



**EASTERN CAPE PROVINCE  
DEPARTMENT OF EDUCATION  
TENDER DOCUMENT**

**FOR**

**APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS  
AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL**

**EMIS NO: 200600012**

**DISTRICT: UKHAHLAMBA**

**TENDER NO: SCMU6-22/23-0005  
CIDB Grade: 6GB**

**Consisting of:**

**Volume 1: The Tender (Returnable) - This document**

**Volume 2: The Contract - Separate document**

**TENDERER: .....**

**CRS NO: .....**

Compiled for:

**SUPPLY CHAIN MANAGEMENT**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
5608

Website: [www.edu.ecprov.gov.za](http://www.edu.ecprov.gov.za)

Compiled by:

**DEPARTMENT OF EDUCATION (DoE)**  
**INFRASTRUCTURE DELIVERY**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
5608

**NOVEMBER 2022**

# THE TENDER (VOLUME 1)

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## **Part 1: TENDERING PROCEDURE**

## **T1.1: Tender Notice and Invitation to Tender (SBD1)**



## **TENDER NOTICE**

### **DEPARTMENT OF EDUCATION** **EASTERN CAPE PROVINCE**

Tenderers are hereby invited by **DoE** for the following contract, relating to APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL

#### **APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL**

#### **SCMU6-22/23-0005**

Limited to [CIDB Grade: 6GB Category or higher]

#### **Principal Agent**

Mr Q Msiwa

Tel: 040-608 4707

#### **Project Leader (DoE)**

Mr Q Msiwa

Tel: 040-608 4707

Tender documents will be available as from **12h00** on **Monday, 14 November 2022**. **Bid document with the necessary terms of reference could be downloaded from the Eastern Cape Department of Education website: [www.eceducation.gov.za](http://www.eceducation.gov.za)**, on payment of a non-refundable deposit of **R0.00** per document.

Completed tender documents in a sealed envelope endorsed with the project name, tender number and description must be deposited in the Tender Box, **Reception Area of the Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00** on **Friday, 02 December 2022** when tenders will be opened in public. The performance of the Contractor will be evaluated on a monthly basis and the overall performance report will be issued at the end of the project.

**Briefing Session: There will be no Mandatory Briefing Session**

#### **Tenderers shall take note of the following Bid conditions –**

- Volume 1 & 2 to be submitted
- Priced BoQ to be submitted
- Tenderers are required to have a CIDB contractor grading designation **6GB** or higher.
- Tenderers to tender within their CIDB category grade only (see above)
- An approved surety will be required
- Penalties for late completion will be enforced
- Late tenders will not be accepted
- Letter of Good Standing from the Compensation Fund or FEMA to be submitted with tender.
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES will result in the tender being eliminated
- Preferential Procurement Regulations, 2011 (B-BBEE) principles will apply, whereby a Bidder's submission will be evaluated according to the sum of the Award of Points in respect of the Bid value and the status of the enterprise.

- ❑ CIPRO/CIPC Certificate to be submitted with tender
- ❑ Adjudication criteria are as follows:
  - ❑ **80** Points for Price
  - ❑ **20** Points for B-BBEE status level of Contribution
- ❑ **A CERTIFIED COPY OF A VALID B-BBEE VERIFICATION CERTIFICATE VERIFIED BY A SANAS APPROVED RATING AGENCY OR A SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. IN THE CASE OF A JOINT VENTURE A CONSOLIDATED B-BBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED**
- ❑ Tender validity period is 120 (one hundred and twenty) calendar days.
- ❑ Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender
- ❑ An original valid SARS Tax Clearance Certificate/Pin must be submitted with the tender, in order to be considered. Failure for submission of Tax Clearance Certificate will result in elimination of tender. In the case of a JV, each partner must present an original SARS Tax Clearance Certificate.
- ❑ Form T2.2r (Compulsory Enterprise Questionnaire) must be completed by all or the tender will be eliminated.
- ❑ In case of a joint venture a two compulsory enterprise questionnaire must be submitted.

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

The BEE may or may not interview the bidder should it deem it necessary.

**Procurement Contact Official**

**Mr P Nxozana**

**Tel: 040 608 4524**

**[pakamile.nxozana@ecdoe.gov.za](mailto:pakamile.nxozana@ecdoe.gov.za)**

**Infrastructure Contact Official**

**Mr Q Msiwa**

**Tel:040 608 4707**

**[qiqile.msiwa@ecdoe.gov.za](mailto:qiqile.msiwa@ecdoe.gov.za)**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU6-22/23-0005	CLOSING DATE:	02 December 2022	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bids & Contracts Office, Private Bag X0032, BHISHO, 5605					
<b>OR MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT THE</b>					
Reception Area of the Department of Education, Steve Vukile Tshwete Education Complex, Zone 6, Zwelitsha					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr P Nxozana		CONTACT PERSON	Mr Q Msiwa	
TELEPHONE NUMBER			TELEPHONE NUMBER	040 608 4707	
FACSIMILE NUMBER	040 608 4524		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	qiqile.msiwa@ecdoe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



## **T1.2 Tender Data**

## T1.2: TENDER DATA

<b>Project title:</b>	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL		
<b>Tender No:</b>	SCMU6-22/23-0005		
<b>Advertising date:</b>	14 November 2022	<b>Closing date:</b>	02 December 2022
<b>Closing time:</b>	12h00	<b>Validity period</b>	120 Days

Clause number																																						
	<p>The conditions of tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423.</p> <p>The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.</p>																																					
C.1.2	The employer is the Eastern Cape Province <b>Department of Education</b>																																					
C.1.3.1	<p>The tender documents issued by the employer comprise:</p> <p><b>THE TENDER (VOLUME 1)</b>  <b>Part 1: Tendering Procedure</b>            T1.1 Tender Notice and Invitation to Tender (SBD1)            T1.2 Tender Data</p> <p><b>Part 2: Agreement and Contract Data</b>            C1.1 Form of Offer and Acceptance            C1.1a Final Summary of Bills of Quantities (C2.2)            C1.1b Standard Conditions of Tender            C1.2 Contract Data            C1.3 Form of Guarantee</p> <p><b>Part 3: Returnable Schedules/Documents</b>            T2.1 List of Returnable Documents            T2.2 Returnable Documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SBD4</td> <td style="width: 65%;">Declaration of interest</td> <td style="width: 20%;">Mandatory Requirement</td> </tr> <tr> <td>SBD6.1</td> <td>Preference points claim form in terms of Preferential Procurement Regulations 2017</td> <td>Mandatory Requirement</td> </tr> <tr> <td>SBD6.2</td> <td>Local production and content</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.1</td> <td>Certificate of authority for signatory</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.2</td> <td>Certificate of authority for joint ventures</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.3</td> <td>Schedule of proposed subcontractors</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.4</td> <td>Site inspection certificate</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.5</td> <td>Record of addenda to tender documents</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.6</td> <td>Capacity of Tenderer</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.7</td> <td>Relevant project experience - completed projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.8</td> <td>Relevant project experience - current projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.9</td> <td>Schedule of plant &amp; equipment</td> <td>Additional documents</td> </tr> </table>		SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2017	Mandatory Requirement	SBD6.2	Local production and content	Mandatory Requirement	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures	Mandatory Requirement	T2.2.3	Schedule of proposed subcontractors	Additional documents	T2.2.4	Site inspection certificate	Additional documents	T2.2.5	Record of addenda to tender documents	Additional documents	T2.2.6	Capacity of Tenderer	Additional documents	T2.2.7	Relevant project experience - completed projects	Additional documents	T2.2.8	Relevant project experience - current projects	Additional documents	T2.2.9	Schedule of plant & equipment	Additional documents
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	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement
	T2.2.11	CIDB grading certificate	Mandatory Requirement
	T2.2.12	Other certificates (certified copies to be inserted by tenderer), etc	Mandatory Requirement
		<ul style="list-style-type: none"> <li>• Certified copy of CIPC company registration certificate</li> <li>• Certified copies of ID's of shareholders, members, partners or sole owner</li> <li>• Letter of Good Standing from Bank where tenderer's primary transaction account is</li> <li>• Certified copy of B-BBEE verification certificate or sworn affidavit; a consolidated B-BBEE verification certificate or sworn affidavit to be submitted in the case of a Joint Venture</li> <li>• Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993</li> <li>• CSD Registration Summary Report dated not more than thirty (30) days prior to the tender closing date.</li> <li>• Original valid SARS tax clearance certificate and pin</li> <li>• Proof of locality of head office by way of certified copy of municipal account or lease agreement</li> </ul>	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
		Priced BoQ	Additional documents
	<p><b>THE CONTRACT (VOLUME 2)</b></p> <p><b>Part 1: Scope of Work</b></p> <p>C3.1 Scope of work</p> <p>C3.2 Health and Safety Specification</p> <p>C3.3 HIV/AIDS Specification</p> <p>C3.4 Contractors Reports</p> <p>C3.5 Modular Specifications</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Preliminaries/Bill of Quantities/Final Summary</p> <p>SBD 3.1 Pricing Schedule – Firm Prices (Purchases)</p> <p>SBD 3.2 Pricing Schedule – Non-Firm Prices (Purchases)</p> <p><b>Part 3: Site information</b></p> <p>C4 Site information</p> <p>C5 Drawings</p>		
C.1.4	The employer's agent is:		
	Name:	Q Msiwa (Eastern Cape Province Department of Education)	
	Capacity:	Principal Agent	
	Address:	Steve Tshwete Building	
	Tel:	(040) 608 4707	
	Fax:		
	E-mail:	qiqile.msiwa@ecdoe.gov.za	
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria should submit tenders:</p> <ol style="list-style-type: none"> <li>1. Submit an offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.</li> <li>2. The tenderer is registered with the CIDB, in a <b>6GB</b> or higher class of construction work.</li> <li>3. The tenderer is registered on the National Treasury Central Supplier Data Base (<a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>)</li> </ol>		

	<p>4. The tenderer accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact.</p> <p>5. Tenderers adhere to the pre-qualification criteria stated in the tender document, if any.</p>
C.2.1	<p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work.</li> <li>2. The combined contractor grading designation of the members calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6GB</b> class of construction work.</li> <li>3. The members/parties have signed a joint venture agreement.</li> <li>4. A consolidated B-BBEE verification certificate or sworn affidavit in the name of the joint venture must be submitted in order to qualify for the preference points.</li> </ol>
C.2.7	<p>The arrangements for the compulsory clarification meeting, if any, are as stated in the Tender Notice (T1.1).</p> <p>A tender will not be considered if the tenderer or their representative has not attended the compulsory briefing session.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity.</p> <p>Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be issued at the clarification meeting.</p>
C.2.8	<p>Request clarification at least 7 working days before the closing time.</p>
C2.11	<p>All documents must be completed and signed in black permanent ink. No correction fluid must be used in the document. Incomplete bid responses may be disqualified or evaluated solely on the information contained in the bid. The ECDoE may disregard any content in the tender that is illegible and will be under no obligation whatsoever to seek clarification from the bidder.</p>
C.2.12	<p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p><b>Alternative Bid offer permitted:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

C.2.13 C.2.15	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Tender Notice (T1.1) and Invitation to Bid (SBD 1)
C.2.13.5	Tender offers shall be submitted as originals only.
C.2.13.6	A two-envelope system is not required.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.
C.2.15	The closing time for submission of Tender offers is as per the Tender Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.16	The tender offer validity period is as per the Tender Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.17	Provide clarification of the tender offer in response 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.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the tender.
C.3.4	The time and location for opening of the tender offers are as per the Tender Notice (T1.1).
C.3.11	<p>Financial Offer and Preference will be evaluated as follows:</p> <p>The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards B-BBEE status level of contribution.</p> <p>The score for price is calculated using the following formula:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration and</p> <p>Pmin = Price of lowest acceptable tender.</p> <p>The following table will be used to calculate the score out of 20 (twenty) for preference based on the tenderer's B-BBEE status level of contribution:</p> <p>Level 1 - 20 points  Level 2 - 18 points  Level 3 - 14 points  Level 4 - 12 points  Level 5 - 8 points  Level 6 - 6 points  Level 7 - 4 points  Level 8 - 2 point  Non-compliant contributor - 0 points</p>

	<p>Preference points will only be awarded to those tenderers that have submitted a valid certified copy of the tendering entity's B-BBEE verification certificate verified by a SANAS approved rating agency or a sworn affidavit.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE verification certificate or a sworn affidavit.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard or affidavit as if they were a group structure and that such a consolidated B-BBEE scorecard or affidavit is prepared for every separate tender.</p>
C.3.11	
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>2. The tenderer has not: <ol style="list-style-type: none"> <li>a. Abused the Employer's Supply Chain Management System; or</li> <li>b. Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>3. The tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>4. The tenderer has registered on the Centralised Supplier Database (CSD) prior to submitting tenders (open tenders). Any prospective tenderer found to have tax matters not in order with SARS during the evaluation process will be eliminated and not be considered further;</li> <li>5. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> </ol> <p>The tenderer is in good standing with the Compensation Fund.</p>
C.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is <b>1 (one)</b> copy of the signed contract to the successful Bidder.</p>

## **T1.3 BID EVALUATION CRITERIA**

### T1.3: BID EVALUATION CRITERIA

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>		
<b>TENDER NO</b>	<b>SCMU6-22/23-0005</b>		
<b>Advertising date:</b>	14 November	<b>Closing date:</b>	<b>02 December 2022</b>
<b>Closing time:</b>	11h00	<b>Validity period</b>	120 Days

<b>BID EVALUATION CRITERIA</b>		
<p>This Bid will be evaluated in two stages that is admin compliance and price and preference compliance.</p> <p>Failure to submit the following completed and signed compulsory documents will result in elimination of the bid documents.</p>		
SBD1	Bid Invitation	Compulsory
SBD4	Declaration of interest	Compulsory
SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2017	Compulsory
SBD6.2	Local production and content	Compulsory
C1.1	Form of Offer and Acceptance	Compulsory
T2.2.1	Certificate of authority for signatory	Compulsory
T2.2.2	Certificate of authority for joint ventures if applicable	Compulsory
T2.2.2	Certificate of authority for joint ventures if applicable	Compulsory
T2.2.4	Site Inspection certificate	Compulsory
T2.2.10	Compulsory enterprise questionnaire	Compulsory



## **Part 2: AGREEMENT AND CONTRACT DATA**

## **C1.1 Form of Offer and Acceptance**

## C1.1: FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

**OFFER**

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

**APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....  
 ..... Rand (in words);

R..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer** .....

.....  
 (Name and address of organization)

Name and signature of witness ..... Date .....

**ACCEPTANCE**

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

**for the Employer** .....

.....  
(Name and address of organization)

Name and signature of witness .... Date .....

## Schedule of Deviations

### Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. 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 an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1. Subject \_\_\_\_\_

Details \_\_\_\_\_

2. Subject \_\_\_\_\_

Details \_\_\_\_\_

3. Subject \_\_\_\_\_

Details \_\_\_\_\_

4. Subject \_\_\_\_\_

Details \_\_\_\_\_

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**C1.1a**

**Final Summary of Bills of Quantities**

Section  
No.

FINAL SUMMARY

Page

1	PRELIMINARIES	34
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SUB TOTAL BEFORE VALUE ADDED TAX  
ADD: VALUE ADDED TAX @ 15%:

TOTAL CARRIED TO FORM OF TENDER

R

## **C1.1b Standard Conditions of Tender**



# CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

## C.1 General

### C.1.1 Actions

**C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.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.*

**C.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.

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

**C.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.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**C.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 fulfill his or her duties impartially;
- ii) an individual or tenderer 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 tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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;

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;

#### **C.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 readily read, copied and recorded. Communications 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.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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 tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders 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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

##### **C.1.6.3 Proposal procedure using the two stage-system**

###### **C.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.

#### **C.1.6.3.2 Option 2**

C.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.

C.1.6.3.2.2 The employer shall evaluate tenders 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.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies 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.

C.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 tenders.

#### **C.2.2 Cost of tendering**

C.2.2.1 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

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

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.2.7 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.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might 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.

### **C.2.10 Pricing the tender offer**

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

### **C.2.11 Alterations to documents**

Do 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.

### **C.2.12 Alternative tender offers**

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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 legibly in non-erasable ink.

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

C.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.

- C.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.
- C.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.
- C.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.
- C.2.13.8 Accept that the employer will 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.
- C.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.

#### **C.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.

#### **C.2.15 Closing time**

- C.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 that proof of posting shall not be accepted as proof of delivery.
- C.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.

#### **C.2.16 Tender offer validity**

- C.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.
- C.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.
- C.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 tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 Clarification of tender offer after submission**

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 C.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.

### **C.2.18 Provide other material**

C.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.

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

### **C.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.

### **C.2.20 Submit securities, bonds and policies**

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.

### **C.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.

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

### **C.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 that tender documents are available until three (3) working 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, shall then notify all tenderers who collected tender documents.

### **C.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.

### **C.3.4 Opening of tender submissions**

C.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.

C.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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

C.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 tenders 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.

C.3.5.2 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.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.

### **C.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.

### **C.3.8 Test for responsiveness**

C.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.

C.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 tenders, 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.

### C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.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 C.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.
- C.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.
- C.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 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.

### C.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.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value



	outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.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.

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) 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;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- 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.

**C.3.14 Prepare contract documents**

C.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.

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

**C.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.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.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.

**C.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.

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## **C1.2 Contract Data**

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

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the Bidder documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets.</p>
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<b>42.0</b>	<b>PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER</b>
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<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>42.1.1</b>	<p><b>Employer:</b> Eastern Cape Province Department of Education</p> <p><b>Postal address:</b> Private Bag X0032 BHISHO 5605</p> <p><b>Tel:</b> 040 608 4335                      <b>Fax:</b> 040 – 602 7272</p> <p><b>Physical address:</b> Steve Tshwete Building Zone 6 Zwelitsha</p>
[1.2]	

<b>42.1.2</b> [1.1, 5.1]	<b>Principal Agent:</b> Eastern Cape Province Department of Education <b>Agent's service:</b> Principal Agent <b>Postal address:</b> Private Bag X0032 BHISHO 5605 <b>Tel:</b> 040 608 4335 <b>Fax:</b> 040 – 602 7272
<b>42.1.3</b> [1.1, 5.2]	<b>Agent (1)</b>  <b>Agent's service:</b>  <b>Postal address:</b>   <b>Tel:</b> <b>Fax:</b>
<b>42.1.4</b> [1.1, 5.2]	<b>Agent (2)</b>  <b>Agent's service:</b>  <b>Postal address:</b>   <b>Tel:</b> <b>Fax:</b>
<b>42.1.5</b> [1.1, 5.2]	<b>Agent (3)</b>  <b>Agent's service:</b>  <b>Postal address:</b>   <b>Tel:</b> <b>Fax:</b>
<b>42.1.6</b> [1.1, 5.2]	<b>Agent (4)</b>  <b>Agent's service:</b>  <b>Postal address:</b>   <b>Tel:</b> <b>Fax:</b>
<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3.1 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

[11.2.#] [31.4.2 #]	2) Lateral support insurance to be effected by the <b>contractor</b> : 3) Payment will be made for materials and goods on site: Under no circumstance will deposits due by the <b>contractor</b> to any supplier or subcontractor for materials or equipment be paid prior to the delivery to site thereof, after which it will be regarded as materials and goods on site.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#] [26.1.2 #]	4) Dispute resolution by adjudication: 5) Extended <b>defects</b> liability period is applicable to the following elements: - all civil works such as roads, parking areas, stormwater & soil drainage - all work done under electrical subcontracts - all work done under mechanical subcontracts	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Five (5) working days.	
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>SIX (6) calendar months</b> (including statutory holidays, but excluding the annual builders' shutdown period) from the date that possession of the site is given to the contractor and the penalty per calendar day shall be <b>5.75c per R100 of the contract value</b> .	
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>	

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract <b>works</b> insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20%  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 20 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b> : <b>Not Applicable</b>
<b>42.4</b>	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / <del>Lump sum document</del> schedule of rates</b> drawn up in accordance with: Standard System of Measuring Building Work (seventh edition as amended)

42.4.4 [15.1.1]	The <b>priced bills of quantities</b> shall be submitted with the tender submission : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>

42.4.6 [31.5.3]  [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices:                      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidders, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
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42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Offer and Acceptance, comes into effect.</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer’s construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the date that possession of the site is given to the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to and after the Bidder submission) designed to establish Bidder prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa,</p>
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and in particular:  
(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

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

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

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

1.6.4 No clause

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

3.7 Add at the end thereof:

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

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

4.3 No clause

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

10.5 Add the following as 10.5

**Damage to the works**

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

10.6 Add the following as 10.6

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

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute,



consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

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

10.7 Add the following as 10.7

#### **HIGH RISK INSURANCE**

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

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

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

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

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

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon

personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

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

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

14.0 Replace the entire clause 14.0 with the following:

14.0 **SECURITY**

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

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

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

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

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar

days from **commencement date**

- 14.3.2 Within fourteen (14) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within fourteen (14) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one percent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to Bidder
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five percent (5%) of the **contract sum** (excluding VAT) and a five percent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

- 14.6 Where **security** as a cash deposit of five percent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten percent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change payment VAT), the **contractor's** selected form of **security** to that of a ten percent (10%) reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of **commencement date**.
- The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.
- 15.2.1 Under 41: Amend to read as follows:
- “Give the **contractor** possession of the site within five (5) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4
- 17.1.11 Delete the words ”and the appointment of **nominated** and **selected subcontractors**”

20.1.3	No clause
21.0	No clause
29.2.5	No clause
31.5.2	Security adjustments in terms of 14.0 and 31.8
31.1.4	Add 15.1.4 as follows:
31.8	Amend as follows:
31.8(A)	Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following adjustments: percentage
31.8(A).1	Ninety-five percent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(A).2	Ninety-seven percent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(A).3	Ninety-nine percent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(A).4	One hundred percent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.8(B)	Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following adjustments: percentage
31.8(B).1	Ninety percent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(B).2	Ninety-seven percent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(B).3	Ninety-nine percent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(B).4	One hundred percent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.9	Replace "twenty-one (21) calendar days" with "thirty (30) calendar days". Should the Contractor's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon that date, the thirty (30) day period for due date of payment of the invoice shall commence.

- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the  
32.5.4 **contractor**"  
and  
32.5.7
- 32.12 Replace "**contractor**" with "**employer**"
- 33.2 Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract
- 33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract
- 33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 34.13 Replace "seven (7) calendar days" with "thirty (30) calendar days" and delete the words:  
"subject to the **employer** giving the **contractor** a tax invoice for the amount due" as per **PPPFA**
- 36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this  
37.5 this agreement either by the **employer** or the **contractor**; or for any reason whatsoever  
and whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on  
a  
38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"  
and  
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such report"
- 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
- 40.6 under clause 41 – Remove reference to no clause
- 40.7.1 Change "(10)" to "(15)"
- Add the following to the end thereof:
- Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.

