DEMOLITIONS</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>General</u></b>				
Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent				
Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site				
<b><u>DEMOLITIONS</u></b>				
<b><u>Demolishing and removing</u></b>				
1				
7.0m x 7.0m single storey building with IBR flat roof on plan, 3.0m high overall, comprising unreinforced concrete surface bed, external walls and internal walls, doors and window to be removed. Prepare surface for building new kitchen and make good		No	1	
2				
Breakdown 2000 x 800mm braai stands built from stone and remove rubble to a dumping site located by a contractor		No	3	
3				
Surplus material from demolitions to a dumping site to be located by the contractor		Lump Sum		
4				
Breakdown fire place built from stone circular on plan and remove rubble to a dumping site located by a contractor, prepare the surface to construct new fireplace		No	1	
Carried To Section Summary				R
Section No. 2				
Bill No. 1				
Demolitions				



		Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>					
<b><u>BUILDING WORKS</u></b>					
<b><u>BILL NO. 2</u></b>					
<b><u>ALTERATIONS</u></b>					
<b><u>REMOVAL OF EXISTING WORK</u></b>					
<b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u></b>					
1	Flat roof size 5000 x 3000mml, of timber trusses and purlins, asbestos sheet covering, doors and windows, ceilings and cornices, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes including disposal to a designated site (by specialist contractor)	Lump Sum			
2	Pitched thatch roof not exceeding 25 degrees pitch high overall with ridge on top	Lump Sum			
Carried To Section Summary					
Section No. 2					R
Bill No. 2					
Alterations					

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b> <b><u>BUILDING WORKS</u></b> <b><u>BILL NO. 3</u></b> <b><u>EARTHWORKS</u></b>  <b><u>SITE CLEARANCE</u></b> <b><u>Site clearance</u></b> <b><u>SUPPLEMENTARY PREAMBLES</u></b> <b><u>Carting away of excavated material</u></b> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> <b><u>Nature of ground</u></b> <p>A soils investigation has been carried out on the site by the engineer and the report is available from the Principal Agent. All very hard unweathered shale, ironstone, etc, the removal of which necessitates the use of explosives or heavy duty hydraulic percussion hammers (peckers), will be classified as 'hard rock'</p> <b><u>Classification of excavated material</u></b> <p>User Note - The following are typical examples of descriptions of 'nature of ground'</p> <p>"Earth" shall mean all ground other than classified as "hard rock" or "soft "rock" and shall include made-up ground and any loose stones or pieces of concrete not exceeding 0.03m<sup>3</sup> in volume</p> <p>"Hard rock" shall mean granite, quartzitic sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives</p> <p>"Soft rock" shall mean hard material the removal thereof warrants the use of pneumatic tools and includes hard shale, ferricite, compact outcrop and material of similar hardness</p> <b><u>Filling</u></b> <p>Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc spread, levelled and where applicable compacted to Engineer's specified density. The pricing thereof shall include multiple handling.</p>				
Carried to Collection			R	
Section No. 2				
Bill No. 3				
Earthworks				

	Unit	Quantity	Rate	Amount
<b><u>SITE CLEARANCE</u></b>				
1				
Stripping average 150mm thick layer of top soil and and depositing material in prescribed stock piles on site	m <sup>2</sup>	206		
2				
Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m <sup>2</sup>	206		
<b><u>EXCAVATION ETC</u></b>				
<b><u>Excavation in earth not exceeding 2m deep</u></b>				
3				
Trenches	m <sup>3</sup>	20		
<b><u>Extra over trench and hole excavations in earth for excavation in</u></b>				
4				
Soft rock	m <sup>3</sup>	11		
5				
Hard rock	m <sup>3</sup>	8		
<b><u>Extra over all excavations for carting away</u></b>				
6				
Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m <sup>3</sup>	221		
<b><u>Risk of collapse of excavations</u></b>				
7				
Sides of trench and hole excavations not exceeding 1,5m deep	m <sup>2</sup>	27		
<b><u>Keeping excavations free of water</u></b>				
8				
Keeping excavations free of all water other than subterranean water	Item			
<b><u>FILLING ETC OTHER THAN BULK</u></b>				
<b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod ASHTOO density</u></b>				
9				
Backfilling to trenches, holes, etc	m <sup>3</sup>	85		
<b><u>Imported earth filling in G5 material supplied by the contractor, compacted to 95% Mod AASHTO density</u></b>				
10				
Under floors, steps, pavings, etc	m <sup>3</sup>	35		
11				
Under slabs etc	m <sup>3</sup>	8		
<b><u>Coarse river sand filling supplied by the contractor</u></b>				
12				
Under floors etc	m <sup>3</sup>	35		
Carried to Collection				R
Section No. 2				
Bill No. 3				
Earthworks				

[illegible]

**BILL NO. 3**  
**EARTHWORKS**  
**COLLECTION**

Amount

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Section No. 2  
Bill No. 3  
Earthworks

	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BUILDING WORKS</u></b></p> <p><b><u>BILL NO. 4</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>Cost of tests</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>The costs of making, storing and testing of concrete test cubes as required shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p> <p><b><u>Formwork</u></b></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as 'left in' or 'permanent'), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p><b><u>Smooth formwork to sides</u></b></p> <p>"Smooth formwork" shall mean imperfections such as small fins, bulges, irregularities, surface honeycombing and surface discolourations shall be made good and repaired by approved methods. The concrete shall be accurate to degree of accuracy II</p> <p>User Note - In order to accommodate the custom in some regions to give formwork to sides of beams, isolated beams, etc separately from formwork to the soffits thereof, the items in respect of formwork to beams, isolated beams, etc are given under the headings of 'Formwork to Sides', 'Formwork to Soffits' and 'Formwork to Sides and Soffits'</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p>				
Carried to Collection				R
Section No. 2				
Bill No. 4				
Concrete, Formwork And Reinforcement				

	Unit	Quantity	Rate	Amount
<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>25MPa/19mm concrete</u></b>				
1 Strip footings	m³	8		
2 Surface beds	m³	6		
3 Slabs	m³	1		
<b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III) (CPAP WORK GROUP NO. 111)</u></b>				
<b><u>Rough formwork to soffits</u></b>				
4 Slabs	m²	11		
<b><u>TEST CUBES</u></b>				
<b><u>Test cubes</u></b>				
5 Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	5		
<b><u>CONCRETE SUNDRIES</u></b>				
<b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>				
6 Surface beds, slabs, etc	m²	57		
<b><u>MOVEMENT JOINTS ETC</u></b>				
<b><u>Expansion joints with 10mm bitumen impregnated softboard between vertical concrete and brick surfaces</u></b>				
7 Not exceeding 300mm high to edges of surface beds	m	57		
<b><u>REINFORCEMENT (PROVISIONAL)</u></b>				
<b><u>Fabric reinforcement</u></b>				
8 Ref 193 fabric reinforcement in concrete surface beds etc	m²	57		
Carried to Collection			R	
Section No. 2				
Bill No. 4				
Concrete, Formwork And Reinforcement				

Amount

**BILL NO. 4**

## CONCRETE, FORMWORK AND REINFORCEMENT

**COLLECTION**

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Section No. 2

**Bill No. 4**

## Concrete, Formwork And Reinforcement

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		Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>					
<b><u>BUILDING WORKS</u></b>					
<b><u>BILL NO. 5</u></b>					
<b><u>MASONRY</u></b>					
<b><u>BRICKWORK</u></b>					
<b><u>Sizes in descriptions</u></b>					
Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick					
<b><u>Face bricks</u></b>					
Bricks shall be ordered timeously to obtain uniformity in size and colour					
<b><u>Pointing</u></b>					
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc which ever is directed by the Architect					
<b><u>Bond</u></b>					
Brick walls shall be built in class II mortar laid in stretcher bond unless otherwise stated by the Architect and in edges and lintels where the Architect may recommend header course; soldier course, etc.					
<b><u>BRICKWORK IN FOUNDATIONS (PROVISIONAL)</u></b>					
<b><u>Brickwork of 7 MPa nominal compressive strength in class II mortar</u></b>					
1	220 mm brick walls	m <sup>2</sup>	48		
<b><u>BRICKWORK IN SUPERSTRUCTURE</u></b>					
<b><u>Brickwork of 7 MPa nominal compressive strength in class II mortar</u></b>					
2	220mm brick walls	m <sup>2</sup>	199		
<b><u>BRICKWORK SUNDRIES</u></b>					
<b><u>Sundries</u></b>					
<b><u>2.5mm galvanised brick reinforcement</u></b>					
3	150mm Wide galvanised built in horizontally	m	106		
4	Butterfly wire ties fixed to brickwork	No	84		
<b><u>Bagging of 1:3 cement and sand mixture</u></b>					
5	On brick walls, piers, etc	m <sup>2</sup>	93		
Carried to Collection				R	
Section No. 2					
Bill No. 5					
Masonry					

		Unit	Quantity	Rate	Amount
	<b><u>Prestressed fabricated concrete lintels including necessary temporary supports</u></b>				
6	110 x 75mm Lintels in lengths not exceeding 3m	m	5		
7	110 x 75mm Lintels in lengths exceeding 4,5m and not exceeding 6m	m	6		
8	200mm Wide turning pieces	m	6		
	<b><u>Galvanised hoop iron cramps, ties, etc</u></b>				
9	30 x 1,6mm Roof tie 1,5m long with one end built into brickwork and other end fixed to timber	No	70		
	<b><u>Air bricks etc</u></b>				
10	233 x 175mm Foam plastic air vent	No	2		
	<b><u>PAVING ETC</u></b>				
	<b><u>Natural stone paving on concrete, bedded and jointed in cement mortar and pointed with hollowed joints</u></b>				
11	Natural stone paving in 90mm thick mortar bed	m <sup>2</sup>	189		
Carried to Collection					
Section No. 2					
Bill No. 5					
Masonry					
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**BILL NO. 5**  
**MASONRY**  
**COLLECTION**

Amount

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Section No. 2  
Bill No. 5  
Masonry

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	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 6</u></b>				
<b><u>WATERPROOFING</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>Waterproofing</u></b>				
Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
All joints in damp-proof course to walls shall be lapped a minimum of 150mm except at junctions and corners where the lap shall equal the full thickness of the wall				
<b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>				
<b><u>One layer 375 micron embossed polyethylene damp-proof course</u></b>				
1	In walls	m <sup>2</sup>	113	
<b><u>One layer 250 micron green polyethylene waterproof sheeting sealed at laps with PVC self-adhesive tape including turn ups</u></b>				
2	Under surface beds	m <sup>2</sup>	247	
Carried To Section Summary			R	
Section No. 2				
Bill No. 6				
Waterproofing				

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b> <b><u>BUILDING WORKS</u></b> <b><u>BILL NO. 7</u></b> <b><u>ROOF COVERINGS</u></b> <b><u>THATCH (CPAP WORK GROUP NO. 122)</u></b> <u>150mm Thick thatch of hand cut grass in lengths varying from 760 to 1020mm laid in bundles of suitable size, compacted to a minimum density of 30kg/m<sup>3</sup>/150 mm thickness and fixed by means of suitable fixing rods interlaced through and over the bundles at not exceeding 600mm centres and secured with tarred twine to and including battens, varying in diameter from 20 to 40mm, spaced at maximum 300mm centres generally and at closer centres nearer to eaves, including a fire-retardant interlay of multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 272g/m<sup>2</sup> and a Class I fire rating in accordance with SANS 0177-3</u>				
1	Covering to general roof slopes	m <sup>2</sup>	64	
2	Prefabricated continuous glass fibre ridge cappings over thatch roof covering of not less than 1,5mm thick material 1300mm girth and in suitable lengths, securely fixed to thatch with 75mm wide lapped and sealed heading joints, including grass filling under	m	8	
<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b> User Note - Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium <u>0.6mm thick IBR Z450 fixed sheeting on SA pine 38 x 50mm purlins at 1000 c/c. All fasteners and fixing mechanisms to be in accordance with manufacturer's specification</u>				
3	0.6mm Z450 galvanised IBR steel sheets fixed to timber purlins	m <sup>2</sup>	86	
Carried To Section Summary			R	
Section No. 2				
Bill No. 7				
Roof Coverings				

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 8</u></b>				
<b><u>CARPENTRY AND JOINERY</u></b>				
<b><u>CARPENTRY AND JOINERY</u></b>				
Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere The design manufacture and transportation of roof				
trusses and all roof members shall be under control of a professionally registered Structural Engineer in accordance to SANS, who shall, after erection provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance to this specification. The fees of the Structural Engineer are deemed to be included in the price of the timber roof structure.				
Fully detailed shop drawings of all trusses, purlins bracing indicating sizes, etc shall be submitted to the Principal Agent for approval prior to fabrication				
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.				
<b><u>Joinery</u></b>				
Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
Carried to Collection			R	
Section No. 2				
Bill No. 8				
Carpentry And Joinery				

	Unit	Quantity	Rate	Amount
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>DOORS</u></b>				
<b><u>Solid panel door with concealed hardwood edging and finished with hardboard both sides</u></b>				
1 Solid panel double doors size 2000 x 2032mm with concealed hardwood edging and finished with hardboard both sides	No	1		
2 Solid flush panel single doors size 813 X 2032 with concealed hardwood edging and finished with hardboard both sides	No	2		
<b><u>Treated timber poles</u></b>				
3 100mm diameter treated timber poles planted on ground and fixed with concrete and tied to each other with strap wires to boundary wall	No	200		
<b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
Roof covering is flat roof on purlins				
<b><u>Sawn softwood</u></b>				
4 38 x 114mm Wall plates	m	28		
5 50 x 76mm Purlins placed at 1000 c/c under IBR roof covering	m	60		
<b><u>EAVES, VERGES, ETC</u></b>				
<b><u>Wrought meranti</u></b>				
6 19mm Quadrant	m	28		
7 32 x 228mm Fascias boards	m	28		
<b><u>SKIRTINGS</u></b>				
<b><u>Wooden skirting</u></b>				
8 19 x 76mm Skirtings, plugged	m	28		
<b><u>FITTINGS: CUPBOARDS TO KITCHENS, BEDROOMS, ETC</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
General				
Carried to Collection			R	
Section No. 2				
Bill No. 8				
Carpentry And Joinery				

	Unit	Quantity	Rate	Amount
<p>The following cupboard fittings are given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc</p> <p>Prices are to include for all necessary filler pieces against walls etc</p> <p><b><u>Kitchen white melamine cupboards with soft close 35mm cup iron hydraulic door hinges, cabinet pull handles for doors and drawers including 4 No drawer slides</u></b></p>				
9	Floor cupboard U-shaped type 4900 x 900mm, 2000 x 900mm high and 2500 x 900mm high including sink cupboard all with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and 4 No. of drawers (sink elsewhere measured)	No	1	
Carried to Collection				R
Section No. 2				
Bill No. 8				
Carpentry And Joinery				



Amount

**BILL NO. 8**

## CARPENTRY AND JOINERY

**COLLECTION**

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**R**

Section No. 2

**Bill No. 8**

## Carpentry And Joinery

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	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 9</u></b>				
<b><u>CEILINGS PARTITIONS AND ACCESS FLOORING</u></b>				
<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>				
<b><u>Ceilings</u></b>				
<b><u>NAILED-UP CEILINGS</u></b>				
Unless otherwise described ceilings shall be deemed to be horizontal				
6mm Rhinoboard plain ceiling boards fixed to treated 38 x 50mm SA pine treated timber battens at 400mm centres using 32x 2.5mm serrated ceiling nails at 150mm centres with with 6 x 50mm cover strips with all joints covered with 50 x 8mm thick Meranti hardwood cover strips				
<b>SUPPLEMENTARY PREAMBLES</b>				
Openings				
Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc				
1	Ceilings laid horizontal	m <sup>2</sup>	46	
2	Gypsum plaster board cornices	m	28	
Carried To Section Summary				R
Section No. 2				
Bill No. 9				
Ceilings Partitions And Access Flooring				

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 10</u></b>				
<b><u>METALWORK</u></b>				
<b><u>GALVANISED STEEL GATES, SCREENS, ETC</u></b>				
<b><u>Hot dipped Galvanised Steel Gates:</u></b>				
1	Security gate size 900 x 2434mm high formed of 20 x 20 x 2mm thick hollow square section for fixed frame with transom welded to sides 339mm below top section, and 20 x 12mm thick galvanised steel flats welded vertically between top section and transom at 90mm centres as per detail, and 2No 50 x 6mm galvanised steel angle iron brackets with 10mm pre-drilled holes for padlock one bracket fixed to gate and the other fixed to frame with galvanised steel lugs built into brick work, the frame fixed to walls with 3No galvanised M12 anchor bolts drilled through steel frame including gate to fit 840mm opening formed of 20 x 20 x 2mm thick galvanised hollow square sections with two intermediate sections welded to sides 168mm apart at centre, and 20 x 12mm thick galvanised steel flats welded vertically to inside frame at 90mm centres as per detail, including 110 x 150 x 2mm thick galvanised steel plate welded to frame as per detail, gate suspended and welded to frame by approved galvanised hinges	No	1	
<b><u>PRESSED STEEL DOOR FRAMES</u></b>				
<b><u>Standard galvanised 1,6mm tick frame with 30 x 48mm deep rebates fixed to brickwork with ten suitable lugs supplied with 1.5 pair of brass butt hinges</u></b>				
2	Frame for door 813 x 2032mm high	No	1	
3	Frame for double door 2000 x 2032mm high	No	4	
<b><u>GALVANISED PRESSED STEEL GARAGE DOORS</u></b>				
<b><u>2550 x 2100mm roll-up steel single roller shutter garage door fixed to brickwork</u></b>				
4	Roller shutter door for 2550 x 2100mm high opening	No	1	
Carried To Section Summary			R	
Section No. 2				
Bill No. 10				
Metalwork				

		Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>					
<b><u>BUILDING WORKS</u></b>					
<b><u>BILL NO. 11</u></b>					
<b><u>PLASTERING</u></b>					
<b><u>SCREEDS</u></b>					
<b><u>Screeds wood floated, on concrete</u></b>					
1	On floors	m <sup>2</sup>	56		
<b><u>EXTERNAL PLASTER</u></b>					
<b><u>1:3 Cement plaster steel floated on external brickwork</u></b>					
2	On walls	m <sup>2</sup>	78		
3	On narrow widths	m <sup>2</sup>	12		
<b><u>INTERNAL PLASTER</u></b>					
<b><u>1:3 Cement plaster steel floated on brickwork</u></b>					
4	On walls	m <sup>2</sup>	186		
5	On narrow widths	m <sup>2</sup>	12		
Carried To Section Summary				R	
Section No. 2					
Bill No. 11					
Plastering					

		Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>					
<b><u>BUILDING WORKS</u></b>					
<b><u>BILL NO. 12</u></b>					
<b><u>TILING</u></b>					
<b><u>WALL TILING</u></b>					
<b><u>350 x 350mm x 6.2mm White glazed "A" grade tiles fixed with TAL tile adhesive and pointed with white waterproof grout</u></b>					
1	On walls	m <sup>2</sup>	1		
2	On narrow widths	m <sup>2</sup>	4		
<b><u>FLOOR TILING</u></b>					
<b><u>350 x 350mm thick matt finish Ceramic tiles fixed with TAL tile adhesive to screed and pointed with TAL light brown waterproof grout</u></b>					
3	On floors and landings	m <sup>2</sup>	46		
<b><u>SUNDRIES</u></b>					
<b><u>38mm aluminium grey transition cover code: ACT380 M-Trim cover fitted into base</u></b>					
4	On doors	m	10		
<b><u>3mm grey aluminium straight edge trim</u></b>					
5	On tile edges	m	40		
Carried To Section Summary				R	
Section No. 2					
Bill No. 12					
Tiling					

	Unit	Quantity	Rate	Amount
<b><u>SECTION NO. 2</u></b>				
<b><u>BUILDING WORKS</u></b>				
<b><u>BILL NO. 13</u></b>				
<b><u>PAINTWORK</u></b>				
<b><u>PAINT SPECIFICATIONS</u></b>				
<b><u>Painting, etc.</u></b>				
All painting shall be done in accordance with specifications unless otherwise described				
Timber surfaces shall be prepared by sanding surfaces smooth to acceptance by the Architect				
Plaster walls will be clean, free of contaminants, dry with 5% moisture content before paint application. Paint will be thinned by 20% Polycell Mineral Turpentine (code AXH 1) and allowed to dry for 24 and 72 hours between coats.				
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>				
<b><u>One coat approved undercoat and two coats approved eggshell white enamel paint</u></b>				
1 On walls	m <sup>2</sup>	98		
<b><u>ON PLASTERBOARD SURFACES</u></b>				
<b><u>One coat approved undercoat and two coats approved eggshell white enamel paint</u></b>				
<b><u>ON RHINO BOARD SURFACES</u></b>				
<b><u>One coat universal under coat and two coats professional eggshell</u></b>				
2 Ceilings	m <sup>2</sup>	46		
3 Fascia boards	m	45		
4 Soffit board	m	45		
5 Gypsum coved cornice	m	28		
<b><u>ON METAL SURFACES</u></b>				
<b><u>One coat zinc chromate primer and two coats of gloss enamel paint colour as per (DWG:2107-A-8300)</u></b>				
6 On door frames	m <sup>2</sup>	4		
7 On internal side of door frames	m <sup>2</sup>	1		
Carried to Collection			R	
Section No. 2				
Bill No. 13				
Paintwork				

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**BILL NO. 13**  
**PAINTWORK**  
**COLLECTION**

Amount

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Section No. 2  
Bill No. 13  
Paintwork



Amount

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Section No. 2  
SECTION SUMMARY

R

**SECTION NO. 5**  
**PROVISIONAL SUMS**

Amount

**SECTION NO. 5****PROVISIONAL SUMS****PROVISIONAL SUMS****User note**

Refer hereunder to 'nominated subcontractors' or 'selected subcontractors' or both as the case may be and in accordance with the relevant building agreement (building contract)

Where 'attendance' is defined in the relevant subcontract agreement/subcontract, the user is to refer thereto and is to ensure that the designations therein are used. Where 'attendance' is not defined in the relevant subcontract agreement/subcontract, the user is to provide a detailed description of the 'attendance' required from the contractor

**General attendance on nominated/selected subcontractors**

User note -

Use the following descriptions where the JBCC N/S Subcontract Agreement is applicable

The item 'attendance' which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement

1	Allow for supply and installation of swimming pool for an amount of R150 000-00 (Two hundred Thousand Rands)	Prov Sum	
2	Profit	Prov Sum	
3	Attendance	Prov Sum	
4	Allow for supply and installation of Landscaping for an amount of R10 000-00 (Ten Thousand Rands)	Prov Sum	
5	Profit	Prov Sum	
6	Attendance	Prov Sum	

Carried to Final Summary

R

Section No. 5  
Bill No. 1  
Provisional Sums

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	ADD: CONTINGENCIES		
	Allow the 10% Contingency Amount		0 00
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender	R	
	FINAL SUMMARY		

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## 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: 07/FY/23**

**CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.**

## **2. PART C3: SCOPE OF THE WORKS**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## C.3 SCOPE OF WORK

CONSTRUCTION OF A SWIMMING POOL, KITCHEN AND REFURBISHMENT OF A PICNIC SITE AND ABLUTION FACILITY AT TSOLWANA/COMMANDO DRIFT NATURE RESERVE.

### C.3.1 PROJECT SPECIFICATIONS

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objectives is to Refurbish the picnic site and construct a swimming pool at Tsolwana Nature Reserve.

- Refurbish the picnic site
- Demolition of old and Construction of new kitchen
- Swimming Pool
- Installation of timber pole Perimeter Fence
- Refurbishment of ablution facilities

##### 1.2 Overview of the works

The work comprise of picnic site, ablution facilities and swimming pool at Tsolwana Nature Reserve.

#### 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 kitchen with site works.
- Refurbishment of ablution facilities
- Refurbish timber boundary wall around the site
- Swimming pool
- Site de-establishment and cleaning up.

##### 1.3 Location of the works

The proposed site is located at the following co-ordinated reference points:

NAME	CO-ORDINATES	
Tsolwana Nature Reserve	Latitude - 32° 8'47.95"S	Longitude - 26°26'40.05"E

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **1.4 Temporary works (Decanting)**

Not applicable

#### **1.5 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 referencing 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 JBCC Principal Building Agreement 6.2 Edition May 2018 / CIDB Standard subcontract (labor only) / JBCC Nominated / Selected Subcontract Agreement

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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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**

*CIDB Certificate*

#### **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:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
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 Ntsimini Developments working under Nolwandle Quantity Surveyors, Mr Jongikhaya Mzomba
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) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m<sup>2</sup> 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 10 seater)</p> <p>2) The following facilities will be supplied to the employers representatives:</p> <ul style="list-style-type: none"> <li>- 15 Hardhats for employers representatives visiting the site</li> <li>- 15 Safety (High visibility) jackets for employer representatives visiting the site</li> </ul>
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



<b>Additional clauses</b>	
<p><b>1 Site meetings and procedures</b></p> <p>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.</p> <p>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.</p>	

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	B	C
	Contractor responsibility	Employer responsibility	
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

<b>SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.</b>	
<b>Clause</b>	<b>Specification Data</b>
<b>Essential Data:</b>	
5.1	The depth of trenches which are to be excavated by hand is 1,2 metres.
<b>Additional clauses:</b>	
1	<p><b>Stone pitching and rubble concrete masonry</b></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>
2	<p><b>Manufactured Elements</b></p> <p>Elements manufactured or designed by the Contractor, precast concrete planks and pipes, masonry units 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>
<b>SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.</b>	
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: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a>.</p>
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.)
<b>Additional clauses</b>	
	The duration of each workshop is not to be less than 2½ hours.

## 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 Unauthorized 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 15<sup>th</sup> of each month to be assessed for payments. The payment certificate will be issued no later than the 25<sup>th</sup> 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.

<u>PARTICULAR SPECIFICATION</u>		<u>PAGE NO.</u>
POHS :	HEALTH AND SAFETY SPECIFICATIONS	C3.12-C3.49

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## HEALTH AND SAFETY SPECIFICATIONS

**THE CLIENT'S  
OCCUPATIONAL HEALTH AND SAFETY**

**SITE SPECIFIC SAFETY SPECIFICATION  
FOR  
TSOLWANA GAME RESERVE**

**MANAGED ON BEHALF OF  
ECPTA**

**BID NO:** \_\_\_\_\_

**Closing Date:** \_\_\_\_\_

**A Tender for Category **CIDB 3GB ONLY**** \_\_\_\_\_

**Name of Tenderer :** \_\_\_\_\_



**OHS AGENT: SHE-SHAY  
SOLUTIONS**

**Tel: 081 324 517**

**E-mail: tessa@sheshay.com**

**Contact Person: Tessa**

**Jacobus**

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## 1. INTRODUCTION

In terms of the Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, No.85 of 1993 and Construction Regulation 2014, Eastern Cap Parks & Tourism Agency, as the Client and/ or its Agent on its behalf, shall be required to compile a Health & Safety Baseline Specification for any intended project and provide such specification to any prospective contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

## 2. The Purpose of Construction Health and Safety Specification

This Health and Safety Specifications document is governed by the Occupational Health and Safety Act, 1993, ( Act No. 85 of 1993), hereinafter referred to as " The Act. Furthermore, although the definition of Health and Safety Specifications, stipulated a documented specification, of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of person, it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act, be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

### 2.1.Implementation of the Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health and safety plan. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

The Health and Safety Specifications does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser important or are not applicable.

The Principal Contractor is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, the full Construction Regulations and the implementation thereof.

The client is committed to ensuring that the highest standards of health and safety prevail and this Construction Health and Safety Specifications may contain standards which are more onerous than the statutory standards. The Construction Regulation of 2014, requires a client to stop any contractor from executing construction which is not in accordance with the approved Principle Contractor's Health and safety plan for the site or works that poses a threat to the health and safety of persons. This Health & Safety Specification may be supplemented during the project with further specific Construction Health & Safety Specifications which will be annexures of the specification contract agreement that deal with health & safety issues as these arise.

The client has appointed an OHS Agent who will (inter alia) be responsible for the approval of all Principal Contractors' H&S Plan and will be assessing the Principal Contractors' OHS plan, implementation thereof, and for suitable system and tools in place to commence construction, and more-so Site Establishment. The OHS Agent will do monthly assessments to ensure the Principle Contractor maintain the documentation associated with the Construction Health and Safety Specifications.

This Construction Health and Safety Specifications forms an integral part of the Contract, and Principal Contractors are required to make it a fundamental part of their contracts with subcontractors and suppliers.

The Principal Contractor shall ensure that the H&S plan contains sufficient evidence of:

- a) Adequate provision for the cost of health and safety measures.
- b) The principal contractor's access to and intention to appoint persons with the necessary competencies to carry out the construction work safely.
- c) The principal contractor's access to the necessary resources to carry out the construction work safely and without risk to the health of the workers.
- d) The principal contractors' planning of construction activities within the special requirements emanating from workers, traffic- and time constraints, SMME's and local labour.

The Contractor shall confirm in writing that he has familiarised himself with the content of the Construction Health and Safety Specification and that he will comply with all obligations in respect thereof (see annexure G)

Each contractor and sub-contractor shall confirm in writing that he has familiarised himself with the content of the Construction Health and Safety Specification and that he will comply with all obligations in respect thereof.

### 2.2. Health and Safety Specifications Statutory Compliance

This document is a legal compliance document drawn up in terms of the OHS Act and are therefore binding. The approval of any document required by this Health and safety Specification, such as hazard identification and risk assessment, or any other form of communication from the Client or its representatives, shall be construed as acceptance by the Client of any obligation that absolves the Principle Contractor from achieving the required level of performance and compliance with legal requirements. All Contractors entering into a Contract shall, as a minimum, comply with the;

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up to-date copy of the OHS Act and Construction Regulations must be available on site at all times.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract.
- All Contractors shall comply with the "Integration Labour Law " and regulations
- All relevant Municipal bylaws and National Building Regulations
- The Immigrations Act 2002 as amended and shall further ensure that no illegal persons are employed on the construction site.
- All Contractors shall comply with the National Environmental Management Act (Act 107 of 1998).
- Traffic accommodation as stated by the South African Road Traffic Signs Manual (SARTSM), Volume 2, Chapter 13,
- Protection of Personal Information Act, 2013 (POPI) amended 01 July 2020.
- Disaster Management Act, 2002 Regulations Issued In Terms Of Section 27(2) Of The Disaster Management Act, 2002 see Government Gazette No. 43257 dated 29 April 2020 For Covid-19 Occupational Health And Safety Measures In Workplaces Covid-19 (C19 OHS), 2020

## 2.3. Confidentiality Agreement

Information obtained from the contractor in the course of the duration of this project will be treated as confidential. It will not be used for any purpose other than those associated with on this project, and shall further be scrutinized as such.

## 2.4. Definitions

- **Act:** means the OH&S Act (85 /1993)
- **Accident/Incident:** A Sudden, uncontrollable, unplanned, undesirable occurrence which disrupts the normal functioning of persons and causes, or has a potential to produce or cause unintended injury, death, property damage or business interruption.
- **Client:** means any person for whom construction work is being performed
- **"building"** includes -
  - any structure attached to the soil;
  - any building or such structure or part thereof which is in the process of being erected; or
  - any prefabricated building or structure not attached to the soil;
- **"Chief executive officer"**, in relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise;
- **"danger"** means anything which may cause injury or damage to persons or property;
- **"employer"** means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956);
- **"hazard"** means a source of or exposure to danger;
- **"health and safety equipment"** means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person;
- **Hazard:** The inherent potential of an activity, substance or situation to cause injury or damage to people's health, or result in loss of property.
- **Health & Safety Specification:** a documented specification of all health & safety requirements pertaining to the associated works on a specific construction site, so as to ensure the health & safety of persons
- **Health & Safety File:** a file or other record in permanent form containing the information as contemplated in the regulations and health and safety specifications.