<b>42.0</b>	<b>PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR</b>
42.0.1	The successful <b>contractor</b> must have a built environment professional on his staff or he must employ one for the duration of the contract.
42.0.2	All tenders shall remain valid for a period of one hundred and twenty (120) calendar days after the tender closing date.
42.0.3	The successful tenderer will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award.
42.0.4	The successful tenderer will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award.
42.0.5	The successful tenderer will be required to submit a construction program and contractor's cash flow within twenty one (21) calendar days upon receipt of the letter of award.
42.0.6	At least thirty percent (30%) of the total labour force employed during the execution of the <b>works</b> , shall be from the local community.
	<b>POST-TENDER INFORMATION</b>
<b>42.5</b>	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: ..... Fax: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
42.5.2	<p>The accepted <b>contract sum</b> inclusive of tax is</p> <p>R.....</p> <p>Amount in words: .....</p> <p>.....</p> <p>.....</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>:</p> <p>.....</p>

42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.7 [14]	<p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1" data-bbox="316 600 1497 1016"> <tr> <td data-bbox="316 600 1225 676">(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)</td> <td data-bbox="1232 600 1497 676">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="316 676 1225 766">(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td data-bbox="1232 676 1497 766">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="316 766 1225 891">(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td data-bbox="1232 766 1497 891">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="316 891 1225 1016">(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td data-bbox="1232 891 1497 1016">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>	(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from ..... to .....								

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



	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	---

42.8	SIGNATURES OF THE CONTRACTING PARTIES						
	<p>Thus done and signed at _____ on _____</p>						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Name of signatory</p> </td> <td style="width: 50%; border: none;"> <p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Capacity of signatory</p> </td> <td style="border: none;"> <p>_____ as Witness</p> </td> </tr> </table>	<p>_____ Name of signatory</p>	<p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p>	<p>_____ Capacity of signatory</p>	<p>_____ as Witness</p>		
<p>_____ Name of signatory</p>	<p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p>						
<p>_____ Capacity of signatory</p>	<p>_____ as Witness</p>						
	<p>Thus done and signed at _____ on _____</p>						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Name of signatory</p> </td> <td style="width: 50%; border: none;"> <p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization</p> </td> </tr> <tr> <td style="border: none;"> <p>hereto</p> </td> <td style="border: none;"> </td> </tr> <tr> <td style="border: none;"> <p>_____ Capacity of signatory</p> </td> <td style="border: none;"> <p>_____ as Witness</p> </td> </tr> </table>	<p>_____ Name of signatory</p>	<p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization</p>	<p>hereto</p>		<p>_____ Capacity of signatory</p>	<p>_____ as Witness</p>
<p>_____ Name of signatory</p>	<p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization</p>						
<p>hereto</p>							
<p>_____ Capacity of signatory</p>	<p>_____ as Witness</p>						

## **C1.3 Form of Guarantee**

## C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the **Eastern Cape Department of Education** (hereinafter referred to as the "**employer**").  
Tender No: **SCMU6-22/23-0005** for the Appointment of a contractor for the additions, repairs and upgrades for **ALIWAL NORTH HIGH SCHOOL** (hereinafter referred to as the "contract")

in the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ) (amount in words),  
\_\_\_\_\_ ) (hereinafter referred to as the **contract sum** excluding VAT.)

I/We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter

referred to as the **guarantor**) advise that the **guarantor** hold at the **employer's** disposal the sum of

R \_\_\_\_\_ ( \_\_\_\_\_ )

(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti; excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
  - a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - b) shall lapse on the date of the last **certificate of practical completion**; and
  - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorized thereto by resolution attached marked Annexure A)

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

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Part 3: Returnable Schedules/Documents**

## **T2.1 List of Returnable Documents**

## 2.1 : LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>		
<b>Principal Agent:</b>	Eastern Cape Province Department of Education	<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the Bid)

Bid Document Name	Number of pages issued	Returnable Document
Declaration of Interest (SBD4)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference points claim form in terms of Preferential Procurement Regulations 2017 (SBD 6.1)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Local Production and Content (SBD 6.2)	7 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Signatory (T2.2.1)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Joint Ventures (T2.2.2)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Completed Project Reference Forms (T2.2.13)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Bid Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Capacity of the Tenderer (T2.2.6)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIDB Grading Certificate (T2.2.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIPC Company Registration Certificate (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ID's of shareholders, members, partners or sole proprietor (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Bank (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B-BBEE Verification Certificate / Sworn Affidavit (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSD Registration Summary Report (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SARS Tax Clearance Certificate and Pin (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Locality of Head Office (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Bid Document Name</b>	<b>Number of pages issued</b>	<b>Returnable Document</b>
Record of Addenda to Tender Documents (T2.2.5)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2.9)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>Bid Document Name</b>	<b>Number of pages issued</b>	<b>Returnable Document</b>
Form of Offer and Acceptance (C1.1)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	14 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicable form of Guarantee (C1.3)	4 Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Priced Bills of Quantities including Preliminaries (C2.2)	90 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



## **T2.2      Returnable schedules**

## **SBD 4 : Declaration of Interest**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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**

---

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

2.3.1 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>2</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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</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.

## **SBD 6.1 : Preference Points Claim Form**

## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM**

In order to claim preference points, tenderers are to note the following:

- The SBD 6.1 form must be completed and duly signed.
- A valid (current) B-BBEE status level verification certificate substantiating the tenderer's B-BBEE rating and issued by a Registered Auditor approved by SANAS as contemplated in the Close Corporation Act, 1984, (Act No. 69 of 1984) must be submitted with the tender.
- EME's with an annual total revenue of R3 million or less, are required to submit a sworn affidavit (Construction Charter) confirming their level of black ownership, etc to claim points.
- In the event of a Joint Venture, a consolidated B-BBEE level verification certificate or sworn affidavit must be submitted to claim points.

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed~~ not exceed R50 000 000 (all applicable taxes included) and therefore the ...**80/20**... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 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:

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

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

$P_t$  = Price of bid under consideration

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



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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
---

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

## **SBD 6.2: Local Production and Content**

## SBD 6.2

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

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Reinforcement	100%
Roof coverings	100%
Steel windows, doors and frames	100%
Sundry metalwork and structural steelwork	100%
Gutters and down pipes	100%

uPVC and HDPE pipes	100%
Electrical cables	100%
Fencing	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 on the date of advertisement of the bid.

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

**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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/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 3.1 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 3.1 above and the information contained in Declaration D and E.**

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

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

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

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

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

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



**Annexure C**

**Local Content Declaration – Summary Schedule**

(C1)	Tender No.					
(C2)	Tender Description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tender Entity Name:					
(C6)	Tender Exchange Rate:	Pula:		EU:		GBP:
(C7)	Specified local content %					

Note: VAT to be excluded from all calculations

Calculation of Local Content								Tender Summary			
Tender item no's	List of items	Tender price – each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

**Signature of tenderer from Annex B**

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

## Annexure D

## Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.						
(D2)	Tender Description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tender Entity Name:						
(D6)	Tender Exchange Rate:	Pula:		EU:		GBP:	

Note: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
This total must correspond with Annex C - C21											

B. Imported directly by Tenderer				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of Measure	Local Supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D42)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 <sup>rd</sup> party											

D. Other foreign currency payments				Calculation of foreign currency		Summary of Payments
Type of payment	Local Supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments by tenderer/or 3 <sup>rd</sup> party						

Signature of tenderer from Annex B

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

(D53) Total of imported content &amp; foreign currency payments (D32), (D45) &amp; (D52) above

This total must correspond with Annex C – C23

**Annexure E**

**Local Content Declaration – Supporting Schedule to Annex C**

(E1)	Tender No.	
(E2)	Tender Description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tender Entity Name:	

Note: VAT to be excluded from all calculations

<b>Local Products (Goods, Services and Works)</b>	Description of items purchased	Local Suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Service and Works)			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with annex C – C24

Signature of tenderer from Annex B

\_\_\_\_\_

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

## **T2.2.1 Certificate of Authority for Signatory**

## T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL
Tender No:	SCMU6-22/23-0005

**NOTE: This returnable document must be on a company letterhead**

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

An example is given below:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **T2.2.2 Certificate of Authority for Joint Ventures**

### T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

This returnable schedule is to be completed by joint ventures.

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

Name of Firm	Address	Duly Authorised Signatory
Lead Partner  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____
  _____		Signature: _____  Name: _____  Designation: _____

### **T2.2.3 Schedule of Proposed Subcontractors**



## T2.2.3: SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed ..... Date .....

Name ..... Position .....

Bidder .....

## **T2.2.4 Site Inspection Certificate**

## T2.2.4: SITE INSPECTION CERTIFICATE

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection: NOT APPLICABLE

Time of Inspection:

---

Name of Tenderer

---

Signature of Tender

---

Signature of Representative/Agent

---

Date

## **T2.2.5 Record of Addenda to Tender Documents**

## T2.2.5: RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **T2.2.6 Capacity of Tenderer**

## T2.2.6: CAPACITY OF THE TENDERER

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Tenderer. Failure to furnish the particulars may result in the Bid being disregarded.)

*Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)*

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

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

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

Tenderer: .....

## **T2.2.7 Relevant Project Experience - Completed Projects**



## T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

Tenderers must submit a max one-page description of at least three projects successfully completed.

**Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

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

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

Example only

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

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

Signed ..... Date .....

Name ..... Position .....

Tender .....

## **T2.2.8 Relevant Project Experience - Current Projects**

## T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

**Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

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

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

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

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **T2.2.9 Schedule of Plant & Equipment**

## T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Bidder .....

## **T2.2.10 Compulsory Enterprise Questionnaire**

## T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

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

**Section 1: Name of enterprise:**

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

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement**

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

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

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

## **T2.2.11 CIDB Grading Certificate/Proof of Registration**



## **T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION**

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

Tenderers are required to submit with their tender:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY TENDERER  
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN RESPECT OF EACH PARTNER MUST BE SUBMITTED**

## **T2.2.12 Other certificates, etc**

## **T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER**

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

Tenderers are required to submit with their tender:

- Certified copy of CIPC company registration certificate
- Certified copies of ID's of shareholders, members, partners or sole proprietor
- Letter of Good Standing from Bank where tenderer's primary transaction account is
- Certified copy of valid B-BBEE verification certificate or sworn affidavit; a consolidated B-BBEE verification certificate or sworn affidavit to be submitted in the case of a joint venture.
- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- CSD Registration Summary Report dated not more than thirty (30) calendar days prior to the tender closing date
- Original valid SARS tax clearance certificate and pin
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

**NOTE:** CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER

**Insert certified copy of CIPC certificate**

**Insert certified copies of ID's**

**Insert Letter of Good Standing from Bank**

**Insert Certified Copy of Valid B-BBEE Verification  
Certificate or Sworn Affidavit**

**Insert Letter of Good Standing from Compensation  
Fund**



**Insert CSD Registration Summary Report**

**Insert Original Valid SARS Tax Clearance Certificate and  
Pin**

**Insert Certified Copy of Municipal Account or Lease Agreement**

## **T2.2.13 Insert Completed Project Reference Forms**

## PROJECT REFERENCE RETURNABLE 1 OF 3

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

**NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.**

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

that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Tenderer):

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

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

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

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

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

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

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

\_\_\_\_\_  
Date

## PROJECT REFERENCE RETURNABLE 2 OF 3

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	SCMU6-22/23-0005

**NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.**

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

that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Tenderer):

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

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

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

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

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

COMPANY STAMP
---------------

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

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

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

\_\_\_\_\_  
Date



## PROJECT REFERENCE RETURNABLE 3 OF 3

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Tender No:</b>	<b>SCMU6-22/23-0005</b>

**NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Tenderer.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare  
 that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Tenderer):

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

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

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

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

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

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

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

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

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

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

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

\_\_\_\_\_  
Date



**EASTERN CAPE PROVINCE  
DEPARTMENT OF EDUCATION  
TENDER DOCUMENT  
FOR**

**APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS  
AND UPGRADES FOR ALI WAL NORTH HIGH SCHOOL**

**EMIS NO: 200600012**

**DISTRICT: JOE GQABI**

**TENDER NO: SCMU6-22/23-0005**

**CIDB Grade: 6GB**

**Consisting of:**

Volume 1: The Bid (Returnable) This document

**Volume 2: The Contract – This document**

**BIDDER:** .....

**CRS NO.:** .....

Compiled for:

**SUPPLY CHAIN MANAGEMENT**

Department of Education  
Steve Tshwete Complex  
Zone 6

**ZWELITSHA**

5608

Website: [www.edu.ecprov.gov.za](http://www.edu.ecprov.gov.za)

Compiled by:

**DEPARTMENT OF EDUCATION (DoE)  
INFRASTRUCTURE DELIVERY**

Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6

**ZWELITSHA**

5608

**NOVEMBER 2022**

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# **THE CONTRACT (VOLUME 2)**

## **Part 1: Scope of Work**

## C3.1 Scope of work

**C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING  
AGREEMENT (Edition 4.1 of March 2005)**

<b>Project title:</b>	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL
<b>Bid No:</b>	SCMU6-22/23-0005

**C3. Scope of Works**

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises the construction of 2 x prefab classrooms, 2 x prefab classroom and HoD office, paving, roads, relocation of steel cover parking, Security fencing and connecting to the existing electrical supply.

b) ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the programme and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The bidder is to take specific notice of this, most especially to the penalty clause.


c) BUILDING OCCUPIED

Yes

d) ACCESS – Gravel Road

## C3.2 Health and Safety Specification



 Province of the <b>EASTERN CAPE</b> EDUCATION	<b>PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (SMALL PROJECTS)</b>	ECDoE	T035
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## SITE SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION


Prepared by

Dr Claire Deacon  
PrCHSA  
SACPCMP CHSA010/2013

FOR

## **APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL**

**SCMU6-22/23-0005**

	<b>PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (SMALL PROJECTS)</b>	ECDoE	T035
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#### Project Details

<b>Date of compilation:</b>	Revision number: 00
<b>Value of project:</b>	Commencement date:
	Contract period:
<b>Occupational Health and Safety Agent:</b>	

<i>Professional responsibilities</i>	<i>Company</i>	<i>Contact person</i>	<i>Telephone</i>	<i>Fax</i>	<i>email</i>
Architects	<b>See C1.2 Contract Data</b>				
Civil Engineers					
Structural Engineers					
Electrical Engineers					
HVAC Engineers & Fire Consultants					
Quantity Surveyors					

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**Site Details:**


**Locality of the works:**

**REFERENCES, INCLUDING COVID-19**

- The National Disaster Management Act (NDMA), Regulations issued in terms of Section 27(2) of the Act;
- Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020 Reg No 43257 No 479;
- Occupational Health and Safety Act (OHSA) No. 85 of 1993 and Regulations (as amended);
- Compensation for Injury and Occupational Diseases Act (COIDA) No. 100 of 1993 (as amended);
- South African Council for the Project and Construction Management Professions (SACPCMP) 2013: Scope of services for the CHS Agent, Manager and Officer;
- Any other internal standards and specifications developed by the Client as they affect the operations, and
- The amended Baseline Risk assessment
- South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
- Road Traffic Safety Act No. 93 of 1996 (as amended)
- Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6<sup>th</sup> Edition 2010
- SANS Code 10400
- SABS 1200

**1. LIST OF ABBREVIATIONS**

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
CHSO	Construction Health and Safety Officer
DMR	Driven Machinery Regulations
DEL	Department of Employment and Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
DMA	Disaster Management Act
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
SSHSS	Site Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
PrCHSA	Professional Health and Safety Agent
SANS	South African National Standards (Authority)
SACPCMP	South African Council for Project and Construction Management Professions
SDS	Safety Data Sheet

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SMME                      Small, Micro, Medium Enterprise  
SWP                        Safe Work Procedure

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. The CLIENT has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of the Client and stakeholders, which include its employees, professional service providers, public and its physical assets.

The responsibilities that the Client and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Where there is an appointed PrCHSA on its behalf, shall provide a site specific Health & Safety Specification (SSHSS) for the project and provide the Principal Contractor/s (PC) making a bid or appointed to perform construction work for the project, or parts thereof.

By drawing up this SSHSS, the Client has endeavoured to address the most critical aspects relating to H&S issues in order to assist the contractor in adequately providing for the health and safety of employees on site.

Should the Client not have addressed all H&S aspects pertaining to the work that is tendered for, the contractor needs to include it in the SSHSP and inform the Client of such issues when submitting the tender, or as soon as identified.

Notwithstanding the above, cognisance needs to be taken of the current Disaster Management Plan, and all the requirements of the current levels of lockdown, standards, guidelines and information published from time to time.

**2. Purpose of the Site Specific Health and Safety Specification (SSHSS)**


The SSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client, Agents, Professional Designers (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the SSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the SSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. If the NEC contract is used a copy of the signed contract shall form part of the H&S file submission.

The SSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly if applicable to the project.

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### 2.1 Project description/detailed scope of work as it applies to the project (Details as per the scope of work)

The Scope of work as identified by the Stakeholders is as follows:

- Preliminary and General
- Breaking
- Painting
- Carpentry
- Brickwork
- Roof Work
- Asbestos Work
- Supply and install prefabricated structures

The works shall be done in accordance with the applicable SANS 1200 specifications, Municipal By-laws and Regulations, variations and additions to the standardized specifications applicable to this contract and the technical specifications of the Client for work that falls outside of the standardized specifications.

### 2.2 Programme Description

Clarification Meeting	TBA
Time allowed for preparation of H&S plan/file after tender award	
Approval date of SSHSP	<i>Within 1 week after submission but subject to content as per this requirement, for more than one review.</i>
Induction dates	<i>To be advised after Approvals of H&amp;S Plan/file</i>
Estimated Commencement date of work on site	<i>Subject to approval of H&amp;S Plan.</i>
Estimated Project completion date or project duration	<i>Dependant on site establishment and site hand over</i>
Project term	

### 3. Implementation of the Site Specific Occupational Health and Safety Specifications (SSHSS)


The site specific H&S specification (SSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A SSHSS will be available for each level of Contract and Contractor and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the SSHSP and associated documentation. The summary of risks is included in Section 2 of the SSHSS.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the SSHSP by the H&S Agent, or the responsible person of the Client.

Should there be design changes, or change in the scope of works, an amended SSHSS may be issued. Where amended SSHSSs are issued, the PC will be required to ensure a resubmission of an amended SSHSP for approval. Further to this,

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the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. Such design changes.

The PrCHSA will visit the project at least bi-monthly to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the PrCHSA and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

### 3.1 Requirements at Start Up

The submission will effectively reduce the time and issues prior to commencement of the project. The site may need to be deep cleaned if previously occupied as per the Department of Labour (DEL) requirements for safe occupation by the PC. Details of the COVID-19 policy and risk assessments will be required to be done as part of the

A site specific H&S Plan (SSHSP) in response to this SSHSS will be subject to approval by the PrCHSA within the stipulated time period as noted in the tender. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that the PC has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements along with, and aligned with the project programme for review by the Principal Agent, Designer and appropriate risk assessments and safe work procedures for approval by the PrCHSA or Client;
- Site establishment including:
  - A procedure must be drafted relative to protection/ prevention of injury to persons other than PC employees, during undertaking of such construction activity.
  - Exposure of services, power, telecommunication etc.;
  - Arrangements for hoarding, traffic accommodation if applicable;
  - Excavating for services;
  - An emergency plan indicating how and where emergencies will be handled, and
  - Working at heights (if applicable).

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Principal Agent/Client is required before work on that aspect or activity can commence. The construction CHSO (CHSO) is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.


Penalties will be applied should this not be adhered to and deemed a serious offence.

## 4. GENERAL REQUIREMENTS

### 4.1 Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.



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The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the PC risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.


The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.

PHASES OF THE PROJECT	RESIDUAL RISKS IDENTIFIED TO BE MANAGED (as applicable)
Site Establishment	Bringing in containers, fitting with electricity, phone and fax, toilet hire. Hoarding, security and access to be managed and in place.
Site Clearance	Traffic accommodation, movement of heavy construction vehicles, use hand tools, chainsaws, use of local labour and contractors.
Earthworks	Open excavations, use of plant and machinery, use of lifting equipment for laying storm water concrete pipes, electrical hand tools plant and equipment during paving. Noise monitoring.
Ancillary Roadworks	Use of chemicals, excavation and use of hand tools.
Housekeeping, stacking and storage	The area is adequate to ensure housekeeping and stacking and storage principles are followed. However, the children need to be kept well away from all work areas including the site camp, and notices to be clear in warning of dangerous construction activities. Care and increased attention to ensure all materials and vehicles are carefully managed and designated routes are used.
General	Use of local labour, and contractors, CLO to do regular information sessions. High winds and inclement weather require monitoring for all working at heights
Painting	Hand mixing may occur, 50kg paint drums are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from paint fumes exposure, chromates.

#### 4.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, 50kg bags are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from dust exposure, chromates.
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry.
Wood dusts	Caused by cutting, sanding, drilling wooden products treated Viz fencing poles.
Mineral turpentine	Applying paint and cleaning of paint brushes. Potential eye, nose, skin and respiratory irritant.

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PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Paint	Splashes into eyes, onto skin causing irritation.
Cleaning materials	Use of disinfectants and sanitizers

## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 5.1 Structure and Organization of H&S Responsibilities

An organogram will be available to identify key appointments and responsibilities on site and be kept up to date throughout the project.

#### 5.1.1 Notification of Commencement of Construction Work

The PC shall notify the Provincial Director of the Department of Employment and Labour (DEL) in writing, in the form of the Annexure in the CRs. This shall occur within 7 days of the award of the contract. Proof of submission and/or receipt must be provided and kept in the H&S file.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A must be submitted to the DEL. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

## 6. HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.


The current legislative requirements, SABS codes, SANS 10400 and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the SSHSP, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The PrCHSA may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following to submit with the H&S plan:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency planning and equipment and first aiders;
- Protection of plant and public, indicate parking, designated vehicular routes and access to site;
- Storage areas (materials and equipment, waste etc.), and
- Storage of materials and waste;

Such layouts are to be updated regularly throughout the project.

A Covid-19 Compliance Manager or co-ordinator is to be appointed to co-ordinate any matters relating to ensuring compliance.

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Cognisance is to be given to those permanent employees who are over 60 years of age, and younger workers who have underlying chronic health issues such as high blood pressure, diabetes, TB, HIV and AIDS etc. Specialised workers who are indispensable will need to be declared fit for work by an occupational health service provider.

Key appointments and succession planning is to be available to ensure those who are playing key roles are able to cover the project at all times.

The project Organogram is to be updated accordingly and signed and dated at each update.

## **6.1 Appointment of Competent Site Personnel**

The CEO (OHS 16.1 or 16.2) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHS 16.2). Knowledge and training in H&S are required and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHSO.

The SSHSP shall include the following, but is not limited to the following key appointments:

### **6.1.1 Construction Supervision**

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility, regarding CR 8.1, 8.2 and 8.8. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).


Curriculum Vitae (CVs) are to be submitted for approval by the Principal Agent, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

### **6.1.2 Construction Health and Safety Officer**

The PC shall employ at least one competent, CHSO for the duration of the contract. The CHSO's CV is to be submitted for approval by the PrCHSA or the Client, at time of tender

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.).

Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar, with exposure to civil engineering and similar road construction, with at least 5 years experience, given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHSO must have a competence to evaluate the Contractors Health and Safety plans and be registered with the SACPCMP as a CHSO.

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This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHSO at all times;
- No new workers or Contractors may commence work without approval or following the SSHSP as submitted;
- No inductions of any Contractors' staff until the H&S documentation is approved by the CHSO, and
- The CHSO may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent/Client and the CHSO. An example of the monthly report is attached as an Annexure D.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed. A list of the typical aspects that should be provided is available as Annexure B to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out. H&S documentation must be completed and be available with the close out of the main contract, or as determined at the time.

**Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.**

#### **6.1.3 Traffic Safety**

The CHSO will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

While this is difficult to control by the PC, induction training needs to include such information so workers can protect themselves. An on-site transportation policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. Disinfection of vehicles needs to be determined where possible, and sanitizers provided prior to boarding and recommended during transit.

Each worker is to be encouraged to wear a cloth mask while travelling, and this needs to be enforced if using company transport.

**Penalties will be issued for non-compliances noted.**


#### **6.1.4 Health and Safety Representatives and H&S meetings (if applicable)**

H&S Representatives representing workers and Contractors are to be appointed following the start up of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHSO and site management in meeting legislative duties.

All internal and external PrCHSA audits are to be discussed, as well as all H&S related issues at all internal production or progress meetings.

Issues relating to COVID-19 will be included in the meetings and involvement with all related issues will be noted.

**Failure to do so will be deemed to be a moderate offence.**

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### 6.1.5 Appointment of Competent Contractors and Suppliers, short term works (if applicable)

The PC is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work;
- No Contractor may work under the PCs Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner (CC). However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received, and
- No work may commence without Mandatary agreements between parties in place.

Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.) also require H&S Management. Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate and appropriately managed.

**Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.**

## 7. GENERAL RISK MANAGEMENT

### 7.1 Health Risks and Medical Surveillance

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes are labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to arrival on site that must be less than 12 months old. An exit medical will be required where the project exceeds 6 months in duration. Arrangements for keeping medical records for the required time are to be noted. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed, specifically for the asbestos exposed workers.


Given the GOVID-19 pandemic and lasting effects, workers who have co-morbidities (chronic medical conditions such as high blood pressure, diabetes, cancer, HIV and AIDS etc.) need to be cleared to work prior to being allowed on site.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function tests) are not to be done until deemed safe to do so, and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

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**Workers will be required to complete COVID-19 questionnaires prior to returning to site. Any worker with any symptoms is not to return to work or notify the PC of same. No worker may be discriminated against or victimized for being ill.**

**Failure to do so will be considered a serious offence.**

## **8. Training**

Training of site personnel in H&S in the revised areas of work is required, mainly through induction between the Client and specific groups of employees. All programmes to have an element of information and detail relating to COVID-19 as it applies to the project, and in some cases by the Client. The CHSO is to determine training requirements and to report on needs or completed training in their reports and audits.

Records of all training, and acknowledgement of such training by attendees must be kept. Comprehensive records of all employees under the PCs control attending induction or any other training throughout the project shall be included. Amendments to statutes, the SSHSS, PSHSP, policies, procedures, method statements etc. shall require that all those affected shall undergo the relevant re-training.

### **8.1 Site Induction and other training**

The PCs shall ensure that all employees, and contractors have undergone the induction programme for visitors or contractors, or any other that is deemed necessary, including training by the Client as it relates to COVID-19.

Where possible no classroom activities will be allowed unless the social distancing aspect has been addressed, a minimum of 1.5m between persons.

Appropriate time must be set-aside for training (induction and other) for all employees. No person will be able to commence work or visit the site where the induction has not been done.

All employees and visitors on site from either the Client or the PC shall carry the proof of induction training in form of an induction card. Client Induction is valid for a year from the date it was conducted and thereafter refresher induction shall be re-scheduled at least one month before the induction period expires.


Both parties shall keep a database of all records pertaining to induction and will inform Contractors of pending expiry though the overall responsibility of maintaining current induction cards still lies with the principal contractor. All induction cards issued must be returned on completion of the project to the Issuer.

Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of workers in a sheltered area large enough to maintain social distancing.

### **8.2 Noise Risks**

All plant from plant hire companies (suppliers) or that of the PC is to come to site with the appropriate testing completed and be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested or removed from site. Failure to do so within a reasonable time period will result in such plant being removed from site.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

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### 8.3 Asbestos Work

Only a registered asbestos contractor may do work which entails asbestos material. An Approved Inspection Authority must be consulted and Asbestos regulations complied to.

**Failure to do so will be considered a serious offence.**

## 9. Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

Social distancing of 1.5m when there is an evacuation is required. Measures to protect workers who are having to treat a potentially COVID-19 positive employee needs to be addressed.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

Appointment of a competent emergency response co-ordinator

- Fire, public injury, asbestos;
- Falls from heights;
- Serious injury to workers (medical or work-related), and
- Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

### 9.1 Fire, First Aiders and First Aid Equipment

At least 1 first aider will be trained to level 1. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers. COVID-19 preventative measures such as N19 or FFPT2 masks, surgical gloves and disinfectants will be needed to be supplied.


Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

**Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.**

### 9.2 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Principal Agent/Client /PrCHSA immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

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Exposures to COVID-19 cases at entrances or on site are to be treated as incidents, and potentially as compensation cases if deemed work exposure. An Occupational Health Practitioner will be required to follow through with the case and the NSCDs and DEL will also need to be notified,

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

#### **10. Personal Protective Equipment (PPE) and Clothing**

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable and is to be linked to the risk assessments. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs);
- At least 3 cloth masks (for general wear);
- Respiratory protection (minimum of FFP2) or as deemed required by the AIA, and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the SSHSP for approval.

Any person (including Client, Agents, etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

**Failure to comply will result in penalties being applied.**

#### **11. Occupational Health and Safety Signage**

On-site H&S signage is required that must include COVID-19 information as well as standard H&S information. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required and appropriate to the risks identified in risk assessments.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.


**Failure to comply will result in penalties being applied.**

#### **12. Induction of Employees and Visitors, General H&S Training**

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Designers) to the site.

Daily, pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Records to be kept in the H&S file.



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Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a **penalty issued per non-compliance.**

### **13. Management of Plant and Equipment**

The CHSO will ensure control of all plant and equipment, including daily monitoring, prior to commencing work. Full lists of hired and own plant are to be available at the H&S Agent's/Client audit. All daily inspection records are to be kept in the H&S file, or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

All plant and equipment will be cleaned at least daily or before issue with an appropriate cleaning material to limit the spread of COVID-19.

**Failure to do so will be considered a serious offence.**

### **14. Excavations (if applicable)**

A procedure for managing excavations is to be provided as an addendum to the SSHSP describing how excavations are to be managed.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics or churches.


**Work will be stopped, and penalties applied to any work in excavations that is not compliant.**

### **15. Working at heights (if applicable)**

A fall protection plan is to be available and supplied as an addendum to the H&S plan. The fall protection plan must be appropriate for the project. Proof of competency must be on file for the Fall Protection Plan Developer and the appointment of a Fall Protection Supervisor with competency to be on file. Method statements, appropriate risk assessments, safe work procedures and training (all employees are to be in possession of a valid working at heights certification) are to be available prior to work commencing.

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 10333 (parts 1-3)

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Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public or users of buildings are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file.

**Work will be stopped, and penalties applied to any work at heights that is not compliant.**

#### **16. Cranes and lifting equipment (if applicable)**

Lifting devices such as mobile cranes might be used during the project for deliveries, and moving of supplies or equipment,

Appropriate documentation must be made available for the cranes and operators. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

Chains, slings and webbing to have valid safe working load certification on file, should the documentation not be on site, the operation may be stopped, and fines imposed until such documentation may be delivered.


#### **17. Temporary Works (Scaffolding, support work, formwork) (if applicable)**

Temporary works must be properly designed and signed off by the PC's competent person for all temporary scaffolds, support work or formwork. In these instances, a competent person is defined as one who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and PrCHSA. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Principal Agent/PrCHSA.

**Failure to do so will be considered a serious offence.**

#### **18. Auditing**

Frequency of external auditing by the PrCHSA or Client will be bi-monthly to conform to the requirements of the Construction Regulations. The site will be inspected, and the documentation audited relative to the activities and H&S plan. The CHSO of the PC must accompany the Client, or the H&S Agent, on all audits and inspections. Not all audits will be, or need be announced.

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The PC will ensure that all their Contractors are audited on a monthly basis, dependent upon the time to be spent on the site. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or PrCHSA may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available the format of the audit reports will be reviewed by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

**Failure to address findings or non-conformances will be considered a serious offence.**

#### **19. Communication and Meetings on Site**

All H&S communication during the project between the PrCHSA and the PC will be done through the Principal Agent and be in writing, including the issue and responses to non-conformances and H&S audit results.

All update issues relating to COVID-19 will be required to be communicated at all levels.

Meetings are to be held virtually where possible to limit exposure to COVID-19.

**Failure to address issues timeously will be considered a serious offence.**

#### **20. Care of Workers on Site (Welfare)**


Adequate toilets, clean, safe drinking water and weather protected shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy.

Hand washing facilities, disinfectants and sanitizers will be provided across the site at common areas and entrances to work areas.

Arrangements for social distancing of 1.5m are to be made where existing facilities are shared with existing users must be made in writing and placed in the H&S file. Regular cleaning of all commonly used facilities, offices, and ablutions. Eating areas need to be cleaned prior to and post use. Staggered eating times are preferred, and note must be made of the chemicals used to clean the various areas. No plates, cups and glasses, or utensils may be shared. Water needs to be decanted or disposable cups used.

**Failure to ensure compliance will be considered a serious offence, work will be stopped if con-conformances noted until corrected.**

#### **21. HEALTH AND SAFETY FILE**

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The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:


- The SSHSS;
- The SSHSP and the approval by Client;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers;
- Records of audits, minutes etc.;
- Plant lists;
- Temporary electrical installations, and
- Employee records (who is on site).

## 22. NON-CONFORMANCES

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

The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor: Penalty: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/count, a non-conformance and/or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not	Non-compliance with traffic accommodation requirements: layout or physical conditions

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Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
	addressed within the agreed time frame	
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

### 23. Failure to Comply with Provisions

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

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the SSHSS,
- (ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

### 24. Public safety

The Principal Contractor shall ensure at all times that staff, and general public are aware of the dangers and risks involved whilst construction is taking place.


- Safety signage / posters shall be posted at all areas where construction work is taking place;
- Edges, excavations, stockpile areas, material storage areas, will be demarcated and no entry signage appended;
- Safety talks with employees shall be done, all employees shall be involved in keeping the site safe;
- CLO shall be given talks to do with the community members who are directly involved;
- A record of all training shall be kept, and indemnity documents shall be signed by those attending the safety talks.
- Community unrest shall be handled by the local SAPS. CLO shall assist the Contractor should the need arise.
- No visitors to site are allowed unless proper arrangements are made.



**ANNEXURE A  
PrCHSA AUDIT SHEET**

**EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT**

<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	

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## EXECUTIVE SUMMARY

### INTRODUCTION AND OVERVIEW

**Scoring:**


The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is " <b>No</b> " the rating will be 0	
If the answer is ' <b>not applicable</b> ' it will be noted as n/a	
If the answer is " <b>Yes</b> " the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceed expectation

**Key Abbreviations:**

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs
South African Bureau of Standards	SABS	South African National Standards	SANS
Joint Building Conditions of Contract	JBCC	South African Road Traffic Safety Manual	SARTSM

Provide a summary of site inspection, significant findings of the site inspection and the audit findings.

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#### CORE LEGAL RECORDS ON SITE:

THIS LIST IS NOT CONCLUSIVE – TO BE UPDATED MONTHLY RELATIVE TO WORKS IN PROGRESS. HOWEVER THE CHSO IS TO BE PRO-ACTIVE AND PRE-EMPT REQUIREMENTS WITH THE CONSTRUCTION SUPERVISOR (SITE AGENT). THE CONTENT WILL BE LINKED TO THE PHYSICAL CONDITIONS, PROCESSES AND ACTIVITIES NOTED ON SITE, OR PROGRAMME.

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Updated project <b>H&amp;S Organogram</b>					
	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
	CR 4 (c), 5 (f)	Written proof of registration / <b>Letters of good standing</b> available on Site					
	OHSA S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					
	OHSA S.37.2	<b>Mandatory agreements</b> between PC and contractors					



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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.	CR 3(3)	Notification to Provincial Director – Annexure A Available on site					
2.	CR 4(3)  5 (7)	Copy of Principal Contractor’s Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site (including all documentation-required in respect of the OHS&A Regulations Available at all times					
3.	CR 5(6) (9)	Copy of Principal Contractor’s Health & Safety Plan provided to Contractors Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
4.	CRs	Copies of technical method statements approved by Designer Register available, signed by Designer					
5.	CR 7(2)  OHS&A CR 7(4)	Risk Assessments: Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
6.	CR 7 (c)	Safe work procedures Procedure List of available SWPs Workers trained in SWPs Proof of training verified					
7.	OHS&A S. 13 CR 7(9)	Induction programme available Proof of <b>induction</b> training available					
8.	CR 9(2) (b) (3)	Structural information from Designer: Geo-science technical report					

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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Design loading of the structure Methods & sequence of construction Design risk assessment Amended H&S Specification					
9.	CR 11(3)(h)	Excavations: Competent persons appointed CVs available Depth of excavations on site Shoring in use  Registers in line with open excavations noted at site inspection					
10.	CR 11 (f) GSR 13A	Ladders: Competent person appointed Registers kept Registers for ladders noted on site					
11.	CR 21	Construction Vehicles: Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine list available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
12.	CR 25, 26 ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: Appointed per work area CVs Available Include site conditions Spoil areas Register available per area					
13.	GSR 2	PPE: included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction)					

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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Registers for condition checks					
14.	RHCSs CR 7; 23 GSR 4	Hazardous Chemical Use and Storage Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
15.	GSR 3	Emergency management: First aiders available through project Level 3 First aid boxes through site Evacuation procedures Registers available (noted on site)					
16.	GAR	Incident Management: Emergency co-ordinator appointed CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete					
17.	CRs RHCSs  GSR 2(a) MHSA	Medical Surveillance Programme Pre-placement Periodic Exit Workers at height Plant operators Random drug testing DME Annual Medical report					
18.	CR / FRs	Welfare Facilities: Toilets available where crews are working/clean Clean potable water available					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Adequate eating facilities					
19.		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
20.		<p><b>Covid-19 Management</b></p> <p>Policy in place The COVID-19 plan approved Have risk assessments been done? Have HIRA and Policy been submitted to the H&amp;S Committee, and evidence thereof? Have HIRA and Policy been submitted to DEL? Sharing of the DEL Directive and implementation? Have employees / Contractors been notified of actions if ill or COVID-19 symptoms? Discipline of employees/Contractors if deviation Is the supervision and monitoring in progress and is visible Signage re symptoms, visitors, emergency contacts, PPE and prevention measures up across the site and critical areas</p>					




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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		<p>The procedure for positive COVID-19 in place</p> <p>Tracing of contacts if needed</p> <p>Social distancing in place for workplaces and facilities, meetings</p> <p>Report to COIDA if a positive case contracted at work</p> <p>Issue of masks and other PPE noted in HIRA</p> <p>Training of wearing of masks</p> <p>Visitors have PPE available</p> <p>Enforcement of wearing of PPE and social distancing</p> <p>Ventilation – air conditioning or means of ventilation in offices, workshops and meeting areas</p>					

RESPONSIBILITY	SIGNATURE	DATE
PrCHSA SIGNATURE:		
PC SIGNATURE:		
DESIGNER SIGNATURE:		
CLIENT SIGNATURE:		

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## ANNEXURE B CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.


Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - All employees employed on a permanent or contractual basis over the duration of the contract
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### **Defect and Liability Period**

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OPrCHSA prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

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## ANNEXURE C NON-CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON-CONFORMANCE NO		
AGENT:		PROJECT:
Consultant:		Date and time:
Client		Area:
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
OTHER:		
The following penalties are to be applied:		
Signature of Designer		
Signature of CHSO/Site Agent		
Signature: of H&S Agent		

### C3.3 HIV/AIDS Specification with Schedules A to C



## **SECTION**

### **HIV/AIDS SPECIFICATION**

#### **HIV/AIDS REQUIREMENTS**

##### **1 SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

##### **2 DEFINITIONS AND ABBREVIATIONS**

###### **2.1 Definitions**

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all

###### **2.2 Abbreviations**

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

##### **3 BASIC METHOD REQUIREMENT**

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project

- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

#### **4 HIV/AIDS AWARENESS EDUCATION AND TRAINING**

##### **4.1 Workshops**

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at

workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

## 4.2 **Recommended practice**

### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

#### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

#### 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection

3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

#### 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

#### 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

#### 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

#### 4.3 **Displaying of plastic laminated posters and distribution of information booklets**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of

## Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## 5 **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

## 6 **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## 7 **APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

**8**      **MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

## SCHEDULE A

### HIV/AIDS PROGRAMME : SITE CHECKLIST

When did construction commence \_\_\_\_\_

Name of Departmental Project Manager \_\_\_\_\_

*Please refer to HIV/AIDS Programme activities during the reporting period*

<i>Tick the block if Contractor satisfactorily complied with specifications</i>																												
DATE	PI				PI				PI				PI				PI				PI							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												
Support service poster/s in a good condition																												

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							
_____							
Representative/Agent							
_____							
Contractor							



Date of progress inspection (dd/mm/yy) \_\_\_\_\_

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

Corrective actions

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Departmental Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SCHEDULE B

## HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Number of workshops conducted in reporting period \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED**

<i>Fill in the applicable information with regard to each workshop conducted</i>																												
DATE	W/S				W/S				W/S				W/S				W/S				W/S							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
<b>Content of workshop:</b> <i>(Mark the content included)</i>																												
SLO1																												
SLO2																												
SLO3																												
SLO4																												
SLO5																												
SLO6																												
SLO7																												
HIV/AIDS in construction video																												
Indicate the duration of the workshop in hours																												
Total number of Workers																												
Indicate workshop venue																												

**HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER**

<i>Fill in your name and indicate attendance by ticking the appropriate date</i>																									
<b>DATE</b>		<b>W/S</b>				<b>W/S</b>				<b>W/S</b>				<b>W/S</b>				<b>W/S</b>				<b>W/S</b>			
		D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
<b>No</b>	<b>NAMES</b>																								

# SCHEDULE C

## CONTRACTOR HIV/AIDS PROGRAMME REPORT

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

Project Location \_\_\_\_\_

Contract value of project (R) \_\_\_\_\_

Department of Public Works Project Manager \_\_\_\_\_

HIV/AIDS Programme duration: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

### AWARENESS MATERIAL

Describe location of posters displayed during the programme \_\_\_\_\_

\_\_\_\_\_

Comments on posters \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate total number of booklets distributed \_\_\_\_\_

Comments on booklets \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CONDOMS

Indicate total number of male condoms distributed \_\_\_\_\_

Indicate total number of female condoms distributed \_\_\_\_\_

Describe where male condom dispenser was placed \_\_\_\_\_

Describe where female condom dispenser was placed \_\_\_\_\_

### HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted \_\_\_\_\_

Indicate the duration of workshops \_\_\_\_\_

Indicate the total number of Workers that participated in the HIV/AIDS workshops \_\_\_\_\_

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry \_\_\_\_\_

\_\_\_\_\_

Comments on HIV/AIDS workshops on site \_\_\_\_\_

\_\_\_\_\_

**GENERAL**

Briefly describe programme activities and satisfaction with outcome \_\_\_\_\_

---



---

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site

---



---



---

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss  
 Reactive TB  
 Hair loss  
 Severe tiredness

Coughing or chest pain  
 Pain when swallowing  
 Persistent fever  
 Diarrhoea

Vomiting  
 Meningitis  
 Memory loss  
 Pneumonia

Number of HIV/AIDS-related deaths \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Departmental Project Manager**

\_\_\_\_\_  
**Date**

## C3.4 Contractors Report

## **CONTRACTOR MONTHLY REPORT**

**Project No:** ..... **Project Name:**  
.....

**Contract No:** .....

**Contractor Name:** .....

**Claim No:** ..... **For Period Ending:** .....

**Date of Report:** .....

**The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e. “NO REPORT – NO PAYMENT”.**

### **Attachments:**

- Part 2 Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
- Part 3 Weekly Task Wage Register
- Part 4 Local Labour Schedule
- Part 5 Beneficiary List (certified copy of ID's)

### **Additional Requirements:**

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
  - a. 55% women
  - b. 55% young people
  - c. the wage rate to be paid is R80.00 per day per person or higher



# OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Contract No: ..... **PART 2**

Project No. ....

Project Name: .....

Month of Report: .....

Sheet: ..... of .....

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker							
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men					
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D				
<b>Totals for this sheet</b>																					Total No. of workers Employed on the Project
<b>Totals from previous sheet</b>																					
<b>Totals carried forward</b>																					

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L)

**NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%**

Completed by: Name: ..... Signature: ..... Capacity ..... Date: .....

# WEEKLY TASK WAGE REGISTER (local labourers only)

Contract No: .....

# PART 3

Project No. .... Project Name: ..... Week Ending: ..... Sheet:..... of ....

Entries in this portion to be completed by Foreman									Entries in this portion to be Completed by Contractor				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
<b>Totals This Sheet</b>													
<b>Totals Brought Forward From</b>													
<b>Totals Carried Forward</b>													
									(A)		(B)		

Completed by: Name: ..... Signature: ..... Capacity: ..... Date: .....

# LOCAL LABOUR AND MATERIAL SCHEDULE

# PART 4

Contract No: ..... Date of Report: .....  
 Project No: ..... Project Name: .....  
 Claim No: ..... For Period Ending: .....  
 Contractor Name: .....

## 1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
<b>Total</b>			<b>R</b>

Transfer to 2 in table below

## 2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

## 3. Local Labour Schedule

Summary of Local Labour Employed		No. of local workers who worked on the project to date (From Part 2)	% of Total
<b>Columns refer to Columns in Part 2</b>			
1. Total No. of <b>individual local workers</b> who have worked on the Project (Column N)			100%
10. How many of the Total No. are <b>local youth</b> (35 yrs and under) (Column B & D)			
11. How many of the Total No. are <b>local women</b> (Column A + B)			

## 4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date

1. Material from Local Municipality		
2. Material from Local District Municipality		

3. Material from Outside the Eastern Cape		
4. Material from other areas within the Eastern Cape		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

### 5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying			
	Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
<b>Total</b>				

**NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%**

Completed by: .....  
Name    Signature    Capacity    Date

C3.6 EPWP



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

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**Guidelines for the Implementation  
of Labour-Intensive Infrastructure  
Projects under the Expanded  
Public Works Programme (EPWP)**

---

**SECOND EDITION • JULY 2005**



# Guidelines for the Implementation of Labour Intensive Projects under the Expanded Public Works Programme (EPWP)

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## Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction or projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.



The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from [www.epwp.gov.za](http://www.epwp.gov.za):

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002
- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating to the Labour Intensive Contractor Learnership Programme



## Amendments to the first edition incorporated in this second edition

Minor amendments to the text of the first edition have been made to:

- i) change the deadlines for persons in the employ of the contractor to be accredited in respect of the relevant CETA standards;
- ii) align the text with the requirements of the Construction Industry Development Regulations; and
- iii) delete text that has now become redundant.

## Terminology

**By hand:** refers to the use of tools which are manually operated and powered

**Form of contract:** refers to a document (conditions of contract) published by industry which establishes the rights, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

**Labour-intensive:** refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

**Public body:** refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

**Scope of work:** refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

## Abbreviations

CETA: Construction Education and Training Authority

CIDB: Construction Industry Development Board

ECSA: Engineering Council of South Africa

EPWP: Expanded Public Works Programme

FIDIC: French acronym for the International Federation of Consulting Engineers

NEC: New Engineering Contract

NQF: National Qualifications Framework

SANS: South African National Standard

SPWP: Special Public Works Programme

# 1 Introduction

Labour-intensive infrastructure projects under the EPWP include:

- using labour intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

## 2 Responsibilities of the public body

### 2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day);
- sidewalks and non-motorised transport infrastructure
- stormwater drainage; and
- trenching

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix C).

### 2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

*10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*

*10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*

*10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

### **2.3 Appointment of consulting engineers and contractors**

The public body must ensure that:

- i) the design of the labour intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix C);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix C); and
- iii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix C).

As a concession up to 30 June 2006, persons in the employ of contractors identified in Appendix C who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

### 3 Contract documentation for consulting engineers and contractors for labour-intensive construction projects

#### 3.1 General

All the standard forms of contract listed in the CIDB Standard for Uniformity in Construction Procurement may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend the approved forms of contract to implement labour based works.

Requirements for labour-intensive works need, however, to be established in the scope of work associated with a contract for both consultants and contractors.

The approved standard forms of contract for professional services use different terms to describe the parties to the contract. These guidelines use the terms employer and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts.

#### 3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the consulting engineering services associated with labour intensive works.

All services relating to the implementation of the works which are to be provided in terms of these Guidelines are normal services in terms of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of a Board Notice. Any changes in the design of the works to incorporate labour intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such ECSA publications.

The following must be included in the scope of work in the contract of employment with a Consulting Engineer:

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).

2. The staff member of the consultant who is responsible for the administration of any works contract involving labour intensive works must have completed the NQF level 5 unit standard "Manage Labour Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, tel: 011-265 5900).
3. The Consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works.
5. The Consultant shall, for monitoring purposes, keep monthly records of and transmit to the Client data obtained from the contractor on the following indicators with regard to workers employed:
  - Project budget
  - Actual Project Expenditure
  - Number of job opportunities created
  - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
  - Minimum day-task wage rate earned on project
  - Number of person-days of employment created
  - Number of persons who have attended a standard EPWP 10 day accredited training course

The definitions for these indicators are contained in Annexure D of the latest edition of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP). The values for the indicators shall be submitted to the Employer on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from [www.epwp.gov.za](http://www.epwp.gov.za)

6. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
  - a) whenever a payment certificate is presented to the Employer for payment; and
  - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

### 3.3 Contract Documentation for the Works

#### 3.3.1 Notice and Invitation to tender / Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the notice and invitation to tender:  Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.	
The following must be included in the tender data in accordance with the provisions of the CIDB Standard for Uniformity in Construction Procurement:	
F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

#### 3.3.2 Contract Data

As mentioned in 3.1, any approved standard form of contract for construction works may be used for labour-intensive projects. These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data in the contract with the Employer:  Payment for the labour-intensive component of the works  Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.  Applicable labour laws  The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.	
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## 1 Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
  - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
  - (c) "worker" means any person working in an elementary occupation on a SPWP;
  - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
  - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
  - (f) "task" means a fixed quantity of work;
  - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
  - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
  - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## 2 Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## 3 Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## 4 Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## 5 Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## 6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## 7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## 8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## 9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.

- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a still-born child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## 11 Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## 12 Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
  - (b) the tasks or job that the worker is to perform; and

- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

### 13 Keeping Records

- 13.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### 14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## 15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
  - (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

## 16 Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## 17 Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## 18 Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker

who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## 19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP;
  - (g) any other information agreed on by the employer and worker.

### 3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

Appendix E outlines the earthworks which are to be executed by hand in terms of the South African Nation Standard 1921-5.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

#### **DESCRIPTION OF THE WORKS**

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data . Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### **LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>  } any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>  } any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

### 1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

- 1.1.2 The rate of pay set for the SPWP is R ..... per task or per day.  
(Insert value determined by public body in terms of clause 2.2 of these Guidelines)
- 1.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 60 % women;
  - b) 20% youth who are between the ages of 18 and 25; and
  - c) 2% on persons with disabilities.

## **1.2 Specific provisions pertaining to SANS 1914-5**

### 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

### 1.2.3 Contract participation goals

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

### 1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.



## 1.2.5 Variations to SANS 1914-5

### 1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

### 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

## 1.3 Training of targeted labour

### 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

### 1.3.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

### 1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026

### 1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

### 1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

### 1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

### 1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

### Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

### Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### Hand excavateable material

Hand excavateable material is material:

- a) granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

### Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**Shaping**

All shaping shall be undertaken by hand.

**Loading**

All loading shall be done by hand, regardless of the method of haulage.

**Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

### 3.3.4 Bill of quantities

Labour-intensive works must be highlighted in the bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, should be included in the pricing Instructions and in the bills of quantities in the pricing data:

1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Description	Unit	Quantity	Rate	Amount
Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

## 4 Design checklist

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable will the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easily identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m the use of small volume local transport, particularly using animal drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilizing agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks. Refer to Appendix A for further details.

## APPENDIX A: SOURCES OF ADDITIONAL INFORMATION

The following sources provide comprehensive information in respect of the following topics:

Topic	Reference	Obtainable from
Besa building system	Agreement South Africa's Guideline 1, The Manufacture of BESA Blocks Agrément Open Certificate OC-1/2003. Agrément Open Certificate OC-2/2003. CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 2- The BESA Building System	Agreement South Africa www.agreement@csir.co.za  Construction Industry Development Board www.cidb.org.za under the section "job creation"
Brick and block making	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. Part 3: Section 1- Precast Concrete Products, Brick and Block Making	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Bituminous Surfacing	Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 12, March 1993. SABITA.	Southern African Bitumen and Tar Association.
Bituminous Surfacing	Methods and Procedures Labour Enhanced. Construction for Bituminous surfacings Manual 11, March 1993. SABITA.	Southern African Bitumen and Tar Association.
Conditions of Employment	Code of Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes Ministerial Determination: Special Public Works Programmes	EPWP Unit of the Department of Public Works
Concrete Block Paved Roads	Macleod, Concrete Block Paved Roads: The Development Potential .Construction and Development .Series, Number 8. Development Bank .of Southern. Africa. September, 1993	Development Bank of Southern Africa.
Concrete roads	Low-volume concrete roads by Bryan Perrie	Cement and Concrete Institute www.cnci.org.za
Earthworks	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za) • Part 2: Labour-based construction methods for earth works • Appendix 1: Quantitative Employment Data on Selected Construction Activities	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Labour intensive projects and programmes	McCutcheon, RT (ed) (1993). Interim Guidelines for employment-intensive construction projects. Construction and Development Series Number 2, Midrand: Development Bank of Southern Africa, February 1993 McCutcheon, RT and Marshall J (1996). Labour-intensive Construction and Maintenance of Rural Roads : Guidelines for the Training of Road Builders, Construction and Development Series, Number 14 (Midrand: DBSA, November 1996) McCutcheon, RT and Filip, LM (ed). Employment and high -standard infrastructure. Work Research Centre for Employment Creation in Construction (2003)	Development Bank of Southern Africa          School of Civil Engineering, University of the Witwatersrand.

Labour productivities	CIDB. Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>• Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Minimum wages	Wage determination for the Civil Engineering Sector	<a href="http://www.safcec.org.za">www.safcec.org.za</a> under the section "human resources"
Monitoring the employment of workers / compliance with the provisions of SANS 1914-5	SANS 10396, Implementing Preferential Procurement Policies Using Targeted Procurement Procedures <ul style="list-style-type: none"> <li>• Annex G: Implementing employment intensive infrastructure projects which target the increase of employment opportunities generated per unit of expenditure</li> <li>• Annex J: Third party management support</li> </ul>	Standards South Africa (division of the South African Bureau of Standards)
Pre-cast concrete works	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>• Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Preparing procurement documents	CIDB Best Practice Guidelines for Procurement C1: Preparing Procurement Documents  SANS 10403, Formatting and Compilation of Construction Procurement Documents	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation" Standards South Africa (division of the South African Bureau of Standards)
Roads	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>• Part 2: Labour-based construction methods for earthworks</li> <li>• Part 4: Section 4 - Foam bitumen gravel</li> <li>• Part 4: Section 5 - Cast in-situ block pavements (hysen cells)</li> <li>• Part 4: Section 6 - Emulsion treated gravel</li> <li>• Part 4: Section 7 - Waterbound macadam</li> <li>• Part 4: Section 8 - Slurry bound and composite macadams</li> <li>• Part 4: Section 9 - Labour-based methods for unsealed roads</li> <li>• Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	
Rubble concrete masonry	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>• Part 4: Section 2 – Rubble masonry dam construction technology</li> <li>• Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Stormwater drainage	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. <ul style="list-style-type: none"> <li>• Part 4: Section 1 – Labour-based Open Channel Flow Technology</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"
Trenches	CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from <a href="http://www.cidb.org.za">www.cidb.org.za</a> ) <ul style="list-style-type: none"> <li>• Part 2: Labour-based construction methods for earthworks</li> <li>• Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	Construction Industry Development Board <a href="http://www.cidb.org.za">www.cidb.org.za</a> under the section "job creation"



## **APPENDIX B:**

### TYPES OF INFRASTRUCTURE WHICH ARE SUITABLE FOR CONSTRUCTION USING LABOUR INTENSIVE METHODS

#### **B.1 Roads**

The following operations may be carried out using labour intensive methods:

1. Site clearance
2. Layer work construction including loading, hauling and spreading material.  
Note: All compaction should be done using conventional compaction equipment and where necessary the use of heavy machinery may be employed to loosen material for excavation by hand. Where significant use of blasting is indicated, then the Works are probably not suitable for labour intensive methods.
3. Where higher standards of roads are to be constructed then the following operations may be included:
  - Macadam base course either dry, water bound or emulsion bound; foamed bitumen gravel; emulsion treated gravel; or slurry bound or composite macadams .
  - Application of bitumen bound surface treatment (cold) including spreading and dragging of chips.
  - Slurry treatments to existing or new road surfaces.
  - In situ concrete roads.
  - Segmented block paved roads.
  - Cast in-situ block pavements (hysen-cells);
  - Road markings.
4. Fencing.
5. Erection of road signs.
6. Grass maintenance.
7. Road reserve maintenance.
8. Rubble masonry bridges, culverts and retaining walls

#### **B.2 Stormwater**

The following operations may be constructed using labour intensive construction methods:

1. Gabions and reno mattresses.
2. Small diameter pre-cast concrete elements (pipes and arches).
3. Grassed or lined water channels

### **B.3 Sewers**

The following operations may be constructed using labour intensive construction methods:

1. Sewer manholes either in brickwork or using specially manufactured pre-cast manhole rings (individual mass less than 320kg).
2. Sewer manhole covers and lids using specially designed pre-cast units.
3. Maturation or flocculation ponds with least dimension not exceeding 100m.

### **B.4 Water**

The following operations may be constructed using labour intensive construction methods:

1. Laying of water pipelines, fittings and house connections in all materials (including steel) where the mass of individual pipe lengths does not exceed 320kg.
2. Construction of ferro-cement reservoirs.
3. Excavation for membrane lined and floating roof reservoirs.
4. Construction of small masonry reservoirs.
5. Spring and well protection measures

### **B.4 Haul of Material**

Where the haul of any material exceeds 200m, consideration should be given to the use of local resources for transporting material. This includes the use of animal drawn vehicles and small trailer combinations utilising locally sourced tractors. All loading and off loading can be done by hand.

### **B.5 Electricity**

The following operations may be constructed using labour intensive methods:

1. Excavation of trenches for reticulation of all voltages.
2. Excavation for and erection of poles for overhead lines.
3. Installation of all electricity cables (joints and terminations by qualified persons).

## B.6 Houses, schools and clinics

Housing is seen as labour-intensive, but the number of local people that could be employed may be enhanced by one or more of the following:

1. Manufacture of masonry elements on site.
2. Excavation of all foundation trenches by hand.
3. Manufacture of roof trusses on site.
4. Adoption of the BESA System

Note: 1) In the BESA system walls are constructed using bitumen emulsion stabilised adobe blocks and mortar. External and internal wall surfaces can be finished in a variety of ways using a mortar mix or a cement/sand plaster.

2) The BESA Building System is the subject of an open certificate issued by Agrément South Africa. The concept of an open certificate is that the technology is not the intellectual property of any company or individual and the information is available to anyone who wishes to use it. Any competent person, company or institution who wishes to use this system and is capable of carrying out this work in accordance with the terms and conditions of certification and undertakes to do so, may apply to Agrément South Africa to be registered as a holder of this open certificate.

## APPENDIX C: REQUIRED SKILLS PROGRAMMMES

### C.1 Client/ Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards, as set out in Table C.1.

Table C.1: Skills programme for client / employer staff

Personnel	NQF	Unit Standard Title	Skills Programme Description
Senior management and professionals	7	Develop and Promote Labour-Intensive Construction Strategies	Skills Programme against this single unit standard
Middle (technical)	5	Manage Labour-Intensive management Construction Projects	Skills Programme against this single unit standard
Middle (admin)	5	Manage Labour-Intensive management Construction Projects	Skills Programme against this single unit standard

### C.2 Consultants

The person responsible for the design and documentation of the labour intensive works, must have completed, or be registered on a skills programme for, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies". (see Table C.2)

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5 unit standard "Manage Labour Intensive Construction Projects". (see Table C.2)

Table C.2: Skills programme for consultants

Personnel	NQF	Unit standard Title	Skills Programme Description
Administrator / Site Supervisor	5	Manage Labour Intensive Construction Projects	Supervisor Skills Programme against this single unit standard
Designer	7	Develop and Promote Labour-Intensive Construction Strategies	Skills Programme against this single unit standard

### C.3 Contractors

The unit standards for contractors are outlined in Table C.3.

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

Contractors having a CIDB contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF	Unit standard Titles	Skills Programme Description
Team Leader / Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> any one of the 1 unit standards must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b> any one of the 3 listed unit standards must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

## **APPENDIX D:** DEFINITIONS OF PROGRAMME INDICATORS

### **Person-days of Employment Created**

The number of people who worked on a project x the number of days each person worked.

### **Job Opportunities**

1 job opportunity = paid work created for an individual on an EPWP project for any period of time. In the case of social sector projects, learnerships will also constitute job opportunities. The same individual can be employed on different projects and each period of employment will be counted as a job opportunity.

### **Project Wage**

Minimum Daily Wage Rate = daily wage (whether task-rated or time-rated) per individual project. This wage rate must be inserted in the Project tender document as per the EPWP Guidelines.

### **Training Person-Days**

A formal EPWP training course has been arranged by the Dept. of Labour. The number of training person-days attending this course or modules of this course must be captured.

For Other Training 1 training day = at least 7 hours of formal training. The number of Training Person-days is the number of people who attended training x the number of days of training.

A distinction must be made between accredited and non-accredited training person-days.

### **Project Budget**

The project budget = the price tendered by the contractor + the professional fees for the professional service provider appointed to design and supervise the project. The project budget excludes government management & administration costs.

### **Actual Expenditure**

Actual expenditure = the expenditure on the project by the contractor + the expenditure by the professional service provider appointed to design and supervise the project.

The actual expenditure excludes expenditure on government management & administration.

### **Demographic Characteristics of Workers**

The number of workers that fall within the following categories must be recorded:

- Youth (i.e. 18 – 35 years of age)
- Women
- People with disabilities

The definitions contained in the Preferential Procurement Regulations of 2001 for these categories of beneficiaries will be utilised.

## **Part 2: Pricing Data**

## C2.1 Pricing Instructions

## **C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL
Bid No:	SCMU6-22/23-0005

### **1. BILLS OF QUANTITIES**

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Bid, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

### **2. VALUE ADDED TAX**

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

### **3. PREVIOUS WORK**

The bidder is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.





**EASTERN CAPE PROVINCE  
DEPARTMENT OF EDUCATION  
TENDER DOCUMENT**

**FOR**

**APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS  
AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL**

**EMIS NO: 200600012**

**DISTRICT: JOE GQABI**

**TENDER NO: SCMU6-22/23-0006  
CIDB Grade: 6GB**

# **BILL OF QUANTITIES**

Compiled for:

**SUPPLY CHAIN MANAGEMENT**  
Department of Education  
Steve Tshwete Complex  
Zone 6  
**ZWELITSHA**  
5608  
Website: [www.edu.ecprov.gov.za](http://www.edu.ecprov.gov.za)

Compiled by:

**DEPARTMENT OF EDUCATION (DoE)  
INFRASTRUCTURE DELIVERY**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
5608

**NOVEMBER 2022**

C2.2 Preliminaries/Bill of Quantities/Final  
Summary

## **SECTION NO. 1 - PRELIMINARIES**

**SECTION 1****PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

**PRELIMINARIES**

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

**PRICING OF PRELIMINARIES**

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

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

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT****DEFINITIONS**

A1.0

**DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**OBJECTIVE AND PREPARATION**

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

Clause 2.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A3.0 **DOCUMENTS**

Clause 3.0

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

Clause 3.7 is amended by the addition of the following:

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**SECTION 1: PRELIMINARIES (SECTION A)**

**Each Item Carried to Collection**

A5.0 **EMPLOYER'S AGENTS**  
 Clause 5.0  
 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8  
 Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A6.0 **SITE REPRESENTATIVE**  
 Clause 6.0  
 Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A7.0 **COMPLIANCE WITH REGULATIONS**  
 Clause 7.0  
 Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification  
 Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A8.0 **WORKS RISK**  
 Clause 8.0  
 Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A9.0 **INDEMNITIES**  
 Clause 9.0  
 Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

A10.0 **WORKS INSURANCES**  
 Clause 10.0  
 Clause 10.0 is amended by the addition of the following clauses:  
**10.5 Damage to the Works**  
 (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary  
 (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**  
 (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6  
 (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

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

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

## 10.7 High risk insurance

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

### 10.7.1 Damage to the works

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

A13.0 **No clause**

A14.0 **SECURITY**

Clause 14.0

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

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

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

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

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

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



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

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

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

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

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

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) **within twenty one (21) calendar days from commencement date**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

## EXECUTION

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

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within **Five (5) calendar days** of **commencement date**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A16.0 **ACCESS TO THE WORKS**

Clause 16.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

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

Clause 18.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A19.0 **ASSIGNMENT**

Clause 19.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A20.0 **NOMINATED SUBCONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A21.0 **SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A22.0 **EMPLOYER'S DIRECT CONTRACTORS**

**SECTION 1: PRELIMINARIES (SECTION A)**

**Each Item Carried to Collection**

Clause 22.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**COMPLETION**

**A24.0 PRACTICAL COMPLETION**

Clause 24.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A25.0 WORKS COMPLETION**

Clause 25.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A26.0 FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting “#” next to 26.1.2

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A27.0 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A28.0 SECTIONAL COMPLETION**

Clause 28.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A30.0

### **PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

### **PAYMENT**

A31.0

### **INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

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

#### **Alternative A**

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

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

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

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

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

#### **Alternative B**

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

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

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

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

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

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

Clause 31.9 is further amended by the addition of the following:

"Should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon the date, the thirty (30) day period for due date of payment of the invoice shall commence."

Clause 31.12 is amended by deleting the following:

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A32.0

#### **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A33.0

**RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract33.2.13 the **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

A34.0

**FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

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

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

Clause 34.8 is amended by deleting the words “where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”Clause 34.13 is amended by replacing “seven (7) **calendar days**” with “thirty (30) **calendar days**” and deleting the words “subject to the **employer** giving the **contractor** a tax invoice for the amount due”

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

A35.0

**PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item****CANCELLATION**

A36.0

**CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT**

Clause 36.0

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

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

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

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

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A37.0 **CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT**

Clause 38.0

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item



**DISPUTE**A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**SUBSTITUTE PROVISIONS**A41.0 **STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**CONTRACT VARIABLES**A42.0 **THE SCHEDULE (C1.2: CONTRACT DATA)**

Clause 42.0

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**SECTION B: JBCC PRELIMINARIES**

B1.0 **DEFINITIONS AND INTERPRETATION**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B2.0 **DOCUMENTS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **N/A**

B2.5 ***Priced documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B2.6 ***Tender submission***

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B3.0 **THE SITE**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B3.2 ***Geotechnical investigation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B3.3	<b>Inspection of the site</b>			
	Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.4	<b>Existing premises occupied</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.5	<b>Previous work – dimensional accuracy</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.6	<b>Previous work – defects</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.7	<b>Services – known</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.8	<b>Services – unknown</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.9	<b>Protection of trees</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.10	<b>Articles of value</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B3.11	<b>Inspection of adjoining properties</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B4.0	<b>MANAGEMENT OF CONTRACT</b>			
B4.1	<b>Management of the works</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B4.2	<b>Programme for the works</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>
B4.3	<b>Progress meetings</b>			
	Fixed:_____ Value related:_____ Time related:_____			<b>Item</b>

B4.4	<b>Technical meetings</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B4.5	<b>Labour and plant records</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>		
B5.1	<b>Samples of materials</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.2	<b>Workmanship samples</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.3	<b>Shop drawings</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.4	<b>Compliance with manufacturers' instructions</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.0	<b>TEMPORARY WORKS AND PLANT</b>		
B6.1	<b>Deposits and fees</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.2	<b>Enclosure of the works</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.3	<b>Advertising</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.4	<b>Plant, equipment, sheds and offices</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.5	<b>Main notice board</b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.6	<b>Subcontractors' notice board</b>	Fixed: _____ Value related: _____ Time related: _____	<b>N/A</b>

B7.0	<b>TEMPORARY SERVICES</b>			
B7.1	<b>Location</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B7.2	<b>Water</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B7.3	<b>Electricity</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B7.4	<b>Telecommunication facilities</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B7.5	<b>Ablution facilities</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B8.0	<b>PRIME COST AMOUNTS</b>			
B8.1	<b>Responsibility for prime cost amounts</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B9.0	<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>			
B9.1	<b>General attendance</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B9.2	<b>Special attendance</b>	Fixed: _____	Value related: _____	Time related: _____ <b>N/A</b>
B9.3	<b>Commissioning – fuel, water and electricity</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B10.0	<b>FINANCIAL ASPECTS</b>			
B10.1	<b>Statutory taxes, duties and levies</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>
B10.2	<b>Payment for preliminaries</b>	Fixed: _____	Value related: _____	Time related: _____ <b>Item</b>

B10.3	<b><i>Adjustment of preliminaries</i></b>  Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> ” with “when submitting his priced <b>bills of quantities / lump sum document</b> ” Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B10.4	<b><i>Payment certificate cash flow</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.0	<b>GENERAL</b>
B11.1	<b><i>Protection of the works</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.2	<b><i>Protection / isolation of existing / sectionally occupied works</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.3	<b><i>Security of the works</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.4	<b><i>Notice before covering work</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.5	<b><i>Disturbance</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.6	<b><i>Environmental disturbance</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.7	<b><i>Works cleaning and clearing</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.8	<b><i>Vermin</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.9	<b><i>Overhand work</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>
B11.10	<b><i>Instruction manuals and guarantees</i></b>  Fixed:_____ Value related:_____ Time related:_____ <b>Item</b>

B11.11 | **As built information**Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**B11.12 | **Tenant installations**Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**N/A**B12.0 | **SCHEDULE OF VARIABLES**B12.1 | **Pre-tender information**Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

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

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

**12.1 PRE-TENDER INFORMATION**12.1.1 **Provisional bills of quantities**[2.2] *The quantities are provisional* (yes/no)  Yes12.1.2 **Availability of construction documentation**[2.3] *Construction documentation is complete* (yes/no)  No12.1.3 **Interests of agents**

[2.4] Details: N/A

12.1.4 **Defined works area**[3.1] Details: The area of the **works** to be occupied by the **contractor**, any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the **principal agent** at the pre-tender site inspection.12.1.5 **Geotechnical investigation**

[3.2] Details: N/A

12.1.6 **Existing premises occupied**[3.4] Specific requirements: The existing buildings shall not be occupied during the execution of the **works**, except for the kitchen located in 'Maintenance Store'. The **contractor**, all **subcontractors**, etc shall be limited to the defined works area of the **works** and shall not enter the remainder of the hostel complex, which will be in use and occupied during the **construction period**.The **contractor** shall provide for all necessary temporary barriers, safety and other signage, etc he deems necessary or are required by law, including removal thereof on completion of the works.