- **Health & Safety Plan:** a documented plan that addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- **"incident"** means an incident as contemplated in section 24 (1);
- **"mandatory"** includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user;
- **"occupational health practitioner"** means an occupational medicine practitioner or a person who holds a qualification in occupational health recognised by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1987 (Act No. 50 of 1978);
- **"risk"** means the probability that injury or damage will occur. The combination of the likelihood of a hazardous event and the severity of the injury or damage that the event causes to the health of people or property **Safe Working Procedure:** Work activities highlighted in the risk assessments as "High Risk" will require safe work procedures (SWP) **"safe"** means free from any hazard;
- **"certificate of competency" or "certificate"** means certificate of competency as a mechanical or an electrical engineer, as the case may be, issued in terms of regulation 2 (1);
- **"agent"** means a competent person who acts as a representative for the client;
- **"client"** means any person for whom construction work is performed;
- **"competent person"** means a person who—has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;
- **"Contractor"** means an employer who performs construction work;
- **"fall prevention equipment"** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
- **"fall arrest equipment"** means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.;
- **"Fall protection plan"** means a documented plan, which includes and provides for-
  - all risks relating to working from a fall risk position, considering the nature of work undertaken;
  - the procedures and methods to be applied in order to eliminate the risk of falling; and
  - a rescue plan and procedures;
- **"hazard identification"** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;
- **"health and safety file"** means a file, or other record containing the information in writing required by these Regulations;
- **"health and safety plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;
- **"health and safety specification"** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;
- **"medical certificate of fitness"** means a certificate contemplated in regulation 7(1)(8);
- **Occupational safety:** A condition or state of being resulting from the medication of human behavior, and/or designing of the physical environment to reduce the possibility of hazards, thereby reducing accidents.
- **"personal information"** means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013
- **"principal contractor"** " means an employer appointed by the client to perform construction work;
- **"risk assessment"** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- **"structure"** means—
  - any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
  - any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
  - any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

## Abbreviations:

CV	Construction Vehicle
EMS	Emergency Medical Services
FPP	Fall Protection Plan
HSF	Health & Safety File
HSS	Health & Safety Specification
MP	Mobile Plant

<b>MSD</b>	Material Safety Data Sheet
<b>OH&amp;S</b>	Occupational Health & Safety
<b>OSHACT</b>	Occupational Health and Safety Act 85 of 1993
<b>PC</b>	Principle Contractor
<b>PPE</b>	Personal Protective Equipment
<b>SABS</b>	South Africa Bureau of Standards
<b>SWP</b>	Standard Working Procedures

---

## 3. Scope of Work

### 3.1. Scope of Work

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

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

Eastern Cape Parks & Tourism through the DEDEAT- Economic Stimulus Fund will do construction works as follow:

The Scope of Works are as follows:

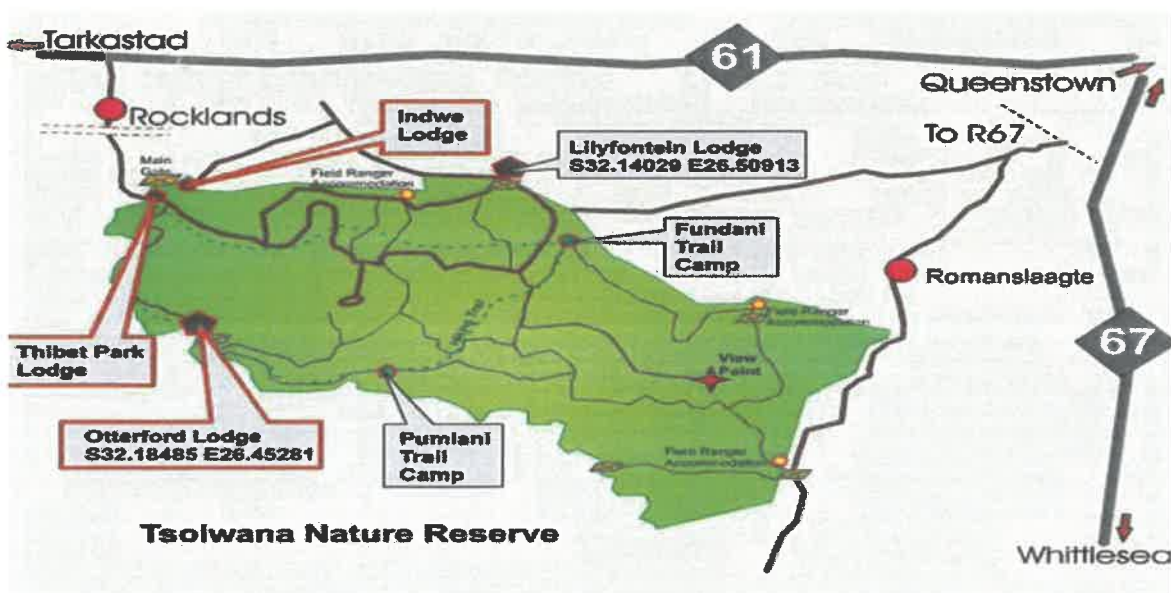
- Building Works Day Visitors Centre
- New Ablution Facilities
- Roof Work
- Electrical Works
- Civil Works
- Asbestos Removal
- Mechanical Works
- Swimming Pool
- Paving
- Demolition old kitchen
- Fencing

Scope of Works	Potential Hazards of Scope
Establishment of Site	Site Entrance, Fencing, Security, housekeeping, vehicle and equipment movement and off loading
Electrical Works	High Mask Working At heights Installation of DB Board Installation of new light fittings
Bulk Excavation	Excavation, Plant, Equipment, Operators, Underground cables and pipes
Installation of new sanitation and water pipes and repair of septic tank	Manual Labour Ergonomics Diseases Open trenches
New Building Works	Brick works, Excavation, Working at heights, Concrete works, plastering,
Install new Roof Sheets	Working at Heights Ergonomics Cuts from Roof sheets Fall and trips Ladder work Weather Conditions Life line (stability) Scaffolding
Paving	Dust, Ergonomics, Manual Labour, Cutting of paving blocks
Installation of Steel Security Bars	Welding Cutting Galvanized. Steelwork
Concrete Works	Hazardous Chemicals Dust Ergonomics Spillage of Concrete Flow of Concrete works waste

	Eye injuries
Mechanical Works	Pool Pump Installation Cable Installations
Road Works	Heavy Duty Plant Dust Traffic Control
Swimming Pool	Bulk Excavation Concrete works Tiling Grouting Water pipe works Ergonomics

### 3.2. Project Location

Tsolwana Nature Reserve is situated in Morgans Bay, Eastern Cape. The Erf is Farm No. 346 Thibet Park, 60 km from Tarkastad.



## 4. CONTRACTORS AND SUB-CONTRACTORS

### 4.1. Principle Contractor and Contractors' Requirements Construction Regulations 7

Eastern Cap Parks & Tourism Agency must ensure that all Contractors appointed by them comply with these Specifications as well as the OHS Act, Construction Regulations (July 2014), and other relevant legislation that may relate to the activities directly or indirectly. The Principle Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was The Principal Contractor.

Eastern Cap Parks & Tourism Agency, may only allow a Contractor to begin work on site after approving The Principal Building Contractor's health & safety plan in writing required by the Construction Regulation 7, the Principle Contractor shall keep and maintain a Site Health and Safety file where all relevant health and safety records will be kept, including site specific OHS plan, COVID-9 plan and the risk assessments conducted by the PC. Evidence of monitoring the Contractors OHS system must be kept on file. The Principle Contractor must audit each of its contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the site Activities.

Under the Construction Regulations [7(1)(a)], Principle Contractor is required to develop the Health and Safety Plan, due to new Disaster Management Declaration the OHS plan will include COVID-19 safe work procedures for each site before work commences on site and to keep it up to date throughout the Construction Phase.

The Principal Contractor shall ensure compliance to the Act and its Regulations, and document each record in the Health and Safety File. The Principle Contractor (CR 7 (1)(vi)) must take reasonable steps to ensure that each contractor's health and safety plan contemplated in CR sub-regulation (2)(a) is implemented and maintained on the construction site;

CR 7(1) (viii) stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons

\*See requirement of a health and safety file but not limited to (Annexure B)

The Following will be adhere to:

- Principle Agent shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations; There for a mandatory agreement as per section 37(2) will be compiled and signed before any contractor commence work on site.
- Principle Contractor shall take all reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the CLIENT and contractors, but at least once every month;
- Principle Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors to allow them to execute the work safely;
- Principle Contractor must ensure that every contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;
- Principle Agent must ensure that potential contractors submitting tenders have made provision for the cost of health and safety as well as COVID-19 measures during the construction process;
- Principle Contractor shall discuss and negotiate with Principle Contractor the contents of the health and safety plan (OHS Plan must include COVID-19 Procedures) and shall finally approve that plan for implementation;
- The Principal Contractors shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- Eastern Cap Parks & Tourism Agency, shall only appoint a contractor to perform construction work unless the CLIENT is reasonably satisfied that Principle Contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- The Construction Regulations 7 (c)(ii) states that the Principal Contractor ensure that potential contractors submitting tenders have made sufficient provision for health and safety, as well as COVID-19 measures during the construction process.
- Construction Regulations 7 (c)(iii) states that Principal Contractor ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

The Contractors must therefore submit the following documentation for perusal and verification by the Client,

- Management Structure as envisaged at tender (organogram);
- Current Letter of Good Standing
- Proof of management training on the Occupational Health & Safety Act and other related training;
- Competency Profile of company. ( Construction Manager, OHS Officer, First Aider, etc)

## 4.2. Costs for OHS- Compliance

All parties bidding to work on this construction project must ensure that they have made provision for the cost of complying with these specifications as well as with the OHS-Act 1993 and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money. That implies that sufficient time must be allowed for the implementation of the minimum OHS standards as well as the Disaster Management Act (implementation of COVID-19 procedures). No additional claims will be entertained at a later stage if a compliance requirement was prescribed in the OHS Act, 1993 and incorporated regulations as well as the Disaster Management Act in terms of Regulations 4(10) Gazette 43400 or this specifications document.

## 5. MINIMUM ADMINISTRATIVE REQUIREMENTS

### 5.1. Permit or Notification of Construction Work

#### 5.1.1. Notification of Construction Work

The principle contractor shall notify the local relevant Provincial Director of the Department of Labour, before commencing with construction work of the intended work in the form of Annexure 2 of the Construction Regulations of 2014.

A Copy of the Completed Annexure 2 of the Construction Regulations, as well as proof of notification shall be included on the Health and Safety File.

A Copy of the Completed Annexure 2 is to be kept on site by the Principle Contractor.

### 5.2. Occupational Health and Safety Policy

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation's Health and Safety Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the Health and Safety objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the Health and Safety plan and communicated to all worker. The Health and Safety policy will be displayed on site.

### 5.3. Legal Appointments on Site

#### 5.3.1. Competency for Contractor's Appointed Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included in the health and safety plan. Definition of "competent person" (expressed by Construction Regulations, 2014:)

“means a person who-

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

All Legal appointments will be signed with commencing date and end date of appointment, all appointments will be on file and stored on site. See **Annexure A** of this document for a guideline on Appointments needed, the list is only an example. Appointments must be updated when applicable.

## **5.4. Health and Safety Organogram**

Principle Contractor and all contractors must prepare an organogram, outlining the site health & safety management structure and appointed competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are changes in the Site Management Structure, and dated accordingly. Organogram is to be displayed on site notice board.

## **5.5. Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

Principle Contractor and Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to CLIENT before they begin work on site. A copy should also be available on site.

## **5.6. Medicals**

All employees that will work on the project must be declared fit to do the work. The Medical certificate as prescribed in the New Construction Regulations (2014) must be done through an Occupational Health Practitioner. Proof of the Medical surveillance certificates (Annexure 3 from Construction Regulation 2014) must be available in the Health and Safety File. Failing to submit the medical on the prescribed form, will result in work not to commence / or be temporarily suspended.

Any other activities that require medicals will be sewer works and working at heights, ensuring that medicals will be for all employees according to the task they perform.

## **5.7. Mandatory Agreement 37.2**

The OHS Act of 1993 states in section 37. ACTS OR OMISSIONS BY EMPLOYEES OR MANDATARIES (2) The provisions of subsection (1) shall mutatis mutandis apply in the case of a mandatory of any employer or user except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

Section 37(2), on the other hand, deals with the conduct of contractors, and states that the above provisions of section 37(1) will apply unless the parties agree in writing to the arrangements between them with respect to compliance by the contractor, to the OHS Act. As per the OHS Act, this arrangement is known as the 37.2 Agreement. The purpose of the 37.2 Agreement is:

- to confirm that the contractor will be regarded as an employer in their own right;
- stipulate the obligations of the contractor in terms of the OHS Act and applicable Regulations;
- that the contractor must comply with all of the on-site health and safety rules.

Section 37 (3)

(3) Whenever any employer or mandatory of any employer or user does or omits to do an act which it would be an offence in terms of this Act for the employer or any such user to do or omit to do, he shall be liable to be convicted and sentenced in respect thereof as if he were the employer or user.

## **5.8. POPI Act Compliance**

As per the POPI Act the company must appoint a person that will be the responsible person for all personal information gathered by the organization. The PC must have policy, procedures, training and a control plan in place in-line with the POPI Act. Evaluate all data being processed in your organisation – this starts with, whereby individuals complete the COVID Register (don't forget all the different areas of information being gathered, how this is captured (by whom, how, when), how is this stored? Now, ensure that all your policies and procedures are in place, staff are well aware of consequences in NOT complying – start implementation immediately. The PC must monitor, Review and update all employees' information and store it save with limited access. No personal information must be given to other people without the consent of the employee itself.

## **5.9. Preliminary Hazard Identification and Risk Assessments**

Every Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the Health and Safety Plan and be implemented and maintained as contemplated in the Construction Regulations 9(1).

The Risk Assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A documented review plan Based on the Risk Assessments.
- Principle Contractor must develop a Site Specific OHS rules that will be applied to regulate the Health and Safety aspects of the Construction Works
- Hazard identification will be done daily by completing a daily site task instruction (DSTI) and updated to the HIRA INDEX risk assessment to note what has been assessed.

The client's baseline risk assessment provided with this specification aims to provide the framework within which the risk must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risk which may be inherent to the project based on its current



scope of works. (CR 5.1). The baseline risk assessment included in the specifications is a guideline in conducting the construction site specific risk assessment. Reference from CR.9

\*See Annexure E for Baseline Risk assessment.

## 5.10. Record Keeping

Principle Contractor and all Contractor must keep and maintain Health and Safety records to demonstrate compliance with these Specifications, with the OHS Act 85/1993, and with the Construction Regulations (February 2014). The Client must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The P.C. must ensure that every Contractor keeps its own health & safety file, maintains the file. Such Contractor safety files must be audited by the appointed Principle Contractors OHS officer and will be approved by the OHS Agent.

## 5.11. Inspection and checklist

Checklist and inspections list are a monitoring method to ensure the PC adhere to OHS policy, OHS plan and OHS system is maintained and reviewed. Inspections help management make key decisions, control costs, and protect the company. Inspections help prevent accidents and provide evidence of due diligence for liability protection.

Safety inspection checklists are paper-based or digitized forms used by safety officers to inspect and identify workplace hazards that can cause potential harm to people, processes, and the environment.

Checklist can be used as an aid in assessing and reviewing the management of health and safety in your workplace. The checklist is not an exhaustive list of items to be addressed and will not necessarily be comprehensive for all work situations. Ensure All Checklist are completed and stored on file. Checklist/ Registers are evidence of compliance and maintenance on Plant and Equipment.

## 5.12. Injury/ incident Reporting and Investigation

Injuries are to be categorized into first aid; medical; disabling (lost day); and fatal. When reporting injuries to the Client, these categories shall be used.

All contractors must investigate **all** injuries, with an annexure 1 report being completed and filed. All Contractors must report on the categories of injuries to the CLIENT at least monthly. Contractors must investigate injuries and incidents involving their employees and forward a copy of the annexure 1 investigation report to the CLIENT forthwith. Principle Contractor and all contractors must report all injuries to the Client in the form of an injury report, at least monthly.

All incidents reportable in terms of the provisions of Section 24 of the OHS Act, 1993 must be reported to the local Dept. of Labour in the prescribed manner. All Contractors must report all incidents where an employee is injured on duty to the extent that he/she

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

Or where:

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

Principle contractor is required to provide the client with copies of all internal and external accident/incident investigation reports including the reports contemplated above within 7 days of the incident occurring

## 5.13. Safe Work Procedure & Method statements

The following Safe Work Procedures are to form part of the HSE file and **must be compiled for all the below-identified activities, and that is:**

- |                                       |                          |
|---------------------------------------|--------------------------|
| ➤ Brick Building Works                | ➤ Painting               |
| ➤ Plastering                          | ➤ Ablutions Facilities   |
| ➤ Roof Work                           | ➤ Demolition Work        |
| ➤ Electrical Works                    | ➤ Fencing                |
| ➤ Tiling                              | ➤ Concrete Works         |
| ➤ Working at Heights                  | ➤ <b>Bulk Excavation</b> |
| ➤ Installation of Steel Security Bars | ➤ Ceiling                |
| ➤ Internal Wall finishing's,          | ➤ Paving                 |
| ➤ Waste management                    | ➤ Removal of Asbestos    |
| ➤ Aluminum Windows                    | ➤ Pool Pump installation |
| ➤ Earthworks                          | ➤ Asbestos Works         |
| ➤ Road Works                          | ➤ Plant & Equipment      |

**The safe work procedures must address the following elements:**

- The work method to be followed to conduct work safely
- Control measures implemented to mitigation & reduce the risks

- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment/tools/machinery to be used
- Completed Risk Assessment
- Signed by Competent Person
- Completed Risk Assessments
- Must be communicated to workers conducting task and proof of communication must be filed

## 5.14. Preparation of Health & Safety Documentation

It is the duty of Principle Contractor to ensure that all documentation that is required during the project life cycle are kept safely and updated at all times, during the construction process and must be consolidated into one set of documents that must be handed over to the Client upon completion of the construction work. This should include instructions from the design team that will required for the continued safe operation and maintenance of this new structure(s), COC's, Drawings, Concrete Results, Lab Results on Materials, Medical Records, Audit Reports, Site Inspection Reports, Incident Investigation Reports, All Registers and Checklist, Method statement, Policies and procedures, Covid-19 screening, Stats, labour records, copy of ID documents, etc.