All services shall be maintained at all times to the occupied buildings, etc and the contractor shall give notice before the interruption of any existing service.

12.1.7 **Previous work – dimensional accuracy****SECTION 1: PRELIMINARIES (SECTION C)****Each Item Carried to Collection**

[3.5]	Details: Refer to C3.1: Scope of Works for works previously executed		
12.1.8 [3.6]	<b>Previous work – defects</b> Details: The <b>contractor</b> shall, immediately after taking possession of the <b>site</b> , inspect the works executed under the previous contract and notify the <b>principal agent</b> in writing within ten (10) working days of any existing defects.		
12.1.9 [3.7]	<b>Services – known</b> Details: Services not indicated on drawings will be pointed out on site by the principal agent.		
12.1.10 [3.9]	<b>Protection of trees</b> Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.		
12.1.11 [3.11]	<b>Inspection of adjoining properties</b> Specific requirements: All adjacent buildings, municipal roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.		
12.1.12 [6.2]	<b>Enclosure of the works</b> Specific requirements: The <b>contractor</b> must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the <b>construction period</b> and removed on completion of the <b>works</b> .		
12.1.13 [6.4.3]	<b>Offices</b> Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times		
12.1.14 [6.5]	<b>Main notice board</b> Specific requirements: The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as per the EPWP specification and the drawing annexed to these bills of quantities for tender purposes, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.		
12.1.15 [6.6]	<b>Subcontractors' notice board</b> A notice board is required Specific requirements: None	(yes/no)	<input type="text" value="No"/>
12.1.16 [7.2]	<b>Water</b> Option A (by <b>contractor</b> ) Option B (by <b>employer</b> – free of charge) Option C (by <b>employer</b> – metered)	(yes/no)	<input type="text" value="No"/> <input type="text" value="No"/> <input type="text" value="Yes"/>
12.1.17 [7.3]	<b>Electricity</b> Option A (by <b>contractor</b> ) Option B (by <b>employer</b> – free of charge) Option C (by <b>employer</b> – metered)	(yes/no)	<input type="text" value="No"/> <input type="text" value="No"/> <input type="text" value="Yes"/>
12.1.18	<b>Telecommunications</b>		



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

**SECTION C: SPECIFIC PRELIMINARIES**

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

**C1.0 CONTRACT DRAWINGS**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**C2.0 GENERAL PREAMBLES**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**C3.0 TRADE NAMES**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

**C4.0 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (T2.2q) to be completed by tenderer)

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
**Item**

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**N/A**

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**N/A**

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**N/A**

C8.0 **SECURITY CHECK OF PERSONNEL**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**N/A**

C9.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**N/A**

C10.0 **HIV/AIDS AWARENESS**

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

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

C10.1 **AWARENESS CHAMPION**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C10.2 **AWARENESS WORKSHOPS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C10.4 **ACCESS TO CONDOMS**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C10.5 **MONITORING**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C11.0 **LABOUR INTENSIVE WORKS**

The **contractor** shall comply with the requirements set out in C3.5: Special Provisions of Contract for Labour Intensive Sections of this Project under the Expanded Public Works Programme (EPWP)

Those parts of the **works** to be constructed using labour-intensive methods have been marked in the bills of quantities with the letters "LI" or the words "Labour Intensive". The **works**, or parts of the **works** so designated shall be constructed using labour-intensive methods only. The use of plant to execute such **works**, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked in the bills of quantities are not necessarily an exhaustive list of all **works** which shall be done by hand and this clause does not over-ride any of the requirements in the Specification for Social and Economic Deliverables in Construction Works Contracts.

Payment for items which are designated to be constructed labour-intensively (either in the bills of quantities or in the Scope of Works) shall not be made unless it was constructed using labour-intensive methods. Any unauthorised use of plant to carry out such works shall not be condoned and any works so constructed shall not be certified for payment.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C16.0 **EMPLOYMENT OF COMMUNITY LIAISON OFFICER**

The **contractor** shall employ during the **construction period** a community liaison officer. A provisional sum has been included in C2.2: Bills of Quantities for the salary of the community liaison officer, but the **contractor** shall allow for all other costs related to the employment of the community liaison officer, such as, but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

C17.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

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

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

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

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.1 **OCCUPATIONAL HEALTH AND SAFETY**

Preparation of contractor's site specific health and safety plan

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.2 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's initial obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.3 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.4 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of reflective vests

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.5 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of hard hats

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

C17.6	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of protective footwear Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.7	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of earplugs Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.8	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of dust masks Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.9	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of gloves Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.10	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of high visibility overalls to SARTSM Chapter 13 Level 3 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.11	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)</b> Provision of SANS approved ear defenders Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.12	<b>OCCUPATIONAL HEALTH AND SAFETY</b> Provision of full time construction health and safety officer Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
C17.13	<b>OCCUPATIONAL HEALTH AND SAFETY</b> Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations and exit examinations Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>

C17.14 **OCCUPATIONAL HEALTH AND SAFETY**

Induction training

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**C17.15 **OCCUPATIONAL HEALTH AND SAFETY**

Provision of first aid boxes to GSR requirements

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**C17.16 **OCCUPATIONAL HEALTH AND SAFETY**

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**C17.17 **OCCUPATIONAL HEALTH AND SAFETY**

Submission of health and safety file

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**



**SECTION 1  
PRELIMINARIES**

**COLLECTION**

**AMOUNT**

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CARRIED TO FINAL SUMMARY**

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**SUBTOTALS:**

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

**PROVISIONAL BILLS OF QUANTITIES**  
**FOR**  
**ALIWAL NORTH HIGH SCHOOL**  
**FOR**

**ARCHITECTS**

Tel.  
Fax:  
e Mail:

**QUANTITY SURVEYORS**

New Dimension Technology  
Quantity Surveyors and Construction Consultants  
2nd Floor, Old Warehouse Building, Black River  
Park, Observatory

Tel. +27 21 202 3477  
Fax:  
e Mail: support@qsplus.co.za

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

	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 2</u></b>  <b><u>BUILDING WORKS</u></b>  <b><u>BILL NO. 1</u></b>  <b><u>ALTERATIONS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>DEMOLITIONS</u></b></p> <p><b><u>Nature and extent:</u></b>                      The contractor shall completely remove the buildings, etc in a careful, skilful, practical and safe manner.                      Removal of posts, etc with concrete bases shall include filling in holes with selected material from the excavations and compacting to minimum 93% Mod AASHTO density.</p> <p><b><u>Notices, etc:</u></b>                      The contractor shall give ample notice to the Principal Agent and School Authorities regarding any removal that affect the school.</p> <p><b><u>Disposal of debris:</u></b>                      The contractor shall be responsible for the removal from the site of all materials, rubble, debris and rubbish resulting from the demolitions.</p> <p><b><u>EARTHWORKS</u></b></p> <p><b><u>Carting away excavated material:</u></b>                      Descriptions of carting away excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or alternatively, from stock piles situated on site.</p> <p><b><u>Filling:</u></b>                      Notwithstanding the reference to prescribed multiple handling in clause 1 on page 6 of Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material.</p> <p><b><u>Topsoil/ garden soil:</u></b>                      Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal composition of 15% to 25% clay, 10% silt/ sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% . All material shall be free of harmful deposits as well as unwanted seeds.</p> <p><b><u>CONCRETE BLOCK PAVING</u></b>                      Block paving to be manufactured in accordance with SANS Specification 1058.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 2                      Bill No. 1                      Alterations</p>			R	



	Unit	Quantity	Rate	Amount
<p>Paving to be laid in accordance with SANS 1200MJ, SANS 1058 and the Concrete Manufacturers Association's Specification.                      Clean dry jointing sand complying with SANS 1200MJ is to be swept into joints between paving units.                      Paving to be installed with a minimum longitudinal fall of 1% and transverse fall of at least 2%.                      All block paving shall be inspected and resanded after three months</p> <p><b><u>REMOVAL OF EXISTING WORK, DEMOLITIONS, ETC.</u></b></p> <p><b><u>Breaking up and removing existing buildings, shacks, etc.</u></b></p>				
1	No	1		
2	No	1		
Carried to Collection			<b>R</b>	
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**ALTERATIONS**  
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Bill No. 1  
Alterations

Unit      Quantity      Rate      Amount

**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 2**  
**CARPENTRY AND JOINERY**

Carried to Collection

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Section No. 2  
Bill No. 2  
Carpentry And Joinery

	Unit	Quantity	Rate	Amount
<p><b><u>PREFABRICATED CLASSROOMS AND OTHER OPERATIONAL STRUCTURES</u></b></p> <p><b><u>Supply and erect the following prefabricated modular units all in strict accordance with the attached project specifications and in conjunction with the drawings scheduled hereunder. The necessary demolitions and removal of existing structures, etc, is part of the scope of work and is measured separately in this document. Prices must include for all internal electrical and air-conditioning installations in accordance with the project specification. External services and the connection thereto will be provided by other contractors and is not part of this contract.</u></b></p> <p><b><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</u></b></p> <p><b><u>Attached at the rear of this document are the following drawings which indicate the required sizing and layouts of the modular units.</u></b></p> <p><b><u>Darwing PE-0001-1A: classrooms,</u></b>  <b><u>Drawing CL2-W : Classroom,</u></b></p> <p><b><u>Attached at the rear of this document is the site plan which indicate the required sizing and layouts of the modular units.</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>NOTE: All the alternative building technology buildings are design build therefore the contractor must employ a competent qualified design team for the design , construction supervision and commissioning of the buildings. The Modular Structures Specifications for Design, Manufacture, Supply, Deliver and Erect Prefabricated Structures attached to these Bills must be applied by the design team. JBCC principal building agreement clause will not apply on the alternative building technology buildings.</u></b></p> <p><b><u>Description of erection process:</u></b></p>				
<p>Carried to Collection</p>			<p>R</p>	
<p>Section No. 2            Bill No. 2            Carpentry And Joinery</p>				

	Unit	Quantity	Rate	Amount
<p><b><u>All material, workmanship, etc are to be of highest quality and must comply with SANS 10400 and SANS 204:2011 The application of the National Building Regulations and specification of materials and methods used PW 371, which is obtainable from the Department of Public Works, and shall be read in conjunction with items from bills of quantities.</u></b></p> <p><b><u>Foundations and surface bed</u></b></p> <p><b><u>1. A competent person classifies the site in accordance with the site class designation set out in table 3 of SAIEG publication guidelines for urban engineering geological investigations.</u></b></p> <p><b><u>2. All foundations must be designed by a professional engineer in accordance with the requirement of SANS 10161 and constructed accordingly.</u></b></p> <p><b><u>3. The foundations and surface floor slab are cast in accordance with the plan of the building, using concrete with a minimum compressive strength of 20MPa at 28 days.</u></b></p> <p><b><u>4. The in-situ platform under the surface bed slab to be scarified to a depth of 150mm and to be compacted to 93% mod AASHTO.</u></b></p> <p><b><u>5. The fill under the slab to be imported filling (G 7) to be deposited in layers not exceeding 150mm thick, well watered and compacted to 95% mod. AASHTO density.</u></b></p> <p><b><u>6. The foundation slab is cast on a 250 micro damp membrane sheeting complying with the requirements of SANS 952.</u></b></p> <p><b><u>7. A 50mm thick layer of clean dry sand filling selected and supplied by the contractor, watered and consolidated to laid under the DPM membrane sheeting.</u></b></p> <p><b><u>8. The thickness of the concrete in the floor construction to be minimum of 100mm.</u></b></p> <p><b><u>9. The contractor to allow for any contraction by constructing expansion joints as required.</u></b></p> <p><b><u>Shop drawings and designs:</u></b></p> <p><b><u>Successful contractor must provide the principal agent with shop drawings and foundation designs before commencing with works on site. The contractor must resume with the works only after the client / principal agent has approved the design of the buildings.</u></b></p> <p><b><u>Quality certificates:</u></b></p>				
<p>Section No. 2 Bill No. 2 Carpentry And Joinery</p>			R	

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	Unit	Quantity	Rate	Amount
<p><b><u>1. Contractor must provide compaction certificate for density. 2. Contractor must provide concrete compressive strength certificate. 3. Contractor must provide a structural walling certificate. 4. Contractor must provide a roof covering certificate. 5. Contractor must provide a certificate of compliance for electrical installation. 6. Contractor must provide a lighting protection certificate where applicable. 7. Contractor must provide a commission certificate for the entire building, it must also confirm the life expectancy of the building which be not less than 15 years.</u></b></p> <p><b><u>Two (2) Classroom block, Prefabricated structure with a thickness of 100mm</u></b></p>				
1	No	1		
<p>Construction of prefabricated structure for classrooms (60m<sup>2</sup> per classroom) building size 14, 690mm x 9, 870mm wide x 3,000mm high overall, building width is inclusive of verandah 1,630mm wide with verandah poles encased in concrete. Prefabricated structure complete including prefabricated walling, doors, windows, ceilings, roofs, Electrical and finishes. Structure to conform to the NHBRC and SANS standards. Each classroom must have a pinning board size 4800 x 1300mm high and chalk board size 4800 x 1300mm high. The structures must also include barge boards, fascia boards, gutters and downpipes.(NOTE REFER TO C3.1 MODULAR STRUCTURES SPECIFICATIONS FOR TEMPORARY FLOOR CONSTRUCTION)</p>				
<p><b><u>Two (2) Classroom block and HOD offices, Prefabricated structure with a thickness of 100mm</u></b></p>				
2	No	1		
<p>Construction of prefabricated structure for classrooms (60m<sup>2</sup> per classroom) and HOD Offices (28m<sup>2</sup>) building size 18,900mm x 9,870mm wide x 3,000mm high overall, building width is inclusive of verandah 1,630mm wide with verandah poles encased in concrete. Prefabricated structure complete including prefabricated walling, doors, windows, ceilings, roofs, Electrical and finishes. Structure to conform to the NHBRC and SANS standards. Each classroom must have a pinning board size 4800 x 1300mm high and chalk board size 4800 x 1300mm high. The structures must also include barge boards, fascia boards, gutters and downpipes.(NOTE REFER TO C3.1 MODULAR STRUCTURES SPECIFICATIONS FOR TEMPORARY FLOOR CONSTRUCTION)</p>				
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Carpentry And Joinery				

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**CARPENTRY AND JOINERY**  
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**SECTION NO. 3**  
**EXTERNAL WORKS**

	Unit	Quantity	Rate	Amount
<p><b>SECTION NO. 3</b></p> <p><b>EXTERNAL WORKS</b></p> <p><b>BILL NO. 1</b></p> <p><b>EARTHWORKS</b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Trade Preambles:</u></b></p> <p>For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.</p> <p>Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.</p> <p><b><u>Carting away of excavated material:</u></b></p> <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> <p><b><u>Topsoil/ garden soil:</u></b></p> <p>Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal composition of 15% to 25% clay, 10% silt/ sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% . All material shall be free of harmful deposits as well as unwanted seeds.</p> <p><b><u>Filling:</u></b></p> <p>Notwithstanding the reference to prescribed multiple handling in clause 1 on page 6 of Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material.</p> <p><b><u>SITE CLEARANCE, ETC.</u></b></p> <p><b><u>Site clearance</u></b></p> <p>1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth</p> <p style="text-align: right;">m<sup>2</sup>                  507</p> <p><b><u>Excavations in earth:</u></b></p> <p>2 Remove topsoil and vegetation to a depth of 150mm and deposit on site in spoilheaps where directed by the Engineer.</p> <p style="text-align: right;">m<sup>2</sup>                  507</p> <p style="text-align: right;">Carried to Collection</p> <p style="text-align: right;">R</p>				
<p>Section No. 3</p> <p>Bill No. 1</p> <p>Earthworks</p>				



	Unit	Quantity	Rate	Amount
14	No	8		
<p><b><u>Prescribed density tests on filling</u></b></p> <p>Modified AASHTO Density test</p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Cost of tests:</u></b></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).</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>Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p><b><u>Movement joints:</u></b></p> <p>Formwork to edges of concrete at movement joints has been measured separately, unless otherwise described.</p> <p><b><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></b></p> <p><b><u>25MPa/19mm concrete</u></b></p>				
15	m <sup>3</sup>	39		
Carried to Collection				
Section No. 3				
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	Unit	Quantity	Rate	Amount
<b><u>STORMWATER CHANNELS</u></b>				
Insitu concrete channels:				
16				
600 x 150mm 20Mpa open concrete stormwater channel with 560 x 60mm deep 'V' channel, on suitable 150mm subbase material compacted to 93% Mod A.A.S.H.T.O. density, including all necessary excavations, formwork, compaction, grading, carting away, etc	m	129		
17				
Extra over for angles, intersections, ends, dressing into sides of catchpits, etc	No	8		
18				
Extra over for widening concrete to form spreader 1200mm wide extreme, for a length of 1000mm and bedding 120mm stone pitching in concrete spaced at 200mm centre spacings to falls including brushing concrete between stones.	No	4		
<b><u>CONCRETE TESTS</u></b>				
<b><u>Test blocks:</u></b>				
19				
Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	9		
<b><u>CONCRETE SUNDRIES</u></b>				
<b><u>Finishing top surfaces of concrete smooth with a steel trowel</u></b>				
20				
Surface beds, slabs, etc.	m <sup>2</sup>	394		
<b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u></b>				
<b><u>Smooth Formwork to Sides:</u></b>				
21				
Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	385		
<b><u>MOVEMENT JOINTS ETC</u></b>				
<b><u>Vertical construction joints through concrete including thick cement slurry to one face:</u></b>				
22				
Surface beds not exceeding 300mm thick.	m	162		
<b><u>REINFORCEMENT (PROVISIONAL)</u></b>				
<b><u>Fabric reinforcement:</u></b>				
23				
Mesh Ref. No. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m <sup>2</sup>	54		
24				
Mesh Ref. No. 245 fabric reinforcement in concrete surface beds, slabs, etc.	m <sup>2</sup>	340		
Carried to Collection				
Section No. 3				
Bill No. 1				
Earthworks				
			<b>R</b>	

		Unit	Quantity	Rate	Amount
<p><b><u>WATERPROOFING</u></b>  <b><u>One layer of 250 micron 'USB GREEN' waterproof sheeting sealed at laps with 'Gunplas Pressure Sensitive Tape':</u></b></p>					
25	Under surface beds.	m <sup>2</sup>	340		
<p>Section No. 3                  Bill No. 1                  Earthworks</p>	Carried to Collection			<b>R</b>	

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Earthworks

	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS</u></b>  <b><u>BILL NO. 2</u></b>  <b><u>RAMPS AND STAIRS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Trade Preambles:</u></b>                      For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.                      Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.</p> <p><b><u>Carting away of excavated material:</u></b>                      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> <p><b><u>SITE CLEARANCE, ETC.</u></b></p> <p><b><u>Site clearance</u></b></p>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	9	
<p><b><u>BULK EXCAVATION, FILLING, ETC</u></b></p> <p><b><u>Open face excavation in earth over sloping site</u></b>  <b><u>Excavation in earth not exceeding 2m deep</u></b></p>				
2	Over site to reduce levels and depositing excavated material in prescribed stock piles on site.	m <sup>3</sup>	4	
<p><b><u>Extra over bulk excavations in earth for excavation in</u></b></p>				
3	Soft rock	m <sup>3</sup>	1	
4	Hard rock	m <sup>3</sup>	1	
<p><b><u>Extra over all excavations for carting away</u></b></p>				
5	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m <sup>3</sup>	4	
<p><b><u>Keeping excavations free of water</u></b></p>				
6	Keeping excavations free of all water other than subterranean water	Item		
			Carried to Collection	R
Section No. 3 Bill No. 2 Ramps And Stairs				



	Unit	Quantity	Rate	Amount
<b><u>FILLING ETC OTHER THAN BULK</u></b>				
<b><u>Over site of G5-SUBGRADE material compacted to 95% Mod A.A.S.H.T.O. density.</u></b>				
7	m <sup>3</sup>	2		
<b><u>Over site of G7-SUBGRADE material compacted to 93% Mod A.A.S.H.T.O. density.</u></b>				
8	m <sup>3</sup>	2		
<b><u>Compaction of surfaces</u></b>				
9	m <sup>2</sup>	9		
<b><u>Prescribed density tests on filling</u></b>				
10	No	6		
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>Cost of tests:</u></b>				
<p>The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).</p>				
<b><u>Formwork:</u></b>				
<p>Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p>				
Carried to Collection				
Section No. 3				
Bill No. 2				
Ramps And Stairs				
			<b>R</b>	

	Unit	Quantity	Rate	Amount
<p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p><b><u>Movement joints:</u></b></p> <p>Formwork to edges of concrete at movement joints has been measured separately, unless otherwise described.</p> <p><b><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></b></p> <p><b><u>20MPa/19mm concrete</u></b></p>				
11	m <sup>3</sup>	2		
12	m <sup>3</sup>	2		
13	m <sup>3</sup>	2		
<p><b><u>CONCRETE TESTS</u></b></p> <p><b><u>Test blocks:</u></b></p>				
14	No	6		
<p><b><u>CONCRETE SUNDRIES</u></b></p> <p><b><u>Finishing top surfaces of concrete smooth with a steel trowel</u></b></p>				
15	m <sup>2</sup>	9		
<p><b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u></b></p> <p><b><u>Smooth Formwork to Sides:</u></b></p>				
16	m	14		
<p><b><u>REINFORCEMENT (PROVISIONAL)</u></b></p> <p><b><u>Fabric reinforcement:</u></b></p>				
17	m <sup>2</sup>	9		
<p><b><u>MASONRY</u></b></p> <p><b><u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:</u></b></p>				
18	m <sup>2</sup>	19		
			<b>R</b>	
Carried to Collection				
<p>Section No. 3                      Bill No. 2                      Ramps And Stairs</p>				

		Unit	Quantity	Rate	Amount
	<b><u>Brickwork reinforcement:</u></b>				
19	150mm Wide reinforcement built in horizontally.	m	69		
	<b><u>Facebricks (FBS) prime cost of R5 500.00 per thousand excluding VAT delivered to the site pointed with square ruled recessed horizontal and vertical joints:</u></b>				
20	Extra over brickwork for face brickwork externally.	m <sup>2</sup>	15		
Carried to Collection					
					<b>R</b>

Amount

**BILL NO. 2**  
**RAMPS AND STAIRS**  
**COLLECTION**

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Section No. 3  
Bill No. 2  
Ramps And Stairs