## 5.15. Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to the commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel
- Details of Emergency services
- Actions or steps to be taken in the event of the specific type of emergencies
- Information on hazardous material / situations
- Covid-19 emergency Procedures

Emergency procedures shall include, but shall not be limited to fire, spills, accidents, Covid-19, use of hazardous substances, bomb threats, major accidents / incidents, political events, weather etc.

The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of actions taken. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Hospital, COVID-19 helpline etc.) must be maintained and available to site personnel.

The Principal Contractor must develop a **Site Emergency Evacuation Plan** detailing specifications for the appropriate appointments for the firefighting team, bulk first aid and the emergency coordinating team. In addition to which, assembling points must be identified and depicted using the appropriate symbolic signage (SANS Approved).

The Site Manager must conduct an emergency identification exercise and establish what emergencies could possibly develop. He / she must then develop a detailed contingency plan and emergency procedure, considering any emergency plans that may in place. The Contractors must hold regular practice drills of the contingency plans and emergency procedures to test them and to familiarize employees with them. The Principal Contractor must appoint a competent person to act as Emergency Controller / Coordinator.

A contact list of all emergency providers (Fire Department, Ambulance, Police Medical and Hospital) must be maintained and available to all site personnel. An emergency situation which is likely to require outside emergency assistance, may attract mass circulation written media or electronic media attention and be harmful to the Client's reputation. No person may comment on the incident on site without prior approval of the Client.

The Emergency Evacuation Plan must be approved by Client's OHS Agent. Project is in an open area and distant from any emergency facilities.

## 5.16. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear, overalls and cloth mask (during COVID-19 pandemic) or any other Personal Protective Equipment that may be required due to the nature of the work. The Principal Contractor and all Sub – Contractors shall make provisions and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline disciplinary procedures to be taken when PPE or clothing is:

- Lost or stolen
- Worn out or damaged
- Not worn by employee
- Mandatory cloth mask during Covid-19 Pandemic

The above procedure also applies to Sub – Contractors and their contractors, as they are all Employers in their own right.

The Principal Contractor and Sub – Contractor are to train all employees on how to use PPE on site. Training records of these sessions should be kept on file.

Employees must sign for all PPE issued to them.

## 5.17. Security

The Contractor and his employees shall enter and exit the premises only through the main gate(s) and or checkpoint(s) designated by the Principal Contractor on both sites. The Principal Contractor shall ensure that employees and Sub – Contractors observe that security rules at all times and shall not permit any person who is not directly associated with the work from entering the premises.

Each of the Contractor's employees will be issued with a company identification card which must be displayed on his / her person at all times whilst on duty or on the premises.

Should any of the employees of the Contractor:

- Tamper or otherwise interfere with the Principal's equipment, plant or other assets.
- Steal or otherwise engage in acts of dishonesty
- Appears to be under the influence of alcohol and drugs
- Ignore any security, safety or occupational health rule, or engage in unsafe conduct;

The Contractors or employer's representative shall have the right to immediately remove such a person or have him withdrawn from the premises, and if appropriate, charge at law such relevant offence(s).

The principal Contractor and Sub – Contractor and their employees shall not enter any area of the premises that is not directly associated with the work. The Principal Contractor and Sub – Contractors shall ensure that all materials, machinery plant and equipment on the premises are recorded at the main gate(s) and / or checkpoint(s). Failure to do this may result in a refusal by the Principal Contractor to allow the materials, machinery or equipment to be removed from the premises.

The Contractor acknowledges that its employees and vehicles may be subject to search at any time and that the Contractor shall ensure that its employees co-operate fully with such arrangements.

The Principal Contractor shall ensure a written acknowledgment from each agent, Sub – Contractor and service provider that its employees and vehicles will be subject to search at any time and the Principal Contractor shall ensure that its agent, Sub – Contractor and service providers co-operate fully with the arrangements.

## **6. SITE OPERATIONAL REQUIREMENTS**

### **6.1. Competency of employees of PC**

The PC, CEO appointment as per OHS Act Section 16.1 shall be responsibility for the appointment of the competent workers for full duration of this project. The CEO may delegate his responsibilities to the project manager assistant that's responsible for all duties and project management on site (Section 16.2 appointment). The Construction Regulations 8.1 appointed as the Construction Manager will be permit on site. All management must have a knowledge of legal liabilities concerning the OHS Act and its regulations. Proof of Competency must be kept on file CV's and Certificates. Each of the above appointments must have a competency certificate with reference to the OHS Act. All appointments shall be done in writing and duties with responsibilities. All appointments must be site specific and signed and have a contract commencement date and end of period date.

Organogram with hierarchy must be done and communicated to all employees, thus must be displayed on site. In the event of cancellation contracts of workers the OHS Agent must be notified and all new appointments must first be approved by the OHS agent.

The PC will ensure that all employees on site will be competent. The most mandatory appointments must have at least 5 years' experience in their specific field:

- i. Risk Assessor ( CR9)
- ii. Incident Investigator
- iii. First Aider
- iv. Plant Operators
- v. Assistant Construction Manager
- vi. Emergency Co-ordinator

### **6.2. Construction Health & Safety Officer (CR 8.5)**

Full time OHS Officer with more than 5 years relevant experience in the building environment, which is registered with SACPCMP will be on site due to High Risk Project.

### **6.3. Construction Manager (CR 8.1)**

The Principal Contractor's CEO (16.1) or the assistant CEO (16.2) shall appoint (in writing) one full time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. The construction manager must (in writing) appoint construction supervisors responsible for construction activities and ensuring health and safety compliance on the construction site. Construction Manager (CR 8.1) must have knowledge of the OHS Acts and Regulations, legal Liability, competency certificate must be presented with appointment.

### **6.4. Health and Safety Representatives(s) (Section 17)**

Principle Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees and trained/informed to carry out their functions. The appointments must be in writing. The Health and Safety Representatives could carry out monthly inspections, keep records and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety meetings. As per this specification the Health and Safety Representative will be a mandatory appointment by the PC.

### **6.5. Health and Safety Training**

#### **6.5.1. Induction**

The Principal must ensure that all site personnel undergo a site-specific health & safety induction training session before any worker starts work. The induction must include the General duties of the employer and the employees. A record of attendance shall be kept in the health & safety file, as well as a copy of the contents of the said induction. Principle Contractor will be required to induct all contractors' employees. Workers must carry some sort of proof of inductions on their persons.

#### **6.5.2. Awareness**

Principle Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once a week. These talks should deal with risks relevant to the construction work at hand. Records of attendance must be kept in the health & safety file.

#### **6.5.3. Competence**

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This must to be assessed on a regular basis e.g. training, evaluation, and periodic audits by the Client, progress meetings, etc. Principle Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work.

## **6.6. Construction Welfare and Facilities**

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 are installed at the site, cleaning of buckets shall be arranged with the Client. Chemical toilets shall be used where applicable.

Eating facilities shall be made available in the form of a shaded net, table and chairs or acceptable eating facilities. This will take COVID-19 regulations into account.

## **6.7. Health & Safety Audits, Monitoring and Reporting**

### **6.7.1. Monthly Audits by Client**

**OHS Agent, appointed by the client**, will be conducting a monthly Audit to comply with Construction Regulation 2014 to ensure that Principle Contractor has implemented, and is maintaining the agreed and approved Health and Safety Plan as well as approved COVID-19 procedures. Principle Contractor is obligated to conduct monthly audits on all Contractors appointed by him and keep audit reports in its health & safety file. Contractors scoring less than 85% will have to stop work until deviations are closed out. Principle Contractor is required to withhold payment if the minimum safety standard is not maintained.

## **6.8. First Aid Boxes and First Aid Equipment**

Principle Contractor and all Contractors shall appoint First Aiders in writing. Principle Contractor must appoint at 2 First Aider (one for each site on the Project) who must be certificated. Copies of valid certificates are to be kept on site. Principle Contractor must provide a first aid box for each site, adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees must have their own trained, certified first aider on site at all times.

The Emergency Plan of the Principle Contractor must include the arrangements for speedily and promptly transporting injured persons to a medical facility or securing emergency medical help to persons that may require it.

## **6.9. Public and Site Visitor Health & Safety**

The Principle contractor, Sub-Contractor, delivery vehicles and visitors are not allowed to disturb or roam around on the grounds during construction stage. The Principle Contractor will be held responsible and liable for disturbance and unrest, caused by any sub-contractor or delivery vehicles during the construction period. Public walkways and roadways must be kept clean and free of excessive construction materials to prevent a negative impact on the public.

Roadways and walkways must be cleaned on a regular basis – daily inspections to be conducted by the P.C. with action to be taken without delay.

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. As per the Construction Regulations, a record of these 'inductions' must be kept on site. It is advised that a visitor book with site rules leaflet be kept at the gate or at reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book.

With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support visitors. Screening protocols will be done as well as visitors information register must be completed.

## **6.10. Access to Site**

The Construction site must be fenced off with entrance and security at entrance. Where any permits are necessary from the SAPS and local authorities, this will be the responsibility of the P.C. Any road signage must be inspected by a designated person on a daily basis and the required cleaning and maintenance of signs will be the responsibility of this designated person. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water or other construction related materials.

## **6.11. Traffic and Diversions**

Provision by means of a method statement must be made for any traffic diversions to conduct your construction activities as well as any loading and off- loading of materials and waste.

The method statement must include a drawing indicating traffic signage and the like.

The Principal Contractor shall ensure that all persons in its employment, all subcontractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled and enforced.

## **6.12. Housekeeping**

All Contractors are to ensure that:

- Housekeeping is continuously implemented
- Scrap, waste & debris are removed regularly
- Ensure Covid-19 waste are discarded off correct according to Hazardous Biological Agents
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free movement of pedestrian and vehicle traffic
- Waste & debris not to be removed by disposing from heights, but by chute or crane
- Where practicable, Construction sites are fenced off to prevent access of unauthorized persons

- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done.
- All offices and storage facilities as well as tools gets washed and sanitized daily.

### 6.13. Stacking & Storage (Construction Regulations 28)

THE PRINCIPAL CONTRACTOR must ensure that a competent person is appointed in writing to supervise all stacking and storage on a construction site.

- Adequate storage areas are provided and demarcated
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out.
- Stability of stacks are not threatened by vehicles or other moving plant and machinery
- Stacks are built in a header and stretcher fashion and that corners are securely bonded
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

### 6.14. Fire Extinguishers and Fire Fighting Equipment's

Principle Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

### 6.15. Severe Weather Plan

- 6.15.1. When high wind creates a hazard to craftsmen or work being performed, i.e., instability in elevated areas, limited visibility due to dust or particles in the air, unmanageable materials, etc., supervision will stop work activities, re-assign work and area, properly store and secure material which might blow away, injure or damage.
- 6.15.2. When rain creates a hazard to workers at work being performed, i.e., un-stable footing conditions due to slippery muddy and flooded work environments, unstable trenches or excavations, poor visibility due to rain or eye protection, supervision will stop specific work due to hazard, re-assign work duties and/or areas, and obtain further instructions from Project Management.
- 6.15.3. A Severe weather plan must done on procedures for workers during hot/cold or other weather conditions.

### 6.16. Excavations, Shoring, Dewatering or Drainage

The Principal Contractor and any relevant Subcontractors shall make provisions in their tender for shoring, dewatering or drainage of any excavation as per this specification The Contractor shall make sure that excavations are inspected before every shift, each occurrence of rain, or change to the excavation / shoring and a record is kept.

### 6.17. Barricading and Demarcation

The construction site shall be fenced 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 1.8 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.

### 6.18. Transport of Workers

The Principal Contractor and other subcontractors shall not:

- a) Transport persons together with goods or tools unless there is an appropriate area or section to store them
- b) Transport persons in a non-enclosed vehicle e.g. truck, there must be a proper canopy (properly covering in the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- c) All vehicles will be sanitised daily all COVID-19 protocols will be followed. See updated on COVID-19 protocols on website <https://www.gov.za/covid-19/resources/regulations-and-guidelines-coronavirus-covid-19>.

### 6.19. Environmental Management

Management will commit to safety work procedures. Environmental and Waste Management Policy will be review annually and Signed by management.

#### 6.19.1. Dumping

- a) Receipts for hazardous waste disposal shall be copied to the Clients, OHS Agent.
- b) Any proposal to dispose of building waste products such as rubble or concrete or similar such products as part of backfill or landscape shaping shall require a Method Statement.

#### 6.19.2. Litter and refuse

- a) Waste and litter shall be disposed of into scavenger- and weatherproof bins. Principle Contractor shall then remove the refuse collected from the working areas, from site at least once a week.
- b) Refuse must be disposed at a site approved by the Environmental Manager.
- c) Principal Contractor shall make provision for workers to clean up Principle Contractor's camp and working areas at least once a week.

#### 6.19.3. Recycling

- a) Whatever possible, materials used or generated by construction shall be recycled?
- b) Containers for glass, paper, metals and plastics shall be provided. Office and camp areas are particularly suited to this form of recycling process.
- c) Where possible and practical, such as at stores and offices, waste shall be sorted for recycling purposes. Recycling protocols shall sort materials into the following categories:
  - i. Paper / Cardboard
  - ii. Aluminium
  - iii. Metals (other than Aluminium)
  - iv. Organic waste
  - v. Glass

#### 6.19.4. Waste water management

- a) A surface water management plan has been prepared and approved before construction commences. It has considered the following:
- b) Appropriate cut-off drains to separate potentially contaminated flows from the open drainage system.
- c) Containment of polluted flows.
- d) Settling ponds/sludge dams/evaporation ponds for water with high suspended solids (e.g. batching, crusher, and sand washing areas).
- e) Principle Contractor should take precautions to minimise water pollution as shall be required.
- f) All wastewater should comply with pre-determined standards as set out in the National Water Act, Act 36 of 1998, Government Notice No 398 and No 399 DWAF General Authorisations in terms of Section 39 of the National Water Act, Act 36 of 1998 and the South African Water Quality Guidelines for Fresh Water Second Edition, 1996, before it can be released into the environment.
- g) Water quality monitoring shall be undertaken as described in the relevant section of this CEMP.P
- h) Principle Contractor shall notify the Environmental Manager immediately of any pollution incidents on site.

#### 6.19.5. Washing areas

- a) Wash areas shall be placed and constructed in such a manner to ensure that the surrounding areas, which include groundwater, are not polluted.
- b) A Method Statement shall be required for all wash areas where hydrocarbon and hazardous materials, and pollutants are expected to be used. This includes, but is not limited to, vehicle washing, workshop wash bays, paint wash and cleaning.
- c) Wash areas for domestic use shall ensure that the disposal of contaminated "grey" water is sanctioned by the Environmental Manager.

#### 6.19.6. Sanitised areas

Principle contractor will follow COVID-19 protocols.

- a) Before entering the site all persons must sanitise
- b) There are adequate facilities for the washing of hands with soap and clean water;
- c) Sanitisers will have a 70% alcohol content
- d) Only paper towels are provided to dry hands after washing (fabric toweling must not be used);
- e) surfaces that workers and members of the public come into contact, including reception desks, are routinely cleaned and disinfected and industrially sanitised, where appropriate;
- f) Common areas and ablution facilities are sanitised more regularly;
- g) workers are provided with the necessary tools and equipment required to perform their job to avoid sharing of workers' tools and equipment, in so far as it is reasonable and practicable to do so;
- h) there are sufficient quantities of hand sanitizer (with at least 70% alcohol content) having regard to the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- i) Every worker who works away from the workplace, other than at home, should be provided with an adequate supply of hand sanitizer;
- j) If a worker interacts with the public, the employer should provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting; and
- k) The workplace is sufficiently ventilated.

#### 6.19.7. Spillages:

The PC and Sub-Contractors will adhere to the NEMA Act

- a) Streams, rivers and dams and underground water will be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products.
- b) In the event of a spillage during the construction phase, the responsibility for spill treatment will lie with Principle Contractor will be liable to arrange for competent assistance to clear the affected area.
- c) Principle Contractor will compile and maintain environmental emergency procedures, to ensure that there will be an appropriate rapid response to unexpected or accidental environment-related incidents throughout the life cycle of the project.
- d) The individual responsible for, or who discovers a hazardous waste spill must report the incident to the Environmental Manager.
- e) The Environmental Manager will assess the situation in consultation with Principle Contractor and act as required. In all cases, the immediate response will be to contain the spill. The exact treatment of polluted soil/water will be determined By Principle Contractor in consultation with the Environmental Manager. Areas cleared of hazardous waste will be re-vegetated according to the Environmental Manager's instructions.
- f) Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice must be sought for appropriate treatment a remedial procedure to be followed. The requirements for such input will be agreed with the Environmental Manager. The costs of the containment and rehabilitation will be for Principle Contractor's account, including the costs of specialist input.

- g) No person shall be allowed to approach a spill unless he/ she is equipped with the personal protective clothing.
- h) The risk involved shall be assessed before anyone approaches the scene of the incident with the emergency response plan.
- i) Any known or discovered spillage of toxic substances into a stream or river should be followed by immediate monitoring of the receiving streams and rivers.

#### **6.19.8. Fuels/Flammables/ Hazardous Materials stores**

Fuels stores are kept as low in volume as practicable.

- There are no leaks.
- The outlet is secure and locked.
- The bund is empty.
- Fire extinguishers are serviced and accessible.
- The area is secure from accidental damage through vehicle collision & the like.
- Emergency and contact numbers are available and displayed.
- There is adequate ventilation in enclosed spaces.
- There are no stores or containers within the 1:50 year flood line.

## **7. PLANT, MACHINERY AND EQUIPMENT**

### **7.1. Hired Plant and Machinery**

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations (July 2014) shall apply.

The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors must ensure the same.

### **7.2. General Machinery**

The Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations and General Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

## **8. OCCUPATIONAL HEALTH and SAFETY CONTROLS**

### **8.1. Health Hazards**

Health hazards include chemical hazards (solvents, adhesives, paints, toxic dusts, etc.), physical hazards (noise, radiation, heat, etc.), biological hazards (infectious diseases), and ergonomic risk factors (heavy lifting, repetitive motions, vibration). Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemicals substances. Conduct regular inspections of all operations, equipment, work areas and facilities. Have workers participate on the inspection team and talk to them about hazards that they see or report.

Be sure to document inspections so you can later verify that hazardous conditions are corrected. Take photos or video of problem areas to facilitate later discussion and brainstorming about how to control them, and for use as learning aids

### **8.2. Noise induced Hearing Loss**

Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed.

It is generally accepted that all employees on a construction site will be exposed to varying degrees of noise. In view of this, Principle Contractor shall ensure full compliance with the above- mentioned regulation; furthermore, provide proof of assessment of noise levels. Those noise zones must be clearly marked with appropriate PPE signs. Principle Contractor is advised to pay particular attention to section 12 of the "Noise Induced Hearing Loss Regulation."

### **8.3. Ergonomics**

Ergonomics is the study of how workers relate to their workstations. We advise Principle Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

### **8.4. Hazardous Chemical Substances (HCS)**

Principle Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The P.C. and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals.

The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labeled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio. Spill Kit must be available on site in case of any chemical spillage. Fuel storage tanks must conform to the general environmental legislation and Environmental Management Plan. The necessary safety signage must

to be posted up on the tanks – 'no naked flames', 'no smoking'. Two 9kg DCP fire extinguishers must be placed near to fuel tanks, but not within 5m of the tanks. These extinguishers are over and above the minimum four required for the offices and stores.

All sanitised container will have the correct labels and MSDS's will be made available. Protocols will be followed with storage of huge quantities of sanitisers. All Sanitiser must have a minimum of 70% alcohol base. Full risk assessment regarding sanitizer must be on file.

## 8.5. Diseases Control Measures

All employees may be at risk of infection, or of spreading infection, especially if their role brings them into contact with blood or bodily fluids like urine, faeces, vomit or sputum. Such substances may contain micro-organisms such as bacteria and viruses which can be spread if staff do not take adequate precautions.

In order to restrict and reduce the risk of infection in the workplace. According to the recent SA stats the PC must have knowledge concerning HIV/Aids, TB, legionella bacteria, Hepatitis A and Coronavirus. The PC will:

- have systems in place that assess the risk of and prevent, detect and control the risk of infection
- designate a lead for infection prevention and control
- ensure sufficient resources are available to secure effective prevention and control of infection
- ensure employees, contractors and other persons who directly or indirectly provide work are provided with suitable information, instruction, training and supervision in the precautions to follow
- Information is obtained from and shared with other businesses
- Audits are carried out to ensure policies and procedures are being implemented
- A suitable and sufficient risk assessment is carried out with respect to prevention and control of infection
- ensure an appropriate standard of cleanliness and hygiene is maintained throughout the premises and that the premises are maintained in good physical repair and condition
- ensure appropriate standards of cleanliness and hygiene are maintained in relation to equipment
- ensure that a suitable cleaning schedule is in place and followed
- ensure there is suitable and sufficient hand washing facilities and antimicrobial hand rubs where appropriate
- ensure the supply and provision of linen and laundry is appropriate
- ensure suitable information on infections is provided to visitors, including the importance of hand washing by visitors
- ensure information regarding infection is passed on to any other person, as necessary
- ensure individuals who develop an infection are identified promptly and that they receive the appropriate treatment and care
- inform the local health protection unit of any outbreaks or serious incidents relating to infection
- ensure all staff co-operate with our control of infection procedures
- provide regular suitable training, including induction training to all staff on the prevention and control of infection

### 8.5.1. Coronavirus Controls

The Contractor shall establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating accurate media updates etc. The PC will ensure a COVID-19 Compliance Manager and Compliance Officer is appointed in writing. This employee taking on this role is responsible for developing the company COVID-19 OHS plan and Risk Assessment

The OHS Act also imposes a duty on employees to take reasonable care for their own health and safety and that of their fellow employees. This reason every employer have to develop a COVID-19 Policy sign, dated and review date.

The Principle Contractor is expected to compile his Provisional Costing's and Budgets expected to derive from this Health & Safety Specification and his plan, with the Health & Safety Covid-19 plan.

Based on all recommended COVID 19 Protocols the contractor shall develop and submit their BOQ to the appointed Safety Agent or Principal Agent for this project which shall be checked and verified for ECPTA

This provisional budget and / or costing requirement relates to **Construction Regulation 5(1) (g)**, and is not a guarantee to Contingency Claims, a Variation Order that may be deemed due to Covid-19. Such Claims or variations must be dealt with the Principal Agent accordingly thereafter approval obtained from ECPTA

As a normal part of Health and Safety Systems, it is a known factor that PPE is key to the prevention of most Injuries, Accidents, Diseases, Contaminations and Incidents. The Covid-19 outbreak proves this again.

Personal Protective Equipment (PPE) – while engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE is also be needed to prevent exposures, contamination and cross-contamination.

**The Following, but not limited to, will be required, and expected to be Displayed, and with Key Personnel:**

- An isolation area / space / facility on-site including the Disinfecting Management of this Facility ON-SITE;
- External Emergency Contacts List of Facilities identified for Covid-19 Management;
- Call Centre Contacts Lists Information for the Covid-19 Hotline, Local GP, WHO, NICD, Local Dept Labour, CDC etc.
- Emergency Plan to deal with Covid-19 screening, infection, contamination including the process of all employees when one is found to be infected (its deemed an emergency).
- Inclusion of PPE Resource Plan in the Covid-19 Emergency Plan

Training and Awareness of the Covid-19 must be included into your approved Health & Safety Plan, and part of the Implementation of the Contractors System. Employees need to be informed and education with accurate information. The Contractor is to outline Safe Work Procedures pertaining to the compiled system to manage and alleviate the Covid-19 disease.

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

The Principle Contractor is required to record all systems implemented, controlled and handled.

The Principle Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The contractor shall include Covid-19 matters in his monthly report including statistics.



#### *Reporting of incidents for regulatory purposes*

- a) Participants must be informed to alert their contractor or Focal point immediately, if they suspect they have been exposed to COVID – 19 (symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness);
- b) If a participant is diagnosed with COVID – 19, the Responsible Manager must investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place;
- c) An incident investigation reports shall be completed, indicating all possible causes and corrective actions taken or proposed
- d) Reporting for purposes of public health, contact tracing, screening, testing and surveillance

Where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings:

- i. the maximum occupancy of the workplace meeting room should be determined having regard to social distancing standards above and excess seats should be removed from the room;
- ii. the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;
- iii. the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room;
- iv. the number of workplace meetings and the duration of workplace meetings should be reduced;
- v. attendees should avoid social protocols such as shaking of hands and hugging;
- vi. all attendees should wear a face mask with nose and mouth covered;
- vii. All Pens must be sanitise or each person must use own pen to sign attendance register.
- viii. all attendees should wash hands / hand sanitizer before entering and exiting the workplace meeting room;
- ix. doors to be left open during and between workplace meetings to avoid touching handles;
- x. desks / equipment / seat handles in meeting room should be sanitised immediately before and after meetings;
- xi. Meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed and food is wrapped.

#### 8.5.2. Diseases from Sewer Works

A health risk management plan shall be defined for work on the active sewer line and the biological and chemical hazards associated with this. The risk assessment and method statement shall include the safe work processes for

- a. The plugging and unplugging of active sewer pipes.
- b. The over pumping of sewer materials; this method statement shall conform to the controls defined in the Hazardous Biological Agent Regulations and shall cover the entire time-span of such over-pumping, including, where applicable, over pumping during the night and over week-ends.

Contractor must ensure the company provide or support occupational immunisations on a risk basis. Where workers are at significant occupational risk of acquiring a vaccine-preventable disease, the employer should implement a comprehensive occupational vaccination program, which includes a vaccination policy, current staff vaccination records, provision of information about the relevant vaccine-preventable diseases, and the management of vaccine refusal (e.g. reducing the risk of a healthcare worker transmitting disease to vulnerable persons). Employers should take all reasonable steps to encourage non-immune workers to be vaccinated. A vaccination program should be in place where there is a significant risk of exposure to Hepatitis A or Tetanus (eg, workers in regular contact with sewage)

Ensure the provision of hand washing facilities, showers, change rooms, equipment storage areas and eating facilities. Each first aid box shall include an eye wash bottle, for use with accidental sewer splash incidents.

### 8.5.3. Legionella Disease

If the PC use JoJo tanks and hosepipes as per this draught period. The PC must have a written Control Plan and risk assessment for purification of Jojo Tanks for drinking water and use of hosepipes for dust and usage on site. This will be to prevent Legionella disease or cholera.

## 8.6. Alcohol and other Drugs

No alcohol and drugs will be allowed on site. An Alcohol Abuse policy will be signed by CEO and Review annually. Policy must be communicated to all workers. No person may be under the influence of alcohol or any drug while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Client's Agent forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately.

## 8.7. Dust Control

Principle Contractor shall be solely responsible for the control of dust arising from Principle Contractor operations.

- a) Principle Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Environmental Manager.
- b) Excavation, handling and transport of erodible materials shall be avoided under high wind conditions or when a visible dust plume is present.
- c) During high wind conditions, the Environmental Manager will evaluate the situation and make recommendations as to whether dust-damping measures are adequate, or whether working will cease altogether until the wind speed drops to an acceptable level.
- d) Where possible, soil stockpiles shall be located in sheltered areas where they are not exposed to the erosive effects of the wind. Where erosion of stockpiles becomes a problem, erosion control measures shall be implemented at the discretion of the Environmental Manager.
- e) Vehicle speeds shall not exceed 40km/h along dirt roads or 20km/h
- f) Appropriate dust suppression measures shall be used when dust generation is unavoidable, e.g. dampening with water, particularly during prolonged periods of dry weather in winter. Such measures may also include the use of temporary stabilising measures (e.g. chemical soil binders, straw, brush packs, chipping)

\*Principle Contractor should prepare and submit a Dust Control Method Statement.

## 8.8. Asbestos Works

The inhalation of airborne asbestos fibres can cause serious lung diseases including asbestosis, cancer of the lungs and mesothelioma. These diseases usually become apparent only some years after exposure to asbestos and sometimes not until 40 or more years after the first exposure. **Cigarette smokers who are occupationally exposed to asbestos exhibit a marked increase in the incidence of lung cancer when compared to non-smokers.**

**Exposure to asbestos may result from:**

- **Inhalation**  
**Asbestos can be breathed in as raw fibre or as dust that contains regulated fibres also known as respirable fibres. Inhalation is the most common source of exposure to asbestos.**
- **Ingestion**  
**Asbestos can be swallowed in the dust form if it gets on hands, clothing, a beard or moustache. Asbestos fibres can also be taken into the body if food or beverage is contaminated with asbestos. Smoking contaminated cigarettes is particularly risky, because asbestos particles can be breathed in and swallowed.**

**The old Asbestos Regulations were repealed and the Asbestos Regulations, 2001 were published on 10 February 2002 in Government Gazette No. 23108 with the aim of protecting employees against the adverse effects of asbestos on human health.**

***A qualified and registered service provider must remove asbestos and discard of all asbestos as per the Asbestos Regulations. All contractors appointed for asbestos work will first be approved by the OHS agent before they start work on site. The service Provider must be approved by the OHS Agent before performing work on site.***

## 8.9. Electrical Works

Only Competent person will work on electrical task. Identify all sources of energy to the equipment using drawings, diagrams, and identification tags and field verification. Utilize an approved energy control procedures (ECP). Lockout systems and signboards must be used at all times.

Ensure that the following:

- Provide qualified or licensed (where required) personnel.
- Assist with program administration, implementation and verification of compliance with regulatory requirements and the requirements in this procedure.
- Assess program status and verify that procedures comply with regulatory requirements, site needs and observations.
- COC for all works must be provided.
- No fuses and no safety protection equipment may be bridged out.
- If circuit breaker or contractor is replaced it must be a permanent job.
- Harness must be worn when working above 2 meters from ground level.
- Safety goggles must be worn when working with, electrical cleaning solvents and grinders
- The zero adjustment on a generator may not be moved without permission from Foreman / Engineer.
- Overload protection on switchgear must be according to motor specs.
- All covers on motors must be secured

## 8.10. Concrete works (construction Regulations 20)

Competent person will be appointed in writing to supervise this task work. The following procedures will be following regarding Batch Plant as per the Construction Regulations 2014.

- Concrete must be mixed only in an area demarcated for this purpose, ideally on an impervious surface (e.g. cement mixing pit).
- All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site.
- After all concrete mixing is complete; all waste concrete must be removed from the batching area and disposed of at an approved dumpsite.
- Ensure separation of clean and dirty water from batching plant.
- Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area.
- Operators must wear suitable safety clothing.
- Wastewater from batching operations to be suitably disposed of.
- Waste concrete and cement sludge to be removed on a regular basis (to prevent overflowing) and to be disposed of at a suitable facility.
- Unused cement bags will be stored in an area not exposed to the weather and packed neatly to prevent hardening or leakage of cement.
- Used cement bags will be stored so as to prevent windblown dust and potential water contamination. Used bags will be disposed of adequately at a licensed waste disposal facility.
- Ready mix concrete transportation will not result in spillage.
- Cleaning of equipment and flushing of mixers will not result in pollution, with all contaminated wash water entering the waste water collection system.
- Concrete mixing strength test records will be kept on file.

## 8.11. Working at Heights (Construction Regulations 10)

The implementation and maintenance of a safe work environment is the collective responsibility of all employees, contractors, and visitors to the jobsite. Contractor will submit working at heights policy. Policy will be communicated to all persons working at heights. All employees must go for special medical assessment for working at heights. All employees working at heights must be provide prompt medical treatment when a worker is

injured on the jobsite. To do this, workers may have to perform a working at heights rescue to bring down a worker who has fallen and is suspended in a safety harness.

Contractor may use ladders, scaffolding to perform their duties according to task. A Clear Safe Work Procedure and Method statement will be done. Signed by contractor construction manager and competent working at heights supervisor.

A fall protection plan with a rescue plan will be submitted with the OHS File. A competent person with qualification (unit standard -229994 NQF level 4) Fall protection plan developer will sign off the FPP appointment letter. All employees working at heights must have medical examination done and training on working at heights. FPP and FAS must be communicated to all worker and evidence of such must be on file.