		Unit	Quantity	Rate	Amount
<p><b>SECTION NO. 3</b>  <b>EXTERNAL WORKS</b>  <b>BILL NO. 3</b>  <b>SECURITY FENCING</b></p> <p><b>FENCING</b>  <u>Galvanised security fence with bitumen dipped steel standards and bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc. including galvanised steel bolts, straining eye bolts, etc., site clearance and preparation of ground</u></p>					
<p><b>Clearing of site:</b></p>					
1	Allow for clearing site for the width of 1,000 mm where fencing runs are to be erected including removing trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly levelling.	m	1 205		
<p><b>Excavation in earth not exceeding 2m deep:</b></p>					
2	Bases.	m <sup>3</sup>	61		
<p><b>Extra over trench and hole excavations in earth for excavation in:</b></p>					
3	Soft rock.	m <sup>3</sup>	15		
4	Hard rock	m <sup>3</sup>	9		
<p><b>Earth filling obtained from the excavations and / or prescribed stock piles on site compacted to 95% Mod. AASHTO density:</b></p>					
5	Backfilling to trenches, holes, etc.	m <sup>3</sup>	22		
<p><b>Compaction of surfaces:</b></p>					
6	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m <sup>2</sup>	101		
<p><b>20MPa/20mm concrete:</b></p>					
7	Bases (Provisional).	m <sup>3</sup>	39		
	Carried to Collection				
					<b>R</b>
<p>Section No. 3          Bill No. 3          Security Fencing</p>					

	Unit	Quantity	Rate	Amount
<b><u>Mesh Galvanised then Marine Fusion Bond coated (acid modified) Posts:</u></b>				
8	No	356		
<b><u>Mesh Galvanised then Marine Fusion Bond coated (acid modified) Fencing:</u></b>				
9	m	1 205		
<b><u>Gates:</u></b>				
10	No	1		
11	No	2		
Carried to Collection			R	
Section No. 3				
Bill No. 3				
Security Fencing				

Unit	Quantity	Rate	Amount
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**Sundries:**

12	100mm high Clearvu (or similar approved) toughened steel Shark tooth Spike 1,650mm long, Galvanised, then Marine Fusion Bond coated (acid modified), fixed to panel edge, internally at 150mm intervals using Anti-vandal bolts.	m	1 205	
----	--	---	-------	--

**Removal of the existing fencing**

13	Security fence 1.8 m high of Four strands of 4mm straining wire tied to posts and eye bolts and covered with 50 x 50 x 3.15mm welded wire mesh tied and razor wire on top.	m	1 205	
----	--	---	-------	--

Carried to Collection

R

Section No. 3  
 Bill No. 3  
 Security Fencing

Amount

**BILL NO. 3**  
**SECURITY FENCING**  
**COLLECTION**

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Section No. 3  
Bill No. 3  
Security Fencing



	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS</u></b>  <b><u>BILL NO. 4</u></b>  <b><u>ROADS AND PARKING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Trade Preambles:</u></b>                      For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.                      Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.</p> <p><b><u>Carting away of excavated material:</u></b>                      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> <p><b><u>Topsoil/ garden soil:</u></b>                      Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal composition of 15% to 25% clay, 10% silt/ sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% . All material shall be free of harmful deposits as well as unwanted seeds.</p> <p><b><u>Filling:</u></b>                      Notwithstanding the reference to prescribed multiple handling in clause 1 on page 6 of Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material.</p> <p><b><u>CONCRETE BLOCK PAVING</u></b>                      Block paving to be manufactured in accordance with SANS Specification 1058.                      Paving to be laid in accordance with SANS 1200MJ, SANS 1058 and the Concrete Manufacturers Association's Specification.                      Clean dry jointing sand complying with SANS 1200MJ is to be swept into joints between paving units.                      Paving to be installed with a minimum longitudinal fall of 1% and transverse fall of at least 2%.                      All block paving shall be inspected and resanded after three months</p>				
			Carried to Collection	R
Section No. 3 Bill No. 4 Roads And Parking				

	Unit	Quantity	Rate	Amount
<b><u>SITE CLEARANCE, ETC.</u></b>				
<b><u>Site clearance</u></b>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	2 350	
<b><u>Excavations in earth:</u></b>				
2	Remove topsoil and vegetation to a depth of 150mm and deposit on site in spoilheaps where directed by the Engineer.	m <sup>2</sup>	2 350	
<b><u>BULK EXCAVATION, FILLING, ETC</u></b>				
<b><u>Open face excavation in earth over sloping site</u></b>				
<b><u>Excavation in earth not exceeding 2m deep</u></b>				
3	Over site to reduce levels and depositing excavated material in prescribed stock piles on site.	m <sup>3</sup>	705	
<b><u>Extra over bulk excavations in earth for excavation in</u></b>				
4	Soft rock	m <sup>3</sup>	176	
5	Hard rock	m <sup>3</sup>	106	
<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>	705	
<b><u>Keeping excavations free of water</u></b>				
7	Keeping excavations free of all water other than subterranean water	Item		
<b><u>FILLING ETC OTHER THAN BULK</u></b>				
<b><u>Over site of G5-SUBGRADE material compacted to 95% Mod A.A.S.H.T.O. density.</u></b>				
8	Over site to make up levels.	m <sup>3</sup>	353	
<b><u>Over site of G7-SUBGRADE material compacted to 93% Mod A.A.S.H.T.O. density.</u></b>				
9	Over site to make up levels	m <sup>3</sup>	353	
<b><u>Coarse river sand filling supplied by the contractor</u></b>				
10	Under floors etc.	m <sup>3</sup>	118	
Carried to Collection			<b>R</b>	
Section No. 3				
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Roads And Parking				

	Unit	Quantity	Rate	Amount
<b><u>Soil insecticide in accordance with SANS 5859:</u></b>				
11				
Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming.				
	m <sup>2</sup>	2 350		
<b><u>Compaction of surfaces</u></b>				
12				
Compaction of ground surface under floors etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density				
	m <sup>2</sup>	2 350		
<b><u>Prescribed density tests on filling</u></b>				
13				
Modified AASHTO Density test				
	No	20		
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
<b><u>Cost of tests:</u></b>				
The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect. (Test cubes are measured separately).				
<b><u>Formwork:</u></b>				
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.				
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.				
Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.				
Carried to Collection			<b>R</b>	
Section No. 3				
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Roads And Parking				

	Unit	Quantity	Rate	Amount
<p>Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.</p> <p><b><u>Movement joints:</u></b></p> <p>Formwork to edges of concrete at movement joints has been measured separately, unless otherwise described.</p> <p><b><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></b></p> <p><b><u>25MPa/19mm concrete</u></b></p>				
14	m <sup>3</sup>	4		
<p><b><u>PRECAST CONCRETE PAVING</u></b></p> <p><b><u>50mm Thick 30MPa checkered precast concrete paving of 450 x 450mm grey in colour laid in accordance with SANS 1058, laid to falls and including river sand filled and swept and vibrated into joints.</u></b></p>				
15	m <sup>2</sup>	2 000		
16	m	330		
17	m	150		
<p><b><u>60mm Thick 30MPa precast concrete interlocking block paving of 200 x 100mm grey paving blocks in accordance with SANS 1058, laid to falls and including river sand filled and swept and vibrated into joints.</u></b></p>				
18	m <sup>2</sup>	350		
<p><b><u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u></b></p>				
19	m	860		
20	m	150		
Carried to Collection			<b>R</b>	
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Bill No. 4				
Roads And Parking				

		Unit	Quantity	Rate	Amount
21	Kerb (SANS 927 fig 3) 150 x 250mm High with 150 x 150mm unreinforced concrete haunching at back and 300mm wide x 30mm thick 1:3 mortar bed below, circular on plan exceeding 4m radius, formed with short lengths of straight kerbs, including excavation, backfilling, etc	m	75		
<b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u></b>					
<b><u>Smooth Formwork to Sides:</u></b>					
22	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	15		
<b><u>REINFORCEMENT (PROVISIONAL)</u></b>					
<b><u>Fabric reinforcement:</u></b>					
23	Mesh Ref. No. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m <sup>2</sup>	16		
<b><u>CONCRETE TESTS</u></b>					
<b><u>Test blocks:</u></b>					
24	Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	6		
<b><u>CONCRETE SUNDRIES</u></b>					
<b><u>Finishing top surfaces of concrete smooth with a steel trowel</u></b>					
25	Surface beds, slabs, etc.	m <sup>2</sup>	16		
<b><u>Road marking on concrete pavers:</u></b>					
26	Lines 100mm wide	m	350		
<b><u>BUILDING OF EXISTING COVER PARKING, REMOVED ELSE WHERE.</u></b>					
<b><u>Building up the existing cover parking, removed else where.</u></b>					
27	Cover parking with a flat roof, size approximately 14,1 x 5,2m on plan, and 2,5m high at eaves comprising unreinforced concrete surface bases, steel columns and beams and sheet metal roof covering on steel rafters.	No	1		
28	Cover parking with a flat roof, size approximately 21,4 x 5.2m on plan, and 2,5m high at eaves comprising unreinforced concrete surface bases, steel columns and beams and sheet metal roof covering on steel rafters.	No	1		
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		Unit	Quantity	Rate	Amount
	<p><b><u>RIBBED SHEETING AND ACCESSORIES</u></b>  <b><u>0.8mm 'Safintra' C1S AZ150 IBR 686. profile sheeting in single lengths and accessories fixed to the existing steel purlins at not exceeding 1200mm centres.</u></b></p>				
29	Roof covering with pitch not exceeding 25 degrees.	m <sup>2</sup>	111		
<p>Section No. 3            Bill No. 4            Roads And Parking</p>	Carried to Collection			<b>R</b>	

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**ROADS AND PARKING**  
**COLLECTION**

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<b>BILL NO. 5</b>					
<b>RAIN WATER TANK</b>					
<b><u>SITE CLEARANCE, ETC.</u></b>					
<b><u>Site clearance</u></b>					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	19		
<b><u>EXCAVATION, FILLING, ETC</u></b>					
<b><u>Excavation in earth not exceeding 2m deep:</u></b>					
2	Excavate in earth not exceeding 2m deep for reduced levels under plinth.	m <sup>3</sup>	2		
3	Excavate in earth not exceeding 2m deep for surface trenches.	m <sup>3</sup>	12		
<b><u>Extra over bulk excavations in earth for excavation in</u></b>					
4	Soft rock	m <sup>3</sup>	1		
5	Hard rock	m <sup>3</sup>	1		
<b><u>Extra over all excavations for carting away:</u></b>					
6	Extra over all excavations for loading, carting away and dumping surplus excavated material at a site to be located by the contractor.	m <sup>3</sup>	10		
<b><u>Risk of collapse of excavations:</u></b>					
7	Risk of collapse of sides of trench 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 obtained from the excavations and/or prescribed stockpiles on site, compacted to 95% Mod AASHTO density:</u></b>					
9	Backfilling to trenches, holes, etc.	m <sup>3</sup>	4		
<b><u>Filling supplied by the contractor</u></b>					
10	Sub-base of G5 material supplied by the contractor in accordance with SABS 1200ME compacted to 93% Mod AASHTO density.	m <sup>3</sup>	5		
	Carried to Collection			R	
Section No. 3					
Bill No. 5					
Rain Water Tank					



		Unit	Quantity	Rate	Amount
	<b><u>Compaction of surfaces:</u></b>				
11	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density.	m <sup>2</sup>	5		
	<b><u>20MPa/19mm unreinforced concrete:</u></b>				
12	Strip footings	m <sup>3</sup>	1		
	<b><u>25MPa/19mm reinforced concrete:</u></b>				
13	Reinforced concrete in slab.	m <sup>3</sup>	1		
14	Finishing top surface of concrete slab smooth with a wood float.	m <sup>2</sup>	22		
	<b><u>Wire tie</u></b>				
15	4mm Galvanised wire tie secured around the tank and built into the concrete	No	8		
	<b><u>Rough formwork to sides:</u></b>				
16	Rough formwork to edges, risers, etc not exceeding 300mm high.	m	42		
	<b><u>Fabric reinforcement:</u></b>				
17	Type 193 fabric reinforcement in concrete slab.	m <sup>2</sup>	22		
	<b><u>One brick wall:</u></b>				
18	One brick wall	m <sup>2</sup>	18		
	<b><u>Brickforce</u></b>				
19	150mm Wide reinforcement built in horizontally.	m	71		
	<b><u>Facebricks (FBS) prime cost of R5 500.00 per thousand excluding VAT delivered to the site pointed with square ruled recessed horizontal and vertical joints:</u></b>				
20	Extra over for face brickwork externally.	m <sup>2</sup>	12		
21	Fair cutting at squint quoins or birdsmouth angles.	m	1		
	<b><u>One layer of 250 micron 'USB GREEN' waterproof sheeting sealed at laps with 'Gunplas Pressure Sensitive Tape':</u></b>				
22	Under surface beds.	m <sup>2</sup>	9		
Carried to Collection					
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Bill No. 5					
Rain Water Tank					

	Unit	Quantity	Rate	Amount
<p><b><u>Rain water tank:</u></b></p> <p>23 4500 Litre polyethylene rotomoulded vertical water storage tank complete with lid, fitted with and including 15mm brass bibtap (Type 108LK15) with suitable adaptor and setting in position on concrete tankstand (elsewhere measured) and tying down with 4mm diameter galvanised wire wrapped twice around centre of tank and secured to each corner of tank stand with a double strand of 4mm diameter galvanised wire embedded into concrete. (Note: tanks to be filled with drinkable water before Practical Completion).</p>	No	2		
Carried to Collection				
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**RAIN WATER TANK**  
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**SECTION NO. 4**  
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**SECTION NO. 4**  
**PROVISIONAL SUMS**

**General:**

Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances.

**PROVISIONAL SUMS**

**SUPPLEMENTARY PREAMBLES**

**The following monetary provisions have been made in the contract and must be omitted from the contract sum at the start of the contract and used as directed.**

**PLEASE NOTE: These are monetary provisions only and the use, value and payment thereof are subject to adjustment based on actual costs through contractually approved variation orders and escalation costs calculated in terms of the prescribed contractual escalation calculations directives respectively.**

**ELECTRICAL INSTALLATION**

- 1 Provide the sum of R 250 000.00 (Two Hundred and Fifty Thousand Rand) for electrical installation complete.
- 2 Profit on above item.
- 3 Attendance on ditto

Item	250 000	00
Item		
Item		

**MONETARY PROVISION FOR CONTINGENCIES**

**The following monetary allowances are to be omitted from the contract sum and used as directed below:**

- 4 Provide the amount of R 350 000.00 (Three Hundred and Fifty Thousand Rand) for Contingencies, to be adjusted, used and paid as instructed and approved by the Client in terms of clauses 17, 31 and 32 of the Principal Building Agreement.

Item	350 000	00
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 Provisional Sums

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	ADD VAT @ 15%:		
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## T2.2W General Specification

**NOTE: TENDERER TO SIGN EACH PAGE AND RETURN WITH  
BID/TENDER INCLUDING THE DESIGN MANUAL COMPLYING WITH  
T2.2W**

**GENERAL SPECIFICATION**

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## **1. GENERAL**

- 1.1 All materials, workmanship, etc are to be of the highest quality and must comply with the relevant SANS specification (SABS 0400 – 1990, SA Standard Code of Practice for the application of National Building Regulations) etc and the Specification of Materials and Methods used (PW371), which is obtainable from the Department of Public Works, and shall be read in conjunction with the Bills of Quantities and shall be referred to for the full descriptions of work to be done and materials to be used.
- 1.2 The structure must comply with all municipal, and fire regulations, etc and it is the responsibility of the contractor to comply with these regulations.
- 1.3 The contractor must submit with his tender a certified copy of CSIR Agreement Certificate No. 89/191 and all other SANS approval tests.
- 1.4 On completion of the project, the contractor must issue to the employer the following certificates:
  - 1.4.1 Certificate from a Registered relevant Engineer as to the suitability of design as per item 2.2, 2.3 and 2.4.
  - 1.4.2 Certificate from a Registered Electrical Engineer as to the suitability of the electrical design and compliance with all regulations and workmanship.
  - 1.4.3 All certificates required to be issued by the local Municipalities.
  - 1.4.4 The contractor must supply certificates for the treatment of all timber against termites and dry rot.
  - 1.4.5 Roof truss certificate - see 2.5
- 1.5 The Contractor must be registered with the CIDB, proof of registration must be submitted with the tender documents.
- 1.6 The Contractor must be registered with the CIPRO, proof of registration must be submitted with the tender documents.
- 1.7 The Contractor must submit a valid original Tax Clearance certificate.

The contractor must include for all items that may be required to ensure a functional building to comply with the building regulations

## **2. CLASSROOMS, OFFICE AND STORE**

### **2.1 PHYSICAL REQUIREMENTS**

2.1.1 Classrooms shall be a minimum of 60m<sup>2</sup> in size and the length to breadth ratio must be able to fit a total of 20 school desks (1000x450mm), 1 teachers desk, 1 cupboard, with adequate space for chairs and circulation. The floor to ceiling height shall not be less than 2.70 m above finished floor level. A covered verandah 1,5 m wide must be constructed for the entire length to the entrance side of the building.

2.1.2 Office and Store shall have a combined minimum area of 30m<sup>2</sup>. A wall with a semi-solid door should divide the rooms. The floor to ceiling height shall not be less than 2.70 m above finished floor level. A covered verandah 1,5 m wide must be constructed for the entire length to the entrance side of the building.

### **2.2 FOUNDATIONS**

No soil tests are available. The contractor to undertaken their own soil testing to determine the size and type of foundations required. All foundations must be designed by a Registered Engineer, who must issue an approval certificate at completion. Two foundation construction methods are recommended, a) Strip footings and b) Raft foundations. The contractor to supply foundations details with his tender.

All surfaces under buildings to be treated with termite proofing. The contractor to supply a certificate from registered applicators.

#### **2.2.1 STRIP FOOTINGS**

2.2.1.1 The minimum size of strip footing assumed to be 700 x 250mm. The depth of excavation from formation level is 750mm, if due to soil conditions the depth is increased or decreased; the cost to the contractor will be adjusted based on the schedule of rates.

2.2.1.2 All concrete in footings to have minimum 28 day strength of 20MPa and the contractor must supply test cube results to comply for every 24m<sup>3</sup> of concrete cast. The first set of cubes to be tested at 7 days with the minimum required 7 day test strength of 13 MPa and if the tests comply with these specifications then the remaining cubes to be tested at 28 days for a minimum 28 day strength of 20MPa.

2.2.1.3 All foundation brickwork to be 220mm wall of well burnt bricks, with a minimum strength of 14MPa. Foundation walls to project a minimum of 300mm above the finished platform level or natural ground level. Brick force to be supplied in every course and shall be galvanised welded fabric

formed of two hard drawn wire of diameter not less than 2.8mm and not more than 3.55mm held apart by cross wires at 300mm centres.

- 2.2.1.4 The exposed plinth to be constructed with hard burnt face bricks, quality of a FBS brick, of an approved colour and a minimum strength of 14 MPa.
- 2.2.1.5 The damp proof course to be 375 micron embossed waterproof sheeting.
- 2.2.1.6 All backfilling of trenches to be of suitable granular materials in maximum 150mm thick layers and compacted to 95% mod AASHTO.

## 2.2.2 RAFT FOUNDATIONS

- 2.2.2.1 The foundation to be constructed according to the Engineer's specification and Design.
- 2.2.2.2 The Design to comply fully with the National Building Regulations, SABS 0161, the Joint Structural Division (SAICE/IStructE)'s Code of Practice, and the NHBRC's Home Building Manual.
- 2.2.2.3 All concrete to be a minimum of 25MPa and the design of the Raft Foundation to cater for the required differential heave as determined by the Soils Investigation.
- 2.2.2.4 The contractor to provide details of a raft foundation designed for a differential heave of 15mm. The details provided must include beam sizes, beam spacing, floor slab thickness and reinforcing. The cost of any deviation from this due to an increased or decreased differential heave will be adjusted based on the schedule of rates.

## 2.3 FLOOR CONSTRUCTION

Two types of floor construction must be considered. Concrete floors for buildings with an accepted life period of more than 24 months, and a temporary, movable floor construction for a building that should be moved within 24 months of construction. There must be a step of a minimum height of 170mm between the Finished Floor Level or Walkway level and the level of the Platform.

### 2.3.1 CONCRETE FLOORS

- 2.3.1.1 The platform under the slab is to be compacted to a minimum of 95% mod AASHTO density.
- 2.3.1.2 An approved fill should be used under the slab, (selected from the excavated material on site or imported material) and to be deposited in layers not exceeding 150mm thick, well watered and compacted to 95% mod AASHTO density.

- 2.3.1.3 A 50mm thick layer of clean dry sand filling selected and supplied by the manufacturer/contractor, watered and consolidated to be laid under the floor.
- 2.3.1.4 The concrete to be a minimum of 20MPa but greater if needed to comply with the manufacturer/contractor's design.
- 2.3.1.5 The thickness of the concrete in the floor construction to be a minimum of 90mm.
- 2.3.1.6 Any bar or mesh reinforcement required to comply with the manufacturer/contractors design must be incorporated into the slab.
- 2.3.1.7 The surface to be finished in a screed not less than 30mm thick to suit the floor finish (vinyl tiles). Power floated finish will be allow, should the finished not be approved by the Principal Agent, a screed with a minimum thickness will have to be applied.
- 2.3.1.8 300 x 300 x 2,5mm semi-flexible reinforced vinyl floor tiles, or equal approved, laid to manufacturers specification in patterns to colour of the Project Manager.
- 2.3.1.9 The manufacturer/contractor to allow for any contraction and expansion joints as required.
- 2.3.1.10 Finish Floor Level must be a minimum of 170mm above concrete aprons/or channels.
- 2.3.1.11 1,5m wide Walkway surface bed to be constructed as above and finished off with a wood float finish. The surface bed to fall 35mm from the building to the edge of the walkway and a 30mm step to be provided at the threshold (ie 30mm step from the finished floor level in the classroom to the top of the finished level on the walkway).
- 2.3.1.12 Steps to be provided should the level of the walkway be more than 200mm above the surrounding ground level. Individual steps height should be maximum of 200mm and the width not less than 250mm.

## 2.3.2 TEMPORARY FLOOR CONSTRUCTION

- 2.3.2.1 Temporary floors to be constructed out of 19mm thick shutter board or similarly approved material, on an engineered designed galvanized steel structure. The under side of the floorboards must be treated with two coats of carbolinium, or an equally approved product. The construction method used, must be so that the structure can be removable, erectable and transportable to an alternative site.
- 2.3.2.2 The temporary floors to be provided with a support structure for the galvanized steel structure. Details of the support structure to be provided.



2.3.2.3 The area under the floor structure to be closed with a durable side wall material. Vermin proof area under floor structure.