Fall arrest equipment will be inspected on site daily as well as all harnesses, lanyards, safety line, etc.

## **8.12. Excavation Works (Construction Regulations 13)**

Excavation work is hazardous. Competent person will be appointed in writing. This guideline provides information on the potential hazards involved in excavation work so that workers and employers can work together to create a safe, injury and fatality free work site.

Bulk excavation for pool area must have a method statement to ensure all risk has a mitigation factor and are communicated. Ensure escape routes out of deep excavations and ensure employees medicals are updated on task work as per the depth of the excavation.

## **8.13. Lock Out Procedures (General Machinery Regulations)**

A lockout, tag and test procedure describes the requirements to ensure that all machinery or equipment with the potential for unexpected operation, movement, release of energy or the release of hazardous materials, have been locked out prior to work being performed on it. The Contractor shall familiarise himself with the procedure and shall at all times adhere to its requirements. The Responsible Representative of the Municipality must first be notified and approval granted before any equipment that comprises part of the finished work can be put into operation or energised.

Lock-out and tag-out procedures will be applied for the servicing and maintenance of machines and equipment in which the unexpected energising or start-up of the machines or equipment or the release of stored energy could cause injury or death to any personnel. An energy source includes any source of electrical, mechanical, hydraulic, chemical, thermal, stored, ionising and non-ionizing, or other energy.

The Responsible Representative of the Client is to identify all sources of energy which need to be locked out and communicate this to the Contractor Supervisor.

The unauthorised removal of Lock-out locks is considered a serious safety violation and will be regarded as a breach of contract.

No work shall be performed on electrical equipment that is energised. Such equipment must be "locked out" prior to working on it. Only grounded equipment shall be used for power supply. Plugs and cords shall be maintained in good repair. Where conditions dictate a ground fault interruption protection power supply shall be used.

Under no circumstance shall a connection be made to any power outlet except through an approved plug. Insertion of bare wires into any power outlet is strictly prohibited.

## **8.14. Permit to Work**

A Permit to Work system will be authorized by Client, Contractor and Municipality. All requests for Permits to Work shall be channelled through the Responsible Representative appointed in writing. The Contractor must ensure that all Permits to Work are properly completed and duly authorised by the appropriate signatories before commencing with the work in question. All requirements stated in the Permit must be fully complied with. Activities that require a permit to work include but are not limited to:

hot work;

- working in confined spaces;
- working at heights;
- excavation work;
- site clearing;

## **8.15. Confined Spaces (General Safety Regulations 5)**

A "confined space" may be generally defined as any area which has limited means of egress and is subject to oxygen deficient atmosphere or to the accumulation of toxic or flammable gases or vapors. A Competent person will be appointed to work in areas defined as confined space. Medicals will be done for all workers performing task in confined spaces. Safe Work Procedures will be done with Confined space checklist and lock-out procedures. High Risk task and must be supervised.

## **8.16. Paving**

Preparation of paving will effect dust. Preparation must be done to safely prepare for working with sand and crusher dust. Appropriate PPE must be worn. A method statement must be done before work start and communicated to all employees. Ergonomics must be taken in to account for repetitive movements during bending and laying of paving bricks.

## 9. ANNEXURE - A Legal Appointments

Assignment of duties by Principle Contractor and Contractors' responsible persons. The Contractor must make all the Management appointments as set out below (Further appointments could become necessary as the project progresses).

No	OHS Act Ref.	Appointment	Name of Appointee
1	Section 16.(1)	Overall Authority and Accountability	
2	Section 16.(2)	Delegation of assignment of Duties	
3.	CR 8 (1)	Construction Manger	
4	CR 8 (5)	Health and Safety Officer	
5.	CR 8 (2)	Construction Assistant manager	
6	DM Act	COVID-19 Officer	
7	CR 8.(7)	Construction Supervisor	
8	CR 8.(8)	Subordinate Construction Supervisor	
9	GMR 2(1)	Supervision of Machinery (not for construction sites)	
10	Section 17	Health and Safety Representative	
11	CR 16.(1))	Scaffold Erector, Inspector (separate appointments)	
12	CR 13(1)	Excavation Inspector	
13	GSR 3(4)	First Aiders	
14	CR 29(h)	Fire Equipment Inspector	
15	EMR 9	Portable Electrical Tool Inspector	
16	CR 17(8)(a)	Materials Hoist Inspector	
17	DMR 18(5)	Lifting Machinery and Equipment Inspector	
18	HSC Reg	Hazardous Chemical Substances Inspector	
19	GSR 3	Emergency Procedure Coordinator	
20	CR 23(j)	Construction Vehicle and Mobile Plant Inspector	
21	CR 28(a)	Stacking and Storage Supervisor	

22	CR 10	Fall Protection Plan Developer	
23	CR 10	Fall Protection Supervisor	
24	GSR 5	Confined Space Supervisors	
25	GMR	Lock-out and Tag-Out Representative	
26	CR 18	Rope Access Work Inspector	
27	CR 20	Batch Plant Supervisor	
28	CR27	Housekeeping Supervisor	
29	GSR 13a	Ladder Supervisor	
30	FR	Facilities Supervisor	
31	EIR - MR	Electrical and Mechanical Supervisor	
32	CR 9	Risk assessor	
33	GAR 9	Incident Investigator	
34	Asbestos Reg.	Asbestos Inspector	

CR	=	Construction Regulations
ER	=	Environmental Regulations
GSR	=	General Safety Regulations
HSC	=	Hazardous Chemical Substances Regulations
GMR	=	General Machinery Regulations
FR	=	Facilities Regulations
DM	=	Disaster Management Act

## 10. ANNEXURE – B

### GENERAL COMPLIANCE REQUIREMENTS

Principle Contractor and Contractors must comply with but not be limited to the requirements tabled below:

OHS Act Section/Regulation	Subject	Requirements
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Construction. Regulation 4(1)	<b>Notice of carrying out Construction work</b>	Department of Labour notified Site Notification of Intention to Commence Construction Work or Construction Work Permit application ( done by OHS Agent)
General Admin. Regulation 4	<b>Copy of Health and Safety Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	<b>Registration with Compensation Insurer</b>	Written proof of registration/Letter of good standing available. Site Compensation for Occupational Injuries and Diseases – proof of registration
Construction. Regulation 5 (b)	<b>Health and Safety Specification</b>	Health and Safety Specifications received from Client and/or its Agent on its behalf
	<b>Company Policies</b>	Signed Policies: OHS Policy Alcohol abuse policy, Fall protection Policy, Disciplinary Procedures, Environmental Policy, PPE Policy. Quality Policy, HIV/Aids Policy. Hazchem Policy, Pandemic Policy
Construction Regulations 2(a)	<b>Health &amp; Safety Plan (Health and Safety plan)</b>	Under the Construction Regulations [7(1)(a)], Principle Contractor is required to develop the Health and Safety Plan, due to new Disaster Management Declaration the OHS plan will include COVID-19 safe work procedures for each site before work commences
Section 16.(1)	<b>Overall Authority and Accountability</b>	Overall Responsibility
Section 16.(2)	<b>Assignment of Duties</b>	Responsible for Contract management of the project CV on file Legal Liability and HIRA training on file
Construction Regulation 8(1)	<b>Construction Manager</b>	Responsibility of complying with the Health and Safety Act assigned to other person/s by S 16.2. CV, Competency CV on file OHS Legal Liability and HIRA training on file
Construction. Regulation 8 (7)	<b>Designation of Person Responsible on Site</b>	*Competent person appointed in writing as Construction Supervisor with job description CV on file
Construction Regulation 8(5)	<b>Safety Officer</b>	Competent person appointed in writing as Registered with SACPCMP / barcoded letter from SACPCMP CV on file
Section 17 & 18 General Administrative Regulations 6 & 7	<b>Designation of Health &amp; Safety Representatives</b>	More than 20 employees - one Health and Safety Representative, one additional Health and Safety Rep. for each 50 employees or part thereof.  Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7  Safety Representatives name to be displayed on site notice board  Meaningful Health and Safety Rep. reports. Reports actioned by Management.

Section 19 & 20 General Administrative Regulations 5	<b>Health &amp; Safety Committee/s</b>	Health and Safety Committee/s established. All Health and Safety Reps shall be members of Health and Safety Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. All safety meeting schedules are to be displayed on site notice board Actioned by Management.
	<b>Health and Safety Organogram showing all safety management portfolios and positions</b>	Updated Organogram Displayed
Section 37(1) & (2)	<b>Agreement with Mandatories/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors List of Sub Contractors displayed. Proof of Registration with Compensation Insurer/Letter of
Construction Regulation	<b>Principle Contractor</b>	Letter of Good Standing (COIDA Compliance) Identify the hazards in the workplace. Evaluate the risks. Do whatever needs to be done to protect the worker from injury or health problems. If anything is unsafe, your employer must take action to make it safe.  The employer must train the workers properly. The employer must make sure the workers obey safety rules and the law
Section 8(2)(d) Construction. Regulation 9(1)	<b>Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated Risk assessor to have HIRA Training RA Plan available on Site Risk assessments to be signed off by risk assessor and Contract manager Method statement to be done for each activity which is taking place on site. All risk assessments to be done as per method statements Employees/Sub-Contractors informed/trained
Section 24	<b>Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure and man-hours to be displayed on site notice board.  All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	<b>Investigation and Recording of Incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Appointed person to have formal incident investigator training Copies of Reports (Annexure 1) available on Site Tabled at Health and Safety Committee meeting

Construction. Regulation 28 General Safety Regulation 8(1)(a)	<b>Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29 Environmental Regulation 9	<b>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	<b>First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the Health and Safety Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	Items of PSE prescribed/use enforced Records of Issue kept PPE matrix to be displayed Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	<b>Control of Storage &amp; Usage of HCS and Flammables</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Hazardous chemical servvre to be conducted Risk Assessment carried out Register of HCS kept/used on Site
Electricity Act of 1984 no 41 Electrical Installation Regulations	<b>Electrical and Mechanical Installation</b>	Competent Person appointed in Writing. All competency Certificates on file Scheduled log book of installations and wiring Medical Report of Fitness Daily inspections of tools and electrical equipment COC must be submitted after each new installation Calibration Certificate must be submitted after each installation
Construction. Regulation 23	<b>Construction Vehicles &amp; Earth Moving Equipment</b>	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive - All plant to be fitted with revolving lights - Plant to be fitted with Fire extinguishers Written Proof of Competence of above appointee available on Site.



Construction Regulations 10	Working at Heights	<p>Medical Report available for each operator available on site</p> <p>Record of Daily inspections kept</p> <ul style="list-style-type: none"> <li>- Competent Fall protection Plan Developer</li> <li>- Fall protection plan communicated to all employees</li> <li>- Fall Arrest Plan communicated to everyone.</li> <li>- All Harness to be 1.2m building is 4.2 meter high</li> <li>- All people working on heights must have medicals approved</li> <li>- Risk assessment done</li> </ul>
OHS Act 1993	OHS Budget COVID-19 Budget	OHS Cost Estimate must be submitted before construction commence. Must be approved by OHS agent and QS.

## 11. ANNEXURE – C Budget

ITEMS COSTED		ESTIMATED COST
1	Health and Safety File as per OHS Specifications	R
	Health and Safety Plan inclusive of Fall Protection Plan (Full Health and Safety File) Inclusive of Covid-19 Specifications	R
2	PERSONAL PROTECTIVE EQUIPMENT	
	Overalls	R
	Hard hats	R
	Safety boots / shoes	R
	Gloves ( take note of different task)	R
	Ear plugs or Ear Muffs	
	Respiratory Equipment	R
	Mask (Construction Work)	R
	Goggles / Safety Glasses	R
	Safety Harness	R
	Rescue Equipment	R
	Hazchem Spill Kit	R
	Shield helmet (welding)	R
	Certified Chain slings	R
	Cloth Mask or disposable mask per employee	R
	Other	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		
ITEMS COSTED		ESTIMATED COST
3	FIRE FIGHTING EQUIPMENT	
	Fire extinguishers ( take note of different risk)	R
	Other	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		
ITEMS COSTED		ESTIMATED COST

4.	HEALTH AND SAFETY PERSONNEL	
	Safety Manager	R
	Full time safety officer	R
	COVID-19 Compliance Officer	
	Full time safety representative	R
	First aider	R
	Hazchem Supervisor	R
	Fall Protection Planner	R
	Fall Protection Supervisor	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
5.	LIFTING MACHINERY AND EQUIPMENT	
	Annual inspections and load testing as per legal requirement	R
	Certification of all lifting gear during the course of the project	R
	Third party inspection	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
6.	INSURANCES	
	COLID cover for the project	R
	Liability insurance	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE ITEMS		

ITEMS COSTED		ESTIMATED COST
7.	TRAINING	
	Health and safety representatives	R
	H & S Supervisory training	R
	First aid training	R
	Fire fighting	R
	Legal liability training	R
	Risk assessment training	R
	Working at Heights Training	R
	HAZCHEM Training	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION		

ITEMS COSTED		ESTIMATED COST
8.	SIGNAGE	
	All signage as required by law: regulatory, warning and information	R
	Posters for awareness health and safety	R

	Posters on COVID-19 for site A3,A5	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		
ITEMS COSTED		ESTIMATED COST
9.	ELECTRICAL	
	Locks required for lockouts	R
	Tags	R
	Permit books	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE BOQ		

ITEMS COSTED		ESTIMATED COST
10.	COVID-19	
	Provision of Non Contract Infrared Thermometer	R
	Hand Sanitiser Foot Petal Stand	R
	Cleaning Materials COVID-19	R
	Hand Sanitiser	R
	Paper Towels	R
	Daily Cleaning and Disinfecting of facilities& Vehicles	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE BOQ		

ITEMS COSTED		ESTIMATED COST
11.	Legal Requirements	
	Medicals for all employees	R
	Working at heights medicals	R
	Sewer Inoculations	R
12.	Environmental	
	Water for Drinking and Washing hands mobile stations throughout the site	R
	Hand soap	R
	Toilet Paper	R
	Ablution Facilities	R
	Other	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE BOQ		

ITEMS COSTED		ESTIMATED COST
13.	ASBESTOS Removal	
	Registered Contractor	R
	Medicals of Employees	R
	Disposal of Waste	R
	Disposable PPE	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE BOQ		

This list is not exhaustive and contractors may expand all levels to include all relevancy H & S expenditure

**The Clients Principal Agent Approval:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PRINCIPAL CONTRACTOR**

Principal Contractor Representatives Acceptance: Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## 12. Annexure D






### CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY FILE

1.	Index of OHS File
2.	Letter of good standing COIDA
3.	Department Of Labour Notification of Construction Work
4.	Occupational Health and Safety Policy signed by CEO, dated as well as review provision. Other policies must be signed. All policies must be communicated to worker and evidence there off on file.
5.	PC Appointment Letters and Organogram with competency and statutory registrations.
6.	Medical Assessment records: OHS pre-medical fitness for work (CR annexure 3).ID documents of all workers. Surveys: Working at heighs, Ergonomics, COVID-19 screening
7.	PC Letter of approval of OHS plan and file
8.	Health and Safety Plan must include Covid-19 management plan
9.	Mandatory Agreement 37(2) between Client and the Principal Contractor
10.	Client Health and Safety Specifications and Baseline Risk Assessment + COVID-19 OHS Specifications and Baseline Risk Assessment
11.	Audit Reports ( external and internal)
12.	Organogram and All Signed Legal Appointments with Evidence of Competency (CV's + Certificates) with Duties and Responsibilities with Medical Certificates of Fitness of all employees
13.	Induction Programme for employees, visitors and Sub-contractors
14.	Risk Assessments and Risk Matrix and Review Process and Evidence of Facilitation Inclusive of COVID-19
15.	Updated list of Sub-Contractors and 37(2) Agreement between Principle Contractor and Sub-Contractor
16.	PPE Procedure, PPE Matrix and Evidence of Control
17.	Principal Contractor H&S management processes (method statements or operating procedures)
18.	Safe Work Procedures and Evidence of Facilitation
19.	Emergency Procedure and Evidence of Facilitation with Detail emergency contact numbers
20.	Hazardous Chemical Management with list of MSDS (updated regularly)
21.	Fall Protection Plan (must be done by a competent person)
22.	Environmental Management system
23.	Waste Control Plan
24.	Incident and Accident Procedures and Evidence of Facilitation ( Inclusive of COIDA forms (WCI.2 and WCI3), Annexure 1)

25.	Security Process and procedures with Evidence
26.	Sub-Contractor Management (include Sub-Contractor Audits)
27.	Training and Tool Box Talk Programme and Evidence of Facilitation
28.	OHS Act no 85 of 1993 and Construction Regulations 2014
29.	Safety Inspections/ Safety Registers (example: ladder checklist, Hand tools, first aid box, fire extinguishers, Incident register, Power tools register, concrete mixer register, generator, facilities checklist etc.)

BASELINE RISK ASSESSMENT

PROJECT NAME: TSOLWANA GAME RESERVE

P.P.E. & SAFETY EQUIPMENT	
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>

Injury Potential	Frequency of Occurrence	Environment	Health Risk Potential
0- No Injury	0- No Occurrence	0- No Effect	0-No Health Risk
1-Minor Injury(First aid)	1- Occurs very seldom	1- Minor Effect	1- Minor health Risk (fixed immediately)
2-Medical Injury requiring hospital or Dr. (no Lost time)	2- Occurs occasionally	2- Serious Effect	2- Medium health Risk (short term disability & effect)
3-Medical Injury requiring hospital or Dr. (Lost time)	3- Occurs Often	3-Very Serious Effect	3- Serious health Risk (Long term disability & effect)
4- Fatal or permanent disablement	4- Could/Has happened/Fatality	4- Catastrophic Effect	4- Major health Risk (Permanent disability & effect)

**Risk Rating/ Priority Factor**

13-16	R	Potentially Catastrophic/Action need immediately
9-12	H	Potentially Major/Action to be taken within 24 hours
5-8	M	Potentially Serious/Action to be taken within 48 hours
1-4	L	Potentially Minor/Action to be taken within 7 days

RISK EVALUATION

ACTIVITY (Work to be performed)	POTENTIAL HAZARD (Injury/Damage/Loss)	POSSIBLE RESULT	Injury Potential	Frequency of occurrence	Health Risk	Environmental	Rating	Priority Rating	PREVENTATIVE MEASURE	RESPONSIBLE PERSON FOR MITIGATION OF RISK
<b>Site Establishment</b>										
<b>File Approval as per OHS Requirements and Client Specification</b>	Work commencing prior to file being available and approved.	DOL closing site Injured person has not insurance.							No Work Commencement until approval has been signed off.	OHS AGENT
	No valid registration on COID.								Baseline Risk Assessment	
	Expired Documentation( eg. Competencies, equipment load test, medicals, work permits)	Higher injury rate	4	4	4	4	16	R	Client Health and Safety Specification.	
	Documentation not available or approved as per require Clieen Spec and OHS act.								Site Conditions evaluation.	
<b>Legal Appointments and Competency</b>	Employees appointed not in possession of required or valid competencies as per Client Spec and OHS Act.	Compromise on construction work	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principal Contractor
	Appointment not as per legal requirements								Baseline Risk Assessment	
	Lack of experience for appointed position.								Client Health and Safety Specification.	
<b>Required legal documentation as per OHS act</b>	Documentation not Site Specific.	Site Safety compromise							No Work Commencement until approval has been signed off.	Principal Contractor
	Policies and Procedure not in place and approved.								Client Health and Safety Specification must be adhere to	
	Employees not trained in Policies and Procedures and legal requirements.		4	4	4	4	16	R	Baseline Risk Assessment will guide contractor	
									Training Needs analysis to be conducted by Contractor.	
<b>Risk Identification</b>	Method of works not site specific	Hazards not identified and not communicated	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principal Contractor

[illegible]



	Notification not containing the correct information as required by the DOL. Or the Permit not done by a Professional Agent	Delays in work/ Financial Constraint	4	4	3	3	14	R	Notification to contain the minimum required information and to be submitted as legislated to prevent work stoppages from DOL.		OHS Agent
	Notification of constructionor application for Permit not submitted in the prescribed timeframe.	Safety and environmental issues will not be dealt with intime	4	4	3	3	14	R	Permit to contain the minimum required information and to be submitted as legislated to prevent work stoppages from DOL.		
-											
Client and Designer Duties	Client not following requirements as stipulated in the regulations.	Environmental Impact on site and Financial Disaster	4	4	4	4	16	H	Client to follow legal requirements as stipulated in the regulations before and during the construction process.	Client	
	Designer not-appointed in writing and not made aware of their duties.		4	4	4	4	16	H	Designers on the project to sign agreement in acknowledgement of their duties on the project.		
	Designer not following their legal duties throughout the project.		4	4	4	4	16	H	Designers to conduct the required inspections and review the required documentation as stipulated in the regulations.		
			4	4	4	4	16	H			
Site preparation											
Inspecting the Site by conducting walkthrough	Uneven surfaces, Open Holes, environmental disturbance, snake or any other creatures habitat	snake bites, fall and trip	4	3	2	0	9	M	Communication of required documentation.	Principal Contractor	
	Obtain the exact site office location from client. Check Site conditions	Financial lost, Environmental concern	4	3	2	0	9	M	Communication of required documentation.		
clearing and grubbing of vegetation with grader/ loader or excavator	Dust, Trees and Shrubs hurting employees, Stones letting employees slip or fall. Snakes	snake bites, Foot injury. Lung disease.	4	3	3	0	10	M	Supervision and proper PPE. Give toolbox talk on safety. Mark boundaries and mark areas with existing service.		
	Hand injuries when handling chains to tie the plant/Equipment on the lowbed or rollback.	Body injury							Training on proper use of PPE. Work under supervision of site supervisor. Use trained lowbed and rollback operator with drivers license and PDP. Checking if equipment is tightly tied before moving. Ensure all slings and chains are certified for correct load mass.Ensure that area to off load is stable.		
Loading and off loading of Office Containers; Changing facilities; ablation facilities; mobile plant and equipment			4	3	2	0	9	M			

Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one way traffic to be introduced	Restricted access to parking and delivery areas to storage areas.	Damage to transport and plant	4	3	0	0	7	M	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Principal Contractor
	Parking of vehicles and visitors									
Demarcated parking area for plant on site	Traffic colliding with the plant and equipment	Financial Implications	4	3	3	1	11	M	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Principal Contractor
	Traffic colliding with the plant and equipment	Financial Implications	4	3	3	1	11		Parking area must be made safe with poles or hindrance for cars to move forward because of slop. Proper signage with parking areas and report to reception must be done. Cars will not be allowed to park in road or side of street.	
Demarcated parking area for visitors on site										
Traffic Accommodation										
Planting temporary road signs	Workers/ Visitors Run over by vehicles traveling on the road	Fatality, broken body parts	4	3	0	0	7	M	Temporary safety signs to be put in place to warn approaching traffic of the Construction work ahead. All workers to wear high visible reflective vest, overalls, etc.	Principal Contractor
Delivery of Concrete Works	Big Heavy trucks could cause traffic hold up.	Car Accidents, Huge environmental hazard	4	4	4	4	16	R	Communication with residence will be made when delivery is made, for all concrete trucks and heavy vehicles to site. Supervision will be on high alert during delivery times. Prior planning will be done before any delivery on site to prevent incidents and chaos.	Principal Contractor
Induction										
Induction and training	injuries due to employees not aware of danger in work area	injury disability and property damage	2	4	3		9	M	Inductions- Employees to be informed to all hazards, policies and Risk, SWP and Method statements in the work area as well as the recommended precautionary measures	Principal Contractor
									Site specific induction to be conducted to all employees, subcontractors and visitors	
									employees to trained on all tools and equipment	

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<b>Eating areas</b>	Poor hygiene conditions on site and this could lead to diseases	Diseases and unhygienic conditions	4	4	4	4	16	R	Adequate, clean and shaded eating area to be ensured. With running water and soap to wash their hands	Principal Contractor
<b>Waste</b>	Poor hygiene conditions on site and this could lead to diseases and bad housekeeping could lead to incidents	Diseases and unhygienic conditions	4	4	4	4	16	R	Separate waste bins for different waste categories to be available and identified. Waste disposal plan and schedule must be maintained. Skips must have lids. Proper supervision and waste control plan	Principal Contractor
<b>Environmental Control</b>										
<b>Environmental risk</b>	Environmental Impact on site	Environmental Impact on site	0	2	2	4	8	L	Ensure all waste areas controlling hazardous waste is kept clear. Ensure Construction area are well demarcated and screened off.	Principal Contractor
			0	2	2	4	8	L	Ensure all spills are reported immediately. Ensure drip trays are used when the risk to spillage is high	
			0	2	2	4	8	L	Ensure the waste storage area has sufficient capacity. Ensure that all loose materials are covered and tied down to prevent wind picking the loose items out of the storage area or facility	
			0	2	2	4	8	L	Ensure all hazardous waste is removed to an approved dumping site/facility	
<b>Concrete work spillages</b>	Flow of run of concrete works	zero plant regrowth, change to environmental surroundings.	0	4	4	4	12	R	All Concrete works will be done with careful planning to avoid spillage. Only small concrete works will be done on site. Bund wall with catchment area were made to accommodate for contaminated flow concrete. Big concrete works will be delivered by ready mix concrete truck. Supervision and DSTI will be done with all concrete works on site. This will ensure workers and environment are protected at all times. All cement bags will be discarded of safely in waste bins.	Principal Contractor
<b>Fencing off Construction work</b>										
<b>Temporary hoarding to separate public and construction work. Existing boundary fences.</b>	The erector must follow the specific position as required.	Environmental Impact on site	3	1	2	3	9	M	The site must be fenced off as a minimum with diamond mesh fence 1.8 meters in height.	Principal Contractor

	When digging for fence poles, services can be damaged.	Injuries to workers and other services	3	1	2	3	9	M	Fence installation areas to be demarcated with netting when posts and fence is being installed.
	When posts get knocked in, it can damage services.	Damage of services	3	1	2	3	9		Supervision and Information from Civil Engineers
Stepping on open trenches	Foot injury	Leg injury sprains and fractures	3	1	2	1	7	M	Dug holes to be covered with a board, be barricaded and marked with a danger tape.
									Poles for fence to be planted the same day.
									All workers will be informed of the danger of leaving open hole without covering it.
									Warning signs to be put in place.
Constant bending and twisting whilst digging trenches	Muscle injury	Back Injury	3	1	2	1	7	M	All workers to be trained on proper handling of hand tools used when digging holes.
	Theft of plant & equipment on property. Access to unauthorised persons	Financial lost	3	1	0	1	5	L	Security guards to be appointed to keep watch. Supervisor to put proper control measures in place
Security	No security in place at entrances to construction site.								The principal contractor must appoint full time security personnel to control the access onto site at all times.
	Unauthorized entry to site.								Dedicated access control sign books to be available for visitor sign ins.
	Theft of materials and equipment.								
Storage of Hazardous chemicals									
Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun	Fire explosion leaking gas may spread if to close to other buildings.	Damage to property and plant. Health of employees	4	3	4	3	14	H	Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are according to standards.
Stacking and storage	Employees not inducted.	Injury on body	2	1	2	3	8	M	All workers and visitors to be inducted before entering the site
Clear delivery to site office sign	Employees being struck by delivery vehicles.	Injury to body; Disabling and even fatal	4	1	4	1	10	H	Walk ways and roads clearly indicated and correct safety signs posted. Speed limit 20km/h
	Material falling onto employees while offloading by hand or crane truck	Injury to body; Disabling and even fatal	4	1	4	3	12	H	Supervisor to coordinate and supervise offloading.



Stacking of materials	Stacks collapsing or falling over onto employees	Injury to body; Disabling and even fatal	4	1	4	3	12	H	Adequate storage areas shall be provided that are demarcated and kept neat and under control. The base of storage areas shall be level and capable of sustaining the weight exerted on it by its stack. Pallets and containers are in good condition and the stacks are stable and do not overhang.
Fetching materials at demarcated area	Loss of materials, tripping over materials	Injury to body or feet, hands	4	1	4	1	10	H	Demarcate storage area of brick, re-inforcement steel, etc.
<b>OFF LOADING OF MATERIAL FROM TRUCKS</b>									
Loading of Spoil/ rock material	Rock could fall on vehicle of oncoming traffic.	financial damage to vehicle: insurance claim	4	3	0	0	7	M	Supervisor to assist loading of materials and keep the area clean at all times, Trained and competent operators to fulfill these duties.
	Rocks or materials could fall on road surface.	financial damage to vehicle: insurance claim	4	3	0	0	7	M	Supervisor to assist loading of materials and keep the area clean at all times
	Damage of motor vehicle through stone chips	financial damage to vehicle: insurance claim	4	3	0	0	7	M	Supervisor assisting loading of materials on trucks
<b>WORKING AT HEIGHTS: Ladders</b>									
Use of ladders	Incorrect use of ladders.	Fatality, broken body parts	4	4	4	0	12	H	Ensure anchorage point is of sufficient strength, to prevent an employee from falling.
	Ladder not supported at the top and bottom.	Fatality, broken body parts	4	4	4	0	12	H	Ladder to be supported at the top and bottom ends, to ensure stability during performing of task.
	No anti-skid devices fitted at the bottom.	Fatality, broken body parts	4	4	4	0	12	H	Anti-skid devices to be fitted at the bottom of ladder, numbered and on register.
									Where reasonably practical, employees to wear safety harnesses when working from ladder. Lanyards to be secured to an anchorage point other than the ladder.
	Use of Ladder longer than 4 meters	Fatality, broken body parts	4	4	4	0	12	H	Always connect lanyard to suitable anchorage point above you.
<b>Use of scaffolding</b>									
Use of scaffolding	Employees working from unsafe scaffold.		4	4	4	0	12	H	Competent appointed scaffold erector.

Erecting Scaffolding	Unsafe, collapses equipment Hurting of employees,	4	4	4	4	0	12	H	Ensure stable ground area for erection of Scaffolding. Scaffold to be tagged when safe for use or not. Scaffold tag to show maximum load ability. Scaffolding to be inspected on a daily basis by a competent person	Principal Contractor
Use of damaged safety harnesses.	zero protection, head injury, fatality	4	4	4	4	0	12	H	Always check PPE daily and get adequate PPE for task	
Employees working at different heights without using safety harnesses.	Fatality, broken body parts	4	4	4	4	0	12	H	Base area of scaffold building or dismantling, to be barricaded.	
Lanyards not hooked onto anchorage point of sufficient strength.	Fatality, broken body parts								Life lines to be fitted onto steel beams, to allow for safer movement or a scaffolding is to be erected to accommodate employees working on structural steel beams. Employees to 'straddle walk' beams, no walking on beams will be tolerated.	
Climbing with tools and equipment, Housekeeping	Slip and fall, fatality, broken body parts	4	4	4	4	0	12	H	Ensure working surfaces for example scaffold is kept clear of any obstructions, which could lead to someone tripping and falling.	
Climbing and working on scaffolding	Slip and fall, fatality, broken body parts	4	4	4	4	0	12	H	Nobody is permitted to walk on cable racks, scaffold to be used for this purpose.	
									Openings to be barricaded by means of scaffolding handrails or similar and covered.	
									Employees to follow correct changeover procedure, one lanyard to be secured at any given time.	
									Ensure firm handgrip whilst climbing.	
		4	4	4	4	0	12	H	No working on wet surfaces will be permitted. This includes scaffold and structural steel beams.	
									Working surfaces to be kept clean and free from excess tools and equipment, which can cause to be tripping hazards.	
									Working at heights will be restricted during inclement weather conditions.	
									When working at night, ensure that sufficient lighting is provided for employees who will be working from heights.	