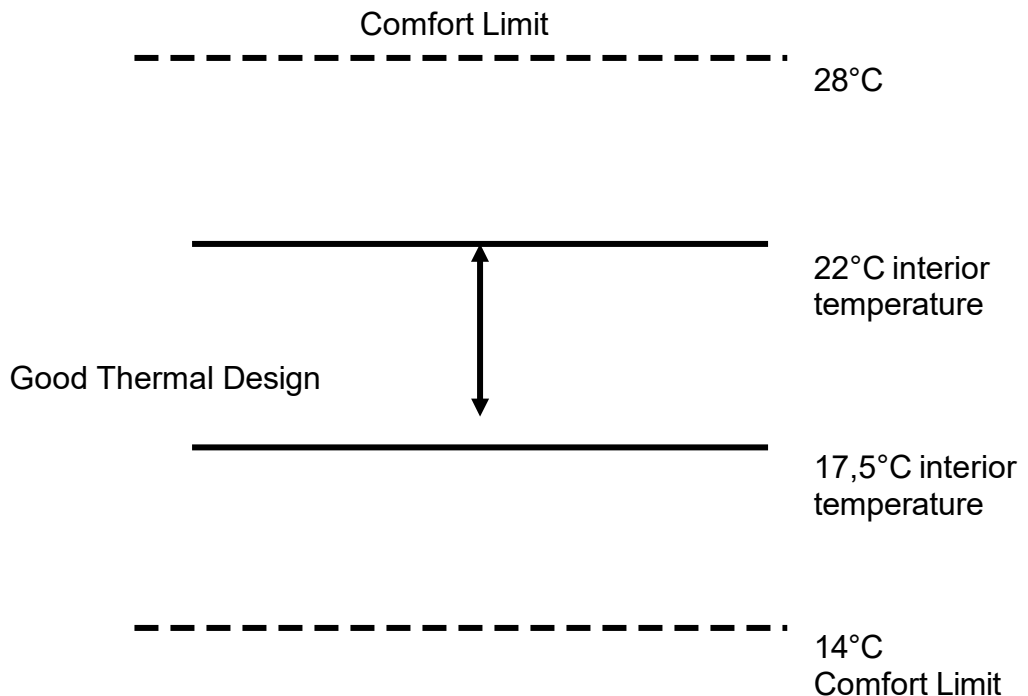
## 2.4 EXTERNAL AND INTERNAL WALLING

The wall construction method contemplated must allow for the dismantling, transportation and re-location on an alternative site, estimated not further than 100km. A re-location manual, detailing the dismantling and re-erection of the structure must be submitted with the tender.

### 2.4.1 WALLING

All external walling to comply with the thermal design as detailed below.

#### 2.4.1.1 Interior Comfort Limit / Interior temperatures:



- C Value = effective heat storage capacity per square metre of building skin area (kJ/m<sup>2</sup>K)

Example for 1) Durban area – Hot humid  
C value = 300

2) Winter rainfall area region (Cape)

C value = 500

- 3) Highveld region (Pretoria) and inland  
C value = 800

Recommendation for Eastern Cape:

Coastal C value = 400

Inland Eastern Cape C value = 600

- 2.4.1.2 The external walls to be cladded in a weather proof, impact resistance material, consisting of; pre-painted fibre cement sheeting (shiplap profile), or a treated timber boarding, or a pre-painted metal sheeting and or an equivalent system subject to approval by the Principal Agent in conjunction with the relevant Government Stakeholders.
- 2.4.1.3 The external walling to contain suitable vapour barriers between the floor and the walling. At the wall plate level, the wall should be properly sealed. The anchoring system specified to secure the wall panels into position must be of a non corrosive material.
- 2.4.1.4 All internal walls to have a smooth finish, and be constructed out of a weatherproof durable impact resistant material. (Gypsum boarding is not an acceptable material)
- 2.4.1.5 The construction method used, must allow for the structure to be relocated at any given time.

#### 2.4.2 External Doors

All external doors to be 44mm x 813 x 2032mm meranti framed ledged and braced doors formed of 44 x 220mm top and bottom rail, 22 x 100mm bracing rail and stiles, 22 x 69mm tongued grooved and V jointed one side boarding, twice countersink screwed at intersection with internal panels rebated and filled with 6mm Sapele veneered plywood or similar approved door.

All joints between rails and stiles to be of mortise and tenon construction.

All doors fitted with an approved durable door handle and a 3 level-lockset, three brass butt hinges, and rubber doorstop fixed to floor/weather bar.

### 2.4.3 Windows

Window areas are to comply with NBR requirements. Where steel windows are used, members must be constructed out of FX7 sections and be hot dipped galvanised. Other window types will be considered for approval. Tenderres to ensure that different metals are isolated with a neoprene strip.

It is recommended that three 889w x 854h mm (on the walkway side) and four 889w x 1248h mm (on the opposite side) are used per classroom, two 889 x 1248h mm for the Office and two 889w x 854h mm for the Store. It is further advised that an outwards opening pivot type window be used on the walkway side of the classrooms and offices. This is to ensure that no opening sections

open onto the walkway at a head height level.

All windows to be fully burglar proofed with an approved burglar bar system.

### 2.4.4 Dado Rail

All internal walls to have a dado rail of a minimum dimension of 19 x 100mm, fitted  $\pm$  900mm above floor level (height to be adjusted to the chair height for primary or secondary schools). Dado rail to be manufactured from hardwood or an approved durable impact resistant material, twice angle rounded and finished with an acceptable finish. Dado rail to be secured to the walls with minimal holes into the wall surface.

## 2.5 **ROOF CONSTRUCTION AND COVERING**

Two types of roof constructions will be required; a) Conventional roof structures and b) Roof structures for areas with a high snow fall and hurricane winds.

### 2.5.1 **TYPE A - CONVENTIONAL ROOF CONSTRUCTION**

2.5.1.1 The construction of the roof can be conventional prefabricated timber trusses with bracings (to SABS 0163-1980), or a steel construction (to SABS 0162-1984). The design and erection to be approved by a Registered Engineer and a certificate of compliance issued on completion.

2.5.1.2 The roof pitches to be not less than 15° and the Live and Wind Loads to be in accordance with SABS0160-1989.

2.5.1.3 The roof covering must consist of 0.58mm Nominal thickness corrugated iron roofing sheets with silicone polyester top finish or colomet equal, colour "Approved by DRPW" to one side and standard grey backing coat to other side, etc., with 275g/m<sup>2</sup> galvanising to both sides with one and a half corrugation side lap including fixing to timber purlins at approximately 1,000mm centres including all screws, bolts, washers, etc, strictly in

accordance with manufacturer's specification. If the contractor wishes to use an alternative, he must supply the information with his tender for consideration

- 2.5.1.4 All capping, eaves closure, barge boarding etc to be included and comply with the specifications.
- 2.5.1.5 All roofs to have a 600mm eaves overhang, and 300mm verge overhang.
- 2.5.1.6 15 x 225 Fibre cement or other similar approved fascias to be fitted, painted to paint manufactures specifications. (See also notes to tenders)
- 2.5.1.7 The roofs to be fitted with 125 x 150 x 125mm x 0.80mm thick pre-painted sheet iron or other similar approved gutter with 75mm wide laps fixed to falls to fascia with brackets not exceeding 1000mm centres, including all ends, outlets, etc.
- 2.5.1.8 Pre-painted rainwater downpipe must be provided. Number off downpipes to be calculated in accordance with the rainfall average of the area, not exceeding 15m in length.
- 2.5.1.9 All roofs to have 38 x 228mm gangboarding along entire length of building if an attic is created.

## 2.5.2 TYPE B - ROOF IN AREAS WITH A HIGH SNOW FALL AND HURRICANE WINDS

- 2.5.2.1 Roofs to be constructed as described in 2.5.1, with the following changes.
- 2.5.2.2 The roof pitches to be not less than 35°.
- 2.5.2.3 In areas with a high snowfall, a 450mm wide 0.8mm thick pre-painted flat sheet, colour to match the roof sheets, to be securely fixed into position above the corrugations, to the bottom end purlin, over the gutter. This will ensure that the snow falls over the gutter and does not rest on the gutter.
- 2.5.2.4 The Registered Engineer must be informed that the area of the school is exposed to snowfalls and or hurricane winds. The design and erection of the roof structure must be amended accordingly by the Registered Engineer and a certificate of compliance issued on completion.
- 2.5.2.5 The roofs ties to be provided in order to ensure that the roof structure is correctly tied to the supports or alternatively to the slab as per the requirements to the Engineer.

## 2.6 **CEILINGS**

All classrooms, offices and stores to be fitted with ceilings. Ceilings could be an integrated system with the roof sheeting or a conventional ceiling construction.

- 2.6.1 6,4mm Gypsum board sheets with hardwood cover strips, continuous in one direction and cut in between in the other direction, between sheets and fixed to 38 x 50mm brandering at 400mm centres including additional brandering at outer edge of rooms and along joints of ceiling plates.

If the contractor wishes to use alternative, e.g. suspended ceilings, he must supply the information with his tender for consideration.

- 2.6.2 An approved painted cornice at junction of wall and ceilings must be provided.

- 2.6.3 All ceilings to be insulated with 50mm glass fibre blanket or similar approved.

- 2.6.4 Provide one trap door in conventional ceilings per block.

## 2.7 **FLOOR COVERING**

- 2.7.1 All floors to be finished with semi flexible vinyl floor tiles size 300 x 300 x 2.5mm thick (colour samples submitted to principal agent for approval) laid with an adhesive to pattern and two coats approved sealer to be applied prior to handover.

- 2.7.2 Skirting to be 19 x 69mm hardwood screwed to framework and finished with three coats polyurethane suede varnish all-round. If the contractor wishes to use an alternative, he must supply the information with his tender for consideration.

## 2.8 **PLASTERING**

- 2.8.1 All thresholds to be grano with reedings.

## 2.9 **ELECTRICAL INSTALLATION**

- 2.9.1.1 All fittings and accessories must be presented to and approved by the Departmental Representative or the Consulting Engineer prior to installation.

- 2.9.1.2 Fluorescent fittings are to be twin-tube, or as specified elsewhere, open-channel, fitted with electronic ballasts (Professional). The fittings are to be adequately secured with wood screws, screwed into timber. "Butterfly" screws will not be accepted. Timber supports to be provided between the

steel beams, the fittings are not to be screwed to the suspended ceiling frame-work. The contractor must allow for a typical classroom (6,9M x 7,4M) 6No. Luminaries mounted at ceiling height. For Offices, 2No. Luminaries mounted at ceiling height. For Store Areas, 1No. Luminaries mounted at ceiling height.

Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

- 2.9.1.3 For the external lighting to the classrooms, 2 x PL9 fittings must be round, aluminium, deep base, with polycarbonate lens fitted with 3 screws. The lens must not discolour. The fitting must be fitted with 2 ballasts and be fitted complete with lamps. The contractor must allow for 1No. Luminaire

fitted externally adjacent to the classroom door. Where Classrooms are constructed in clusters, allowance must be made for 1No. Luminaire to be fitted to the gable ends of the blocks of classrooms and 1No. Luminaire fitted per pair of classrooms on the rear elevation. All external lighting is to be operated by a daylight photocell. The contractor must allow for 1 x photocell and 1 x contactor per 10 external light fittings. The Contractor is to ensure that all external fittings are adequately sealed to prevent ingress of insects and moisture. A minimum IP rating of IP65 required.

Approved 2 x PL9 fitting; Beacon Lighting - BL/RD -NB 2 X PL9W, **OR ANY EQUAL OR OTHER APPROVED FITTING**

- 2.9.1.4 Fluorescent tubes and lamps are to be of the highest quality. No inferior or "no-name" brands will be accepted. All fitting/s requested must be provided complete with tubes. Contractor must allow for Phillips or Osram lamps color White

- 2.9.1.5 Timber must be provided to secure fittings where necessary. Fittings must be mounted flush with the ceiling and cover-strips must be neatly cut to accommodate the fittings.

- 2.9.1.6 The single-lever light switches are to be **equal or other approved** to Crabtree type 2471, complete with steel cover-plates and steel screws. The contractor must allow for 1 x single lever switch complete with 50mm x 100mm box and white faceplate per classroom, Office and Store. The light switch is to be mounted next to the door and at 1400mm above floor level to the centre of the switch.

- 2.9.1.7 Socket outlets are to be **equal or other approved** to Crabtree type 6861 complete with steel cover-plates and steel screws. The contractor must allow for 1 x duo 16A socket outlet complete with 100mm x 100mm box and white faceplate per classroom. The socket outlet is to be mounted adjacent to the classroom blackboard and at 1200mm to the centre of the outlet box. In the office areas, 2No. Socket outlets must be allowed for

mounted adjacent to the desk position. The Store Areras will also require 1No. socket outlet mounted adjacent to the door.

- 2.9.1.8 All socket outlets, switches etc are to be fitted with steel cover plates and steel screws.
- 2.9.1.9 The new DB is to be custom-made, complete with door and "Swing-lever" door catch. Color: White. Allowance must be made for at least six (6) spare MCB spaces. The spares are to be fitted with blanks. The contractor must allow for 4 x 20mm spare conduits to be taken into the roof space. The circuit breakers are to be labeled with engraved Perspex/PVC type labels, fastened by means of screws. In addition to the numerals, labels shall be mounted under each MCB, identifying the circuits they control. A typed legend card shall be placed in the holder provided and shall indicate the type and location, e.g. No.1. ..Main, No.2 Lights - Drawing office etc. An engraved danger sign is to be screwed to the face-plate. An engraved label is to be screwed to the outside of the door, identifying the DB as "SDB-B" etc. The Contractor must allow for one DB for each classroom blocks or where a classroom is constructed as a single unit at any particular site.
- 2.9.1.10 The new supply cable trench must be a minimum depth of 600mm X 300mm wide and cleared of all injurious material with a 75mm bed of sand to follow. The new cable must be installed on the sand bed. A sand backfill of at least 100mm is required above the cable. Danger tape must be laid at this level. The trench is to be properly filled and compacted with backfill free of any injurious materials. If a dedicated earth conductor is installed, the dedicated earth conductor must be secured to the cable by means of cable ties at intervals not exceeding 1m. The trench must be inspected by the Departmental Representative prior to the installation of the cable. Where the trench crosses roadways, concreted/paved areas, PVC sleeves must be installed, and the road concreted/paved areas must be 'made good' to the satisfaction of the Departmental Representative.
- 2.9.1.11 Cables must be drawn through 'galvanized kick-pipes' for all surface entry/exits to buildings. 'Kick-pipes' to be neatly saddled at intervals not exceeding 1m.
- 2.9.1.12 The installation is to be properly tested and commissioned on completion and an 'original' Certificate of Compliance issued for the installation.
- 2.9.1.13 All work to be strictly in accordance with SANSI 0142, Departmental Standards and Norms (General Technical Specification-Provincial Administration/Quality Specification for Electrical Installations) and Municipal by-laws. Departmental documents are available for scrutiny at the offices of Department of Public Works, Regional Office, Port Elizabeth.
- 2.9.1.14 The Contractor must ensure that the premises are left in a clean, neat and tidy condition on completion of the installation. All expended materials no





2.9.2 ELECTRICAL SUMMARY -The contractor must allow the following for each classroom:

2.9.2.1 6No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

1No. one way, single lever light switch located adjacent to the door.

1No. External Luminaire mounted outside the classroom door. 1No. Luminaire at each gable end. ( Where classrooms are constructed more than 2, an additional light fitting per pair of classrooms is to be allowed)

Approved 2 x PL9 fitting; Beacon Lighting - BL/RD -NB 2 X PL9W, **OR ANY EQUAL OR OTHER APPROVED FITTING**

1No. 16A Duo socket outlet mounted adjacent to the blackboards

2.9.3 The contractor must allow the following for each office area:

2.9.3.1 2No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

2.9.3.2 1No. one way, single lever light switch located adjacent to the door.

2.9.3.3 2No. 16A Duo socket outlet mounted within the office space adjacent to the desk position.

2.9.4 The contractor must allow the following for each store area:

2.9.4.1 1No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

2.9.4.2 1No. one way, single lever light switch located adjacent to the door.

2.9.4.3 1No. 16A Duo socket outlet mounted within the store area adjacent to the door.

## 2.10 **GLAZING**

All glazing to be in accordance with, SANS 10 400 Part N, as affective from the 1<sup>st</sup> March 2006.

## 2.11 **PAINTING**

All surfaces that require painting to be painted in accordance with the paint manufactures specifications.

## 2.12 **SUNDRIES**

### 2.12.1 Writing Boards

Supply a set of two standard Vitreous enamel magnetic chalkboards with aluminium chalkrail including setting up and fixing to walls complete and securing bottom of each board with two fixing brackets in accordance with the manufacturer's instructions, size 4,800 x 1,140 mm high overall. Writing boards to be secured to the walls with minimal holes into the wall surface, chalk rail to be not more than 900mm above FFL.

### 2.12.2 Pinning boards

Supply and fit 12mm thick x 1,2m high softboard, or similarly approved pinning board across the full width of the rear of each classroom. Pinning boards to have a 44 x 22mm rebated hardwood surround, finished with three coats polyurethane suede varnish. Pinning boards to be secured to the walls with minimal holes into the wall surface.

### 2.12.3 Fire extinguisher

Supply and fit one 4,5kg CO<sup>2</sup> fire extinguisher per room, fixed to a hardwood backing-board, 1 200mm above FFL, securely fixed to the wall.

### 2.12.4 Long-arms

Should windows be of pivot type, supply and fit one 600mm long-arm per classroom. Fitted behind the door with two brackets.

### 2.12.5 Cupboards

Supply and fit one pre-painted steel stationary cabinet size 900 x 450 x 1,800mm, painted in a light approved paint colour, to each classroom and office. Screw cupboard to the wall.

### 2.12.6 Shelving

SA Pine slated or pre-painted steel shelving, with minimum dimensions of 2,000mm high x 450mm wide, with 5 rows of shelves, support structure spacing not to exceed 750mm, to be fitted all-round in the Storeroom. Shelves must be design to carry a full load of books. Shelves to be secured to the floor and stabilized to the walls, with minimal holes into the wall surface.

- 2.12.7 Internal Doors  
Approved semi-solid flush doors, with Commercial veneer both sides and with hardwood edge strips, tongued and grooved on to edges 44mm Thick, single flush door, size 813 x 2,032mm high. Including a three lever approved mortice lock (Union 2277-78) complete with approved chromium plated handles and 100 x 75mm Double washered solid brass butt hinges. The keys should be tagged separately by a plastic key tag. The door to be painted with three coats polyurethane matt varnish.
- 2.12.8 Carpets  
Heavy commercial (SABS use class U5), PFX Stain Shield staple fibre®, 7mm thick needlepunch 3,66m wide broadloom carpet, with SABS Class 2 fire rating, fibre weight 980g/m<sup>2</sup> and total weight 1285g/m<sup>2</sup> with a 10 Year limited warranty maintenance linked. Manufactured in accordance with SANS 1415:2005, all installed by approved installer in accordance with SANS 10186:2000, the code of practice for textile floor coverings.
- 2.12.9 Partitioning Wall
- 2.12.9.1 Partitioning wall of the approved prefabricated material as per manufacturer's specification at 1.8mhigh to be used to configure office accommodation.
- 2.12.9.2 Partitioning wall of the approved prefabricated material as per manufacturer's specification at ceiling height

## 2.13 EXTERNAL WORKS

### 2.13.1 Platform

A platform to be constructed with dimensions a minimum of 1.5 metres greater than the dimensions of the buildings. The specification for the material to be used for the construction of the platform to be as follows:

- 2.13.1.1 Contain no organic material or stones of dimension greater than 50mm.
- 2.13.1.2 A PI not exceeding 10 and a CBR of at least 15 at 98% MOD A.A.S.H.T.O.
- 2.13.1.3 Be capable of being compacted to 95% MOD A.A.S.H.T.O.
- 2.13.1.4 The fall across the width of the building is approximately 1 in 40 metres.
- 2.13.1.5 The platform to be constructed with a minimum of 300mm hardcore filling, compacted in two layers of 150mm each to a minimum of 95% MOD A.A.S.H.T.O.

### 2.13.2 Stormwater Channels

Provide 900 x 150mm 20Mpa open concrete stormwater channel with 860 x 50mm deep 'V' channel, on suitable 150mm subbase material compacted to 93% Mod A.A.S.H.T.O. density, including all necessary excavations, formwork, compaction, grading, carting away, etc. The channels to have a minimum fall of 1:100, and discharge, at the lowest point, by daylighting to natural ground level.

### 2.13.3 Rain Watertank & Stand

Provide one 4500l polyethylene rotomoulded rainwater tank on an approved brick work or concrete plinth with a minimum height 250mm above aprons. Tank to be sealed and a removable lid to be provided. Downpipes to be extended into the tanks inlet provided by manufactures extensions to be securely fixed to the structure with approved brackets. Garden bibtap to be fitted with removable handle or lockable cover.

## 2.14 FENCING

### 2.14.1 Security Fencing

Allow for clearing site for the width of 1,000 mm where fencing runs are to be erected including removing trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly leveling.

Plant 60mm diameter galvanized steel intermediate fencing post, 3,000mm long fitted with a pressed steel mushroom cap, post fitted with 150 x 150 x 3mm flange plate welded to bottom and embedded in 300 x 300 x 600mm mass concrete (15 MPa) base.

100mm Ditto as end post, fitted with one 60mm diameter galvanized steel stay set raking and with top end flattened and bolted through post, with post and stay both embedded in mass concrete (15 MPa) bases as last.

100mm Ditto as straining or corner post, but fitted with two 60mm diameter galvanized steel raking stays.

150mm Diameter ditto as gate post, but fitted with one 60mm diameter galvanized steel raking stay, with post and stay both embedded in mass concrete (15 MPa) bases as last.

Fencing formed of 100 x 50 x 2.5mm galvanized weld mesh (class A) security fence 1,800mm high with vertical wires facing outwards secured with "Howgring" clips or 1.6mm galvanized binding wire at 300mm centres to top and bottom straining wires and 700mm centres to four intermediate straining wires (straining wires elsewhere measured) including holes through posts.

Approved 500mm diameter flat wrap galvanized razor barbed tape wire fixed vertically to and including two rows of double stranded barb wire to top of security fence and secured to straining wire (elsewhere measured) with and including 2.5mm diameter galvanized binding wire at 300mm centres.

Six strands of 4mm galvanized straining wires secured to fencing posts with doubled 2mm galvanized wire inserted through hole in post and turned a minimum of four turns around straining wire and attached to straining frame at one end with not less than four turns and the other end to straining bolts (elsewhere measured).

### 2.14.1.1 Gates

Security fence single gate, size 1,000mm wide x 2,100mm high, formed of 50mm diameter nominal bore x 3,25mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, with two 50mm diameter nominal bore x 3,25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3.15mm weld mesh with four straining wires as before described and with four 2,37mm four point core diameter single "kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described, leaf fitted with three 24mm diameter x 300mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and union padlock No 3122.

Security fence double gate, size 6,000mm wide x 2,100mm high, in equal leaves each leaf formed of 50 mm diameter nominal bore x 3,25mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, with four 50mm diameter nominal bore x 3,25mm wall thickness security posts each 600mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3.15mm weld mesh with four straining wires as before described and with four 2,37mm four point core diameter single "kampeon" wires with crimped droppers to security posts as before described; including 500mm diameter flat wrap razor barbed tape wire fixed as before described one leaf with 450mm mild steel tower bolt welded to bottom corner with short length of mild steel pipe let into concrete paving as keep, with two 40 x 40 x 6mm angle rounded flange plates welded to styles of pipe framing, each plate once holed for and including 50mm; each leaf fitted with three 24mm diameter x 300mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500mm long approved chain spot welded to gate and union padlock No 3122.

### 2.14.1.2 Fencing Sundries

12mm Diameter galvanized mild steel straining eye bolt with hook, threaded portion and two nuts and washers, including hole through post.

### 2.14.2 Stock Fencing

Allow for clearing site for the width of 1000mm where fencing runs are to be erected including removing trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly leveling.

40mm Diameter creosote treated gum pole dropper 1200mm long holed as necessary and secured to barbed wire fencing as described.

75mm Diameter creosote treated gum pole intermediate post 1800mm long holed as necessary for wire or straining eye bolts and embedded 400mm deep in ground in and including 300 x 300 x 400mm deep cement concrete (25 MPa/19 mm stone) base including all excavations in earth, backfilling and ramming etc.