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<b>Lifting Concrete with TLB bucket</b>	Workers getting hurt, damage to existing structures or services	Property Damage/ Head or body injury	2	1	2	1	6	M	Workers to be advised to stand clear of the path of the bucket
<b>Caring concrete distances/heights</b>	Wheelbarrow may slip/ concrete spill	Workers fall of slope, hand & arm injury	2	1	2	1	6	M	Safe distance traveling as well as good control with wheelbarrow/bucket
<b>Vibrating concrete</b>	Concrete splash from vibrating. Operating the poker	Eye injuries/Hand Injuries	1	1	2	1	5	M	Safety gloves, goggles and proper working space
<b>Casting concrete for the walls</b>	Workers falling due to: not using safety belt, insufficient scaffold planks, workers receiving concrete whilst standing on rebar	Injury to body; Disabling and even fatal	4	1	4	1	10	H	Provide safety belts. Use correct scaffolding. Provide planks and handrails on rebar
<b>Casting concrete for the floors</b>	Concrete coming in contact with the skin	Injury to the feet and legs	2	1	2	1	6	M	Wear long rubber boots
<b>Ready mix Concrete Delivery</b>									
<b>Deliver of ready-mix concrete to site</b>	Preparation for concrete needs to be signed of and ready for inspection before concrete mix arrive on site	Financial loss implication/ Environmental disaster	4	4	4	4	16	R	Competent person to do quality checks before concrete mixture arrives. Method statement, SWP must be developed and followed.
	Concrete mix test cubes		4	4	4	4	16	R	Quality management checks must be top priority for the Construction manager to ensure lab test gets done and filed. All concrete approval must be signed by engineers appointed on the project
<b>Brick Work</b>	Quality Strength of Concrete mixture could be incorrect	Proof Strength of Concrete is important for quality checks	4	4	4	4	16	R	
	Untrained banksman	Fatality of employees or any pedestrian while delivery of concrete	4	4	4	4	16	R	Appoint Competent banksman on site. Ensure all SWP are adhere to
<b>Stacking and handling of bricks</b>	Inadequate stacking and storage of materials.	Injury to hands and fingers	1	2	2	0	5	M	safety boots and helmets compulsory on site. Nails must be removed when formwork is done.
<b>Movement and stacking and handling of bricks and formwork as well as working at heights</b>	Workers getting injured by falling objects, portuding nails, etc.	Injury to all parts of the body	1	2	2	0	5	M	The necessary personal protective equipment must be worn on site. And SWP must discussed in toolbox talk
<b>Use of plant machinery to transport or bricks to specific height or work area</b>	Accident- construction vehicles hitting worker.	Injury to body; Disabling and even fatal	4	1	3	0	8	M	High visibility vest must be work at all times. Worker induction to be done to all new workers before entering the site.
<b>Handling of bricks</b>	Hand injuries	Injury to body, head	2	1	2	0	5	M	PPE must be worn when required and toolbox talks to be held with work force weekly and the registers kept on file. Gloves must be wearred at all times.

Principal Contractor

Handling of bricks, cement and dust	Air borne contaminants exposing workers,dust.	Injury to body, health hazard	2	1	3	1	7	M	Dust mask must be worn as last resort,Workers must be made aware in toolbox talks when working in dusty area.Supervision needed in this regard.	
Handling of bricks and cement and other material	Materials and rubble obstructing walkways and area of works.	Injury to body; bruises to hands. health hazard	2	1	3	1	7	M	The supervisor to make sure that area are cleaned up and stored in demarcated.Housekeeping must be excersised regurlarly.	
Cutting of Bricks	Use an angle grinder	Injury to fingers - eyes, bruises to fingers/ hands	2	1	2	0	5	M	Competent person to use the grinder. Cutting of bricks must be done by competent person.Gloves, goggles and ensure safe working procedure with machinery.	
Celling & Partitions										
Transport Equipment and Employees to site	Defective trucks & trucks can cause accidents resulting	fatalities, serious injuries and damage to plant, equipment	4	1	4	3	12	H	All drivers must have licence and PDP. Truck must be equipped with sitting area and not have tools with employees.	Principal Contractor
Off loading equipment and material on site by hand	Equipment and material	Injuries to the hands,arms,feet,back and legs	3	3	3	2	11	H	Supervisor to ensure that the equipment and material is not to big and to heavy to pick up and off load by hand. Ensure proper PPE	
Install Partitions at ground as well as elevated levels	Fall of equipment or partition boards. Workers may fall from heights	Fatality or persons. Serious head or foot injuries	4	3	4	0	11	H	Proper supvision with inspections done on all slings and lifting equipment. Competent persons doing installation of ceiling and erection of scaffolding and working on ladders will follow strick SWP	
Roof Trusses			3	3	2	1	9	M		
Working at elevated position	Person trip and fall. Falling from heights	fatality, bodily harm	4	3	4	2	13	R	Persons must be competent and fully medical assess for working at heights	Principal Contractor
	Harness or fall arrest equipment failure	fatality, bodily harm	4	3	4	2	13	R	Fall prevention and fall arrest equipment must be attached to a secure structure and where this is not possible, a secure lifeline is to be installed	
		fatality	4	3	4	2	13	R	Fall prevention and fall arrest equipment will be visually inspected before use and the findings recorded on a register	

		Slip, fall and visibility not good	fatality and Drown	4	3	4	2	13	R	Employees will not be allowed to work at elevated heights during inclement weather conditions
		Fall arrest equipment not fastened correctly or not hooked on to life line correctly as well as care and use of equipment								Training on all fall arrest equipment on how to use it and take care of the equipment
	<b>Wearing fall arrest equipment like harness</b>		fatality and Drown	4	3	4	3	14	R	
	<b>Working with tools at elevated position with people at the bottom</b>	Tools could fall on someone or something and could injure or have a great financial loss								Always assess and scan working area communicate on what work will be done that day and make sure safe working procedures are in place for working with tools
	<b>Working at heights</b>	Falling down	Injury or financial damage	3	3	4	3	13	R	
		Trusses could fall, injure persons below or push employee over the roof	Fractures, bruises, cuts, fatal injury	4	3	4	3	14	R	Safety belts, life lines required
	<b>Lift roof trusses to top of building</b>		Damage to trusses, fractures or bruises or fatal injuries	4	3	4	3	14	R	Securely fasten trusses to prevent falling. Use proper sling or rope
	<b>Erect trusses</b>	If not secured properly, trusses could fall; tools falling down	Damage to trusses, fractures or bruises or fatal injuries	3	3	4	3	13	R	Securely brace trusses- prevent falling. Erect one truss at a time. Tie tools(spanners) to a rope
	<b>Line up trusses</b>	Correct levels; sagging of roof or ceiling							H	Engineering and architecture drawings must be followed and QMS must be signed to ensure QMS of levels of Trusses.
	<b>Position and fix purlins for sheeting</b>	Correct levels alignment	Poor quality	3	3	3	3	12	H	
	<b>Roof Sheeting Installation</b>		Poor quality of work	3	3	3	3	12	H	
	<b>Arrival on site</b>	Parking of Public roads, weather conditions, breach of site safety	Bump by vehicles, slip.	2	3	2	0	7	L	Do not park on busy road, concentrate on safely accessing the site. Use proper PPE. Liaise with site office, Plant task, be aware of weather forecast.
		Injury from unloading and setting up of metal sheets	Lacerations, Bruising, Legs getting cut, fall and slip	3	3	2	0	8	L	Establish clear zone, Identify trip hazards, do daily task inspection checklist with workers.
		Faulty incomplete frame	Wet might fall	3	3	2	0	8	L	Do not commence work if frame is faulty or unbraced
	<b>Setting up of Roof Sheets for Installation</b>	Muscle injury	sprains and strains of muscle	2	3	2	0	7	L	stretching up exercises are recommended upon arrival to site. Use lifting techniques.
		Power lines	electrical shock to body	4	4	4	0	12	H	check and identify all power lines get authority to work close to power line
		Tools fall	head injuries, foot injuries	3	2	2	0	7	L	tool bag or holder must be proper strapped onto body or safety line

Principal Contractor

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Leftover paint and thinners to be returned to the store after the day's shift together with empty containers	Allowing access to other employees of dangerous substances. Possible ignition by flame or smoking	Damage to property in the event of explosion or fire	2	3	4	3	12	H	Employees must be trained in the use of material data sheets
	Incorrect handling	Injury to hands, eyes, lungs	3	3	3	3	12	H	Employees must be trained in the use of material data sheets
Material safety data sheets to be available for paint and thinners used in case of an emergency, Indicates the conditions required in storing the materials	Contact with other materials that not compatible	Damage to property	2	3	3	3	11	H	Trained level 2 first aiders on site
	Painters exposure to materials	bodily harm, skin disease, eye contact	3	3	3	3	12	H	Proper PPE(mask) will be worn by all painters
Check if sufficient ventilation is taking place in work area and be aware of it at all times while painting	Lack of knowledge of first aid/medical treatment		3	3	3	3	12	H	Ventilation of the utmost importance and should be brought to attention of all painters. Supervisor to monitor on a daily basis
	Without sufficient ventilation a build-up of combustible substance may occur and cause an explosion	Injury burns to body	3	3	3	3	12	H	
		Possible fatality	3	3	3	3	12	H	
		Damage to property	3	3	3	3	12	H	
		Loss in production	3	3	3	3	12	H	
Always replace the lids on the paint or thinner tins after use	Increase of vapour in area	Explosion – fire	3	3	3	3	12	H	Employees to be inducted to close all containers after use. Do good housekeeping and wear proper PPE. Make sure all SWP regarding the painting team are facilitated to all employees.
	Spillage of paint or thinners	Loss of material	3	3	3	3	12	H	
Ensure that the overspread will not contaminate anything or other employees		Polluting the environment	3	3	3	3	12	H	
	Unauthorised people in the working area	Damage to material	3	3	3	3	12	H	Employees to be inducted to close all containers after use. Do good housekeeping and wear proper PPE. Make sure all SWP regarding the painting team are facilitated to all employees.
		Injury to eyes, lungs	3	3	3	3	12	H	
		Polluting the environment	3	3	3	3	12	H	
Check if fire extinguishers are at hand and in working order		Gravity of injury increases	3	3	3	3	12	H	The correct type of fire extinguisher for the products used is to be close to work area. Fire Marshal must be trained to work or have knowledge of fire extinguishers. Train the painters as well. Discuss SWP. Registers must be done for fire extinguisher.
	Absence of fire extinguishers	Property damage increases	3	3	3	3	12	H	
Ensure that lights used are flame proof and positioned as far as is practical from the painting operation		Explosion injury	3	3	3	3	12	H	Only flameproof light fittings to be used by paint section. All lights will be switch off inside building while painting. Ventilation while working with paint will be high priority risk mitigator
	Light fittings that are not flame proof may cause a spark or vapours may penetrate the fitting and cause a short which will in turn cause an explosion	Possible fatality	3	3	3	3	12	H	
		Damage to property	3	3	3	3	12	H	
Welding-grinding should never be permitted close to where painting is being done	Flame and sparks might ignite the vapours caused by paint and thinners	Explosion causing injury	3	3	3	3	12	H	SWP will be facilitated to all workers. Signs will be posted to make sure no welding or high

		Possible fatalities	3	3	3	3	3	12	H	flammable and high risk task will be done while painting is in process. No smoking signs must be posted and strick controls by supervision	
		Damage to property									
First aid box is to have large burn shield available in stock	Incorrect treatment of burns	Could change results of incident from injury to fatal	3	3	3	3	3	12	H	First aid box to be readily at hand and not too far from painting workplace. Level 2 first aider must work in area close to painters at all times	
Tiling											
Induct personnel into task / site	People unaware of task & hazards. Personal injury / equip. damage	Personal injury, muscle and finger injuries	3	2	3	3	3	11	H	All persons to be OHS industry inducted / site inducted. Consulted / toolbox talk on SWMS. Ensure work area clearly identified	Principal Contractor
Unloading equipment	Equipment falling from vehicle. Manual handling injuries. Being struck by equipment. Crush hands, cuts. Slips, trips & falls	Crush hands and fingers cuts, Slips trips and falls								Training employees in manual handling. Use two-person lift when required. Use a trolley or pallet jack to move tiles, adhesive and tools to work area. Use PPE such as riggers gloves. Team lifting where required. Unload equipment on clear, level area	
Setting Up	Crush hands, cuts.		3	2	3	3	3	11	H	Use riggers gloves when moving sharp objects.	
	Slips, trips & falls.		3	2	3	3	3	11	H	Clear rubble and access to work area..	
Mixing adhesive	Electrocution.	Lung, skin and eye irritation from exposure to silica dust.								Ensure mixing drill has current test tag. Ensure RCD protection at the power source. All leads to have current test tags and to be elevated using insulated stands. Open containers of adhesive in a well ventilated area. Wear dust mask and safety glasses	
			3	2	3	3	3	11	H		
	Electrocution.	Lung, skin and eye irritation from exposure to silica dust.								Ensure cutting equipment has current test tag. Ensure RCD protection at the power source. All leads to have current test tags and to be elevated using insulated stands.	
			3	2	3	3	3	11	H		
Cutting tiles	Lung, skin and eye irritation from exposure to silica dust.	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	3	11	H	Use wet-cutting where possible. Ensure enough water/coolant is supplied to the work area to suppress dust. Ensure P2 respirators are provided where there is still a likelihood of exposure.	

	Cuts & other injuries from blade / cutting wheel	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	11	H	Check for smooth sliding operation of cutter. Ensure the cutting blade is not loose. Ensure that the tile is properly supported and won't slide or move. Ensure the cut-off will fall safely or will be supported. Check floor is clear of obstructions and debris. Remove any off-cuts at the end of the working day. Operator position must be comfortable, no reaching or working off balance. Keep hands/fingers well clear of cutting blade.
<b>Plumbing</b>									
<b>Installation of Taps</b>	Incorrect tools used could get hurt	injury on hands or feet	3	3	2	3	11	H	Use correct tools. All make sure your tools are in good working conditions. Do checklist on tools daily. Report Faulty tools
	Water not switched or valve not closed could lead to burns	Skin burns or hot water	3	3	2	3	11	H	make sure valves is closed before attending to plumbing or geyser problem
	Hands could get hurt installation of small materials	hand and finger injury	4	3	2	3	12	H	Us correct hand gloves for plumbing
<b>Installation of Toilet Cistern</b>	Long term disease working with human waste and sewer	hepatitus B and A	4	3	2	3	12	H	All workers must be vaccinated for working at sewers
			4	3	2	3	12	H	Use trained and competent workers to do the job. Ensure clean water and soap on site to wash hands
			4	3	2	3	12	H	must do vaccination. Use gloves and mask at all times. Trained staff to do the work
			4	3	2	3	12	H	Work with bucket to put all waste in and dispose of all waste according to policy
			4	3	2	3	12	H	Avoid touching face, mouth while doing waste and sewer work.
<b>Cleaning of blocked Sink and Waste and toilets</b>	Long term disease working with human waste and sewer	hepatitus B and A	4	3	2	3	12	H	Avoid touching face, mouth, eyes, nose, or open sores and cuts while handling human waste or sewage.
			4	3	2	3	12	H	After handling human waste or sewage, wash your hands with soap and water before eating or drinking .
			4	3	2	3	12	H	After handling human waste or sewage, wash your hands with soap and water before and after using the toilet.

[illegible]



Wiring to be near connections to be twisted or lugged as per good wiring practices standards	Bad wiring may cause wires to touch or getting loose	Fires or injury of employees and damage to property	4	4	4	3	15	R	Make sure you read the electrical transformer manufacture instruction provided to do detailed torque requirements.Do faulty equipment check. Do visual check. Toolbox talks before every job	Principal Contractor
	Electrocution and fire to people. Damage to property	Injury to people and damage to property	4	3	3	2	12	R	Communication with all involve especially community to be careful and stay clear	Principal Contractor
Installation of temporary electrical supply	Electrocution	Injury to body parts	4	4	4	3	15	R	Permit to work system of other suitable means of control to be used when work on live systems is foreseen. operations will only permitted to work alone on live system	Principal Contractor
			4	4	4	3	15	R	Only competent electricians ae authorised to install or modify temporary supplies	
			4	4	4	3	15	R	CoC will be obtained for the installation of before being brought into use and after many modifications	
			4	4	4	3	15	R	Office stores and distribution boards will be regarded as permanent installations and use a 220V and EIR will apply	
			4	4	4	3	15	R	All Cables will be routed so as to prevent their damage and avoid tripping hazards	
			4	4	4	3	15	R	Fire extinguishers will be availale on site in vicinity of Distribution units. Level 3 first aider on site always	
Cable Pulling	Fire	3rd degree burns, skin cancer	4	4	4	3	15	R	Provide platforms and fall aresst system. Make sure all supervisors and working at heights staff understands the fall protection plan and fall arrest rescue plan. Only competent person may work at heights	principal Contractor
	Fall from heights	Fatality	4	4	4	3	15	R	Survey of cable run prior to wrok commencing to ensure route is clear of obstacles	
	Injury from part of overstressed cabkes	Injry to body parts	4	4	4	3	15	R	Only competent person to do the work. Do not work without supervision. All equipment must be inspected before work is done	
	Injury from contact with winches and pulleys	Injury to body parts	4	4	4	3	15	R	Work permit to be in place where work near live service is to take place	
	Contact with live lectrical cables	electrocution	4	4	4	3	15	R		
Protest and civil unrest										



Removal of Roof Tiles and Gutters	inhale of fibers of asbestos	Disease/ Long infection	4	4	4	4	4	16	<div></div> <div>R</div>	Approved Qualified and competent Asbestos Removal company will be appointed. Company must be approved by OHS Agent before work commence.	Principal Contractor
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**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.