Straining frame formed of two 100mm diameter vertical posts 1800mm long and one 100mm diameter horizontal brace 1200mm long, with bottom end of each post embedded in and including 450 x 450 x 600mm cement concrete (25 MPa/19mm stone) base and having top end of posts and ends of brace rebated and bolted together with 10mm diameter galvanized bolts including bracing with four strands of 4mm galvanized wire tied through holes in vertical posts and thoroughly strained to form cross bracing including all excavations in earth, backfilling and ramming.

Corner straining frame formed of three 100mm diameter vertical posts 1800mm long and two horizontal braces each 1200mm long with bottom ends of posts embedded in concrete and braced as last described including all excavations in earth, backfilling and ramming.

Fencing 1200mm high formed of nine strands of 2,37mm four point double strand barbed wire with 2 mm galvanized barbed units at maximum 150mm centres and barb length of 13mm spaced as detailed, secured to fencing posts with doubled 2mm galvanized wire inserted through hole in post and turned a minimum of four turns around barbed wire.

#### 2.14.2.1 Gates

Pedestrian access gate formed of 40mm diameter galvanized mild steel tubular framing mitered and welded at angles and covered on outer face with five strands of barbed wire as before described properly strained and securely bound to framing with 1,8mm binding wire at 150mm centres, complete with steel spring action clip and keep bolted to gate post and hung on and including one pair of 8 mm diameter "eye" bolts fixed to gate and gate post fitted with galvanized chain welded to gate frame including Union type 3142 padlock with two keys. Size 900 x 1,500mm high.

Vehicular access gate formed of 40mm galvanized mild steel tubular framing with one vertical post welded at angles and intersections and covered on outer face with five strands of barbed wire as before described and properly strained and securely bound to framing with 1,8mm binding wire at 150mm centres and braced with four strands of 4mm wire between framing and vertical post, hung on and including one pair of 10mm "eye" bolts fixed to gate and gate post and fitted with galvanized chain welded to gate frame including Union type 3142 padlock with two keys. Size 3,550 x 1,500 mm high.

#### 2.14.2.2 Fencing Sundries

12mm Diameter galvanized mild steel straining eye bolt with hook, threaded portion and two nuts and washers, including hole through post.

## SBD 3.1 Pricing Schedule – Firm Prices (Purchases)

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>SCMU</b> .....
Closing Time: .....	Closing date .....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- 
- Required by: .....
  - At: .....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - \*Delivery: Firm/not firm
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



## SBD 3.2 Pricing Schedule – Non-Firm Prices (Purchases)

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder: .....	Bid number: <b>SCMU</b> .....
Closing Time: .....	Closing date: .....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-----			
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## C4 Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING  
AGREEMENT (Edition 4.1 of March 2005)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL
Bid No:	SCMU6-22/23-0005

**C4 Site Information**

**1. GROUND CONDITIONS**

Geotech information not available. This is an existing site.

**2. UNDERGROUND SERVICES**

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

**3. ADJACENT BUILDINGS**

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

**4. ENVIRONMENTAL ISSUES**

None

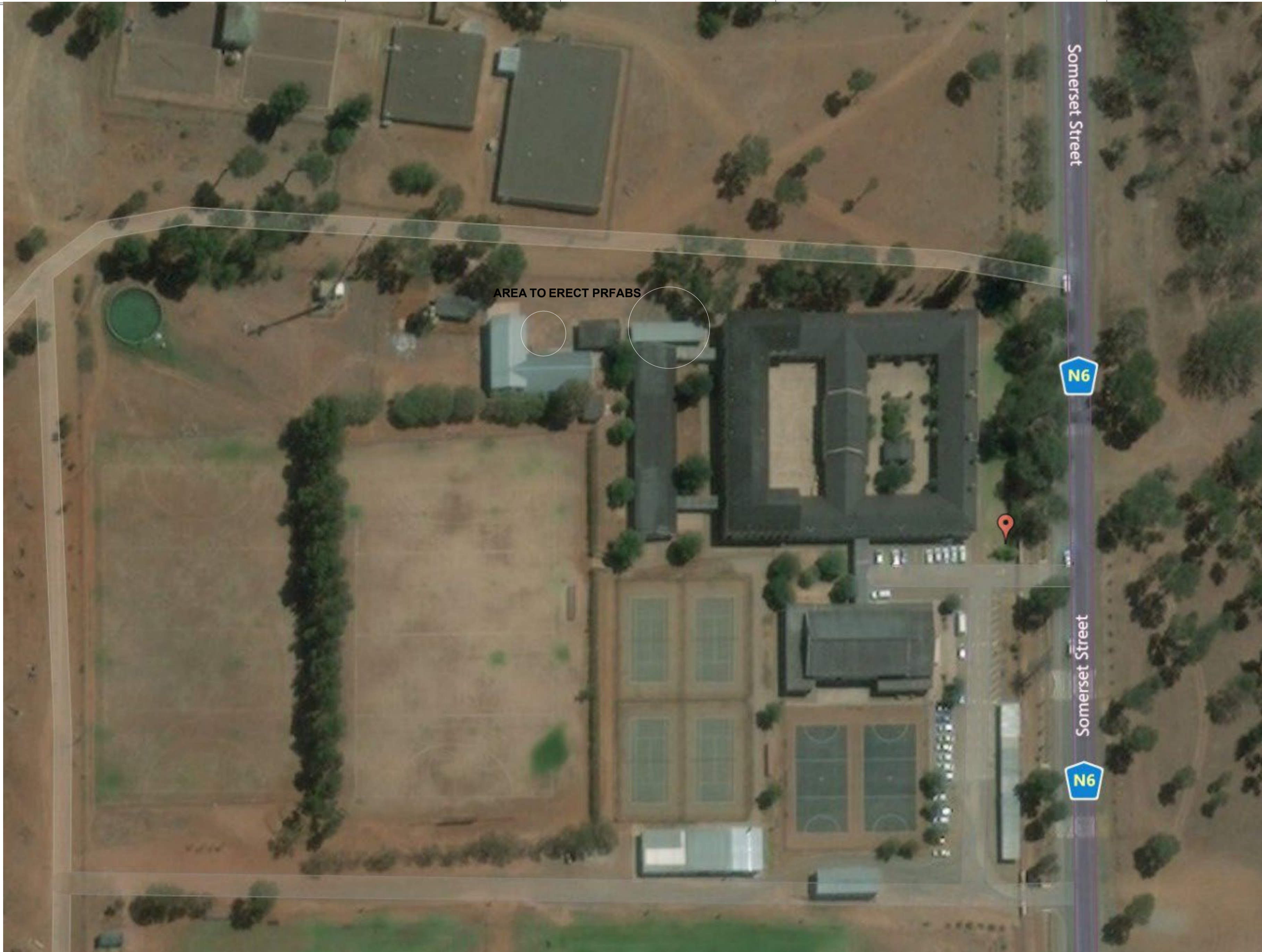
C5 Drawings

## C5.1: DRAWINGS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS, REPAIRS AND UPGRADES FOR ALIWAL NORTH HIGH SCHOOL</b>
<b>Bid No:</b>	<b>SCMU6-22/23-0005</b>

-  
-





**NOTES:**  
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**REVISIONS**

REV.	DESCRIPTION	DATE	BY

**PROPERTY DETAILS**  
 ASSESSMENT

**MUNICIPAL AUTHORITY**  
 ALI WAL NORTH-

**CLIENT DETAILS**  
 E.C. DEPARTMENT OF EDUCATION

**CONSULTANTS**

ARCHITECTURAL CONSULTANTS

CIVIL & STRUCTURAL ENGINEERING CONSULTANTS

ELECTRICAL ENGINEERING CONSULTANTS

ELECTRICAL ENGINEERING CONSULTANTS

QUANTITY SURVEYING CONSULTANTS

CLIENT	DATE	SGN

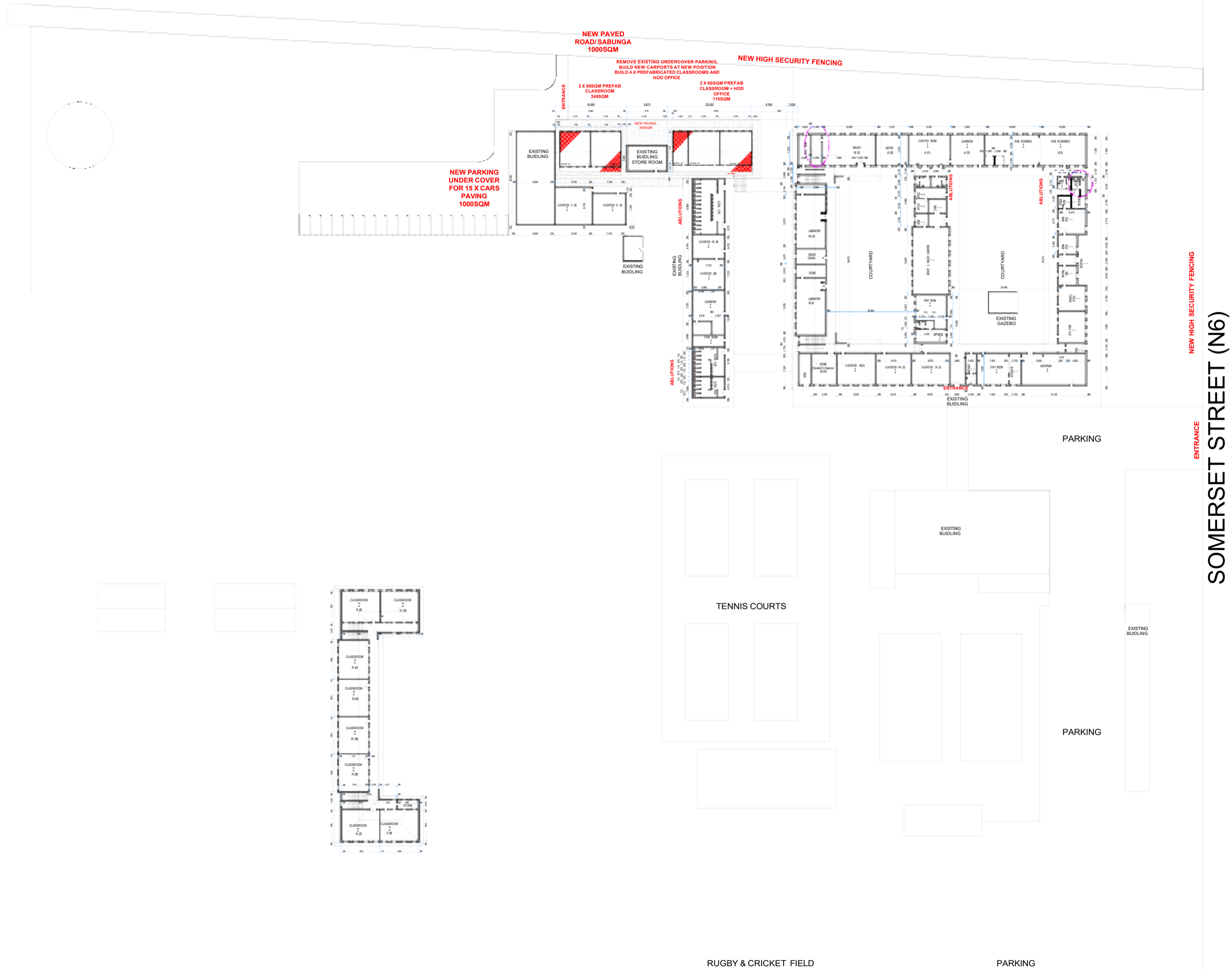
**PROJECT TITLE**

**ALI WAL NORTH HIGH SCHOOL**

**OPTION 02**  
**DRAWING TITLE**  
 ALI WAL NORTH HIGH SCHOOL

DATE	DRAWN	CHECKED	
3/2/2022	HWAM	HWAM	
10/12/2021			

PROJECT FILE NO. 101/20/01  
 DRAWING NO. 1  
 SCALE 1:500  
 PAPER SIZE **A1**



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 ASSESSMENT

**MUNICIPAL AUTHORITY**  
 ALI WAL NORTH-

**CLIENT DETAILS**  
 E.C. DEPARTMENT OF EDUCATION

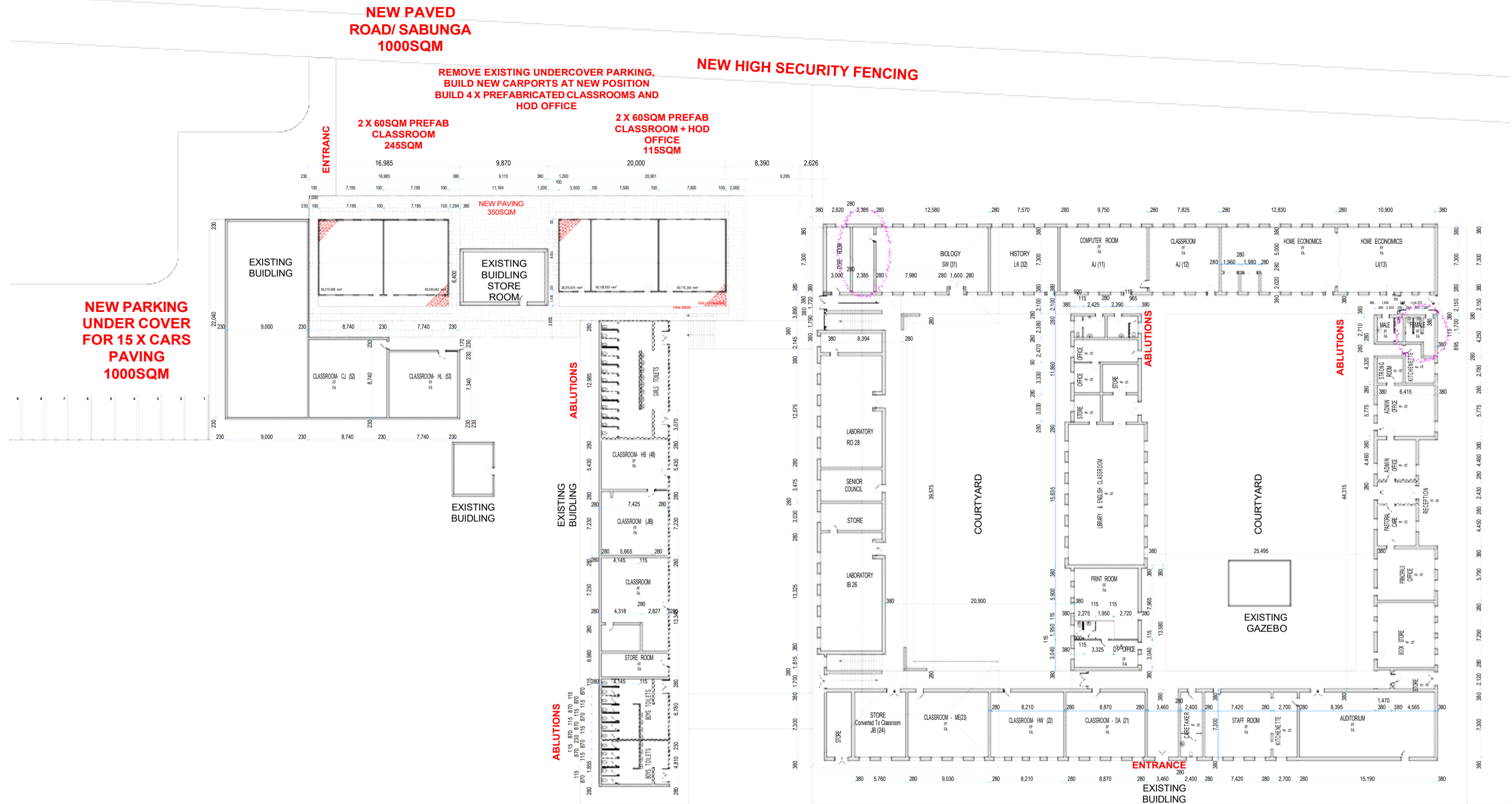
- CONSULTANTS**
- ARCHITECTURAL CONSULTANTS
  - CIVIL & STRUCTURAL ENGINEERING CONSULTANTS
  - ELECTRICAL ENGINEERING CONSULTANTS
  - ELECTRICAL ENGINEERING CONSULTANTS
  - QUANTITY SURVEYING CONSULTANTS

CLIENT	DATE	SIGN
INFRASTRUCTURE PLANNING	DATE	SIGN
INFRASTRUCTURE PLANNING	DATE	SIGN
USER CLIENT	DATE	SIGN
ARCHITECTURAL SERVICES	DATE 3/2/2022	SIGN
C & S ENGINEER SERVICES		SIGN
ELECTRICAL ENGINEER SERVICES	DATE	SIGN
MECHANICAL ENGINEER SERVICES	DATE	SIGN

**PROJECT TITLE**  
 ALI WAL NORTH HIGH SCHOOL

**OPTION 02**  
**DRAWING TITLE**  
 ALI WAL NORTH HIGH SCHOOL

PLANNING/ CONCEPT	<input checked="" type="checkbox"/>	MUNICIPAL SUBMISSION
CONSTRUCTION	<input type="checkbox"/>	MAINTENANCE
DATE 3/2/2022	DRAWN RHW	CHECKED RHW
PROJECT FILE NO. 1012/01		
DRAWING NO. 2	SCALE 1:500	PAPER SIZE A1



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**PROPERTY DETAILS ASSESSMENT**

**MUNICIPAL AUTHORITY**  
 ALIWAL NORTH-

**CLIENT DETAILS**  
 E.C. DEPARTMENT OF EDUCATION

**CONSULTANTS**  
 ARCHITECTURAL CONSULTANTS

**CIVIL & STRUCTURAL ENGINEERING CONSULTANTS**

**ELECTRICAL ENGINEERING CONSULTANTS**

**ELECTRICAL ENGINEERING CONSULTANTS**

**QUANTITY SURVEYING CONSULTANTS**

CLIENT	DATE	SIGN
INFRASTRUCTURE PLANNING	DATE	SIGN
INFRASTRUCTURE PLANNING	DATE	SIGN
USER CLIENT	DATE	SIGN
ARCHITECTURAL SERVICES	DATE	SIGN
C & S ENGINEER SERVICES		SIGN
ELECTRICAL ENGINEER SERVICES	DATE	SIGN
MECHANICAL ENGINEER SERVICES	DATE	SIGN

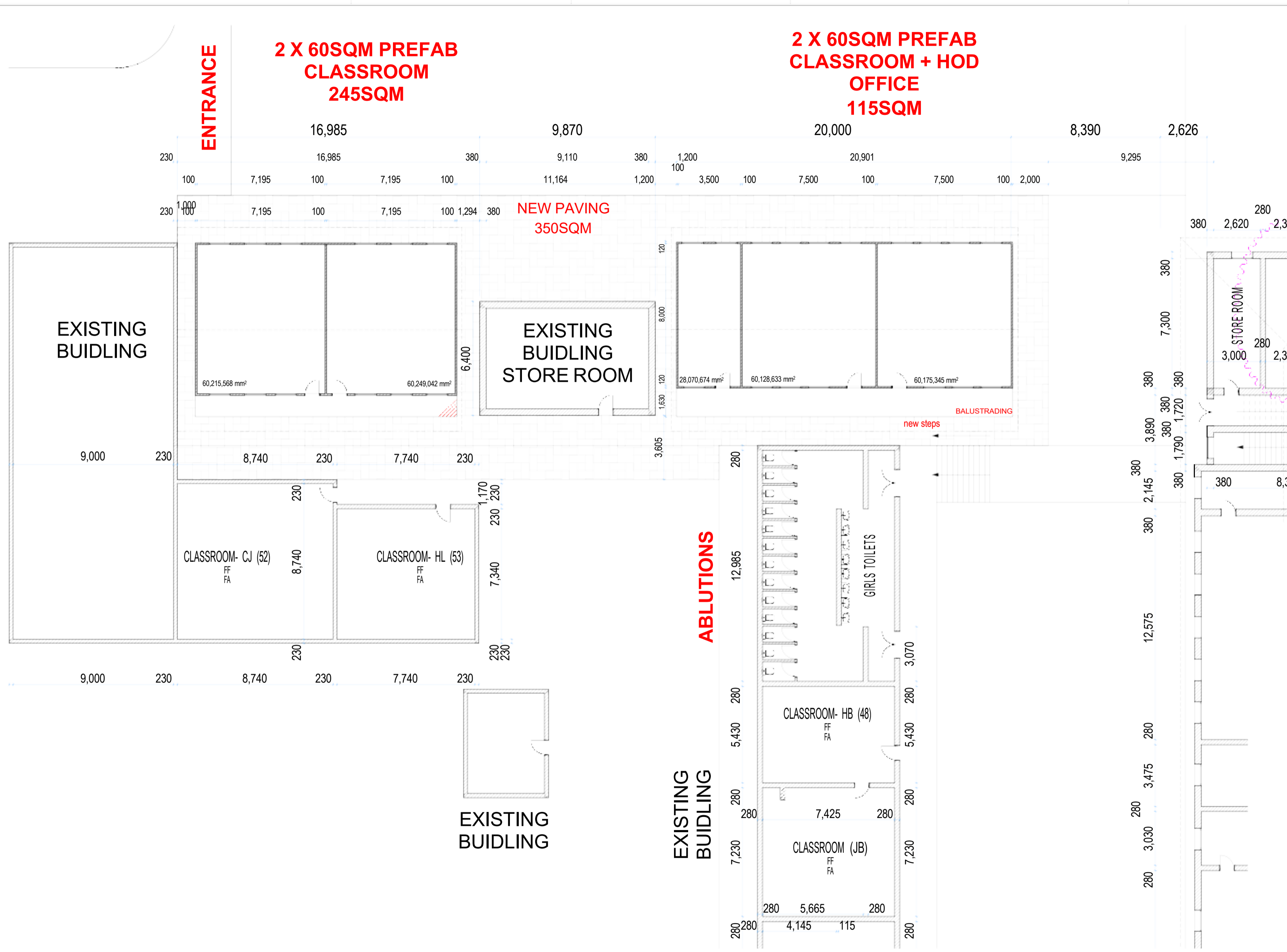
**PROJECT TITLE**  
**ALIWAL NORTH HIGH SCHOOL**

**OPTION 02**  
**DRAWING TITLE**  
 ALIWAL NORTH HIGH SCHOOL

PLANNING/ CONCEPT	MUNICIPAL SUBMISSION	
CONSTRUCTION	MAINTENANCE	
DATE	DRAWN	CHECKED
3/2/2022	RHAM	RHAM
PROJECT FILE NO.		REV/NO
101/2001		
DRAWING NO.	SCALE	PAPER SIZE
3	1:250, 1:2000	A1

0. ANHS-Site Development Plan 1:250





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**MUNICIPAL AUTHORITY**  
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**CLIENT DETAILS**  
 E.C. DEPARTMENT OF EDUCATION

**CONSULTANTS**

CLIENT	DATE	SGN
INFRASTRUCTURE PLANNING	DATE	SGN
INFRASTRUCTURE PLANNING	DATE	SGN
USER CLIENT	DATE	SGN
ARCHITECTURAL SERVICES	DATE	SGN
C & S ENGINEER SERVICES	DATE	SGN
ELECTRICAL ENGINEER SERVICES	DATE	SGN
MECHANICAL ENGINEER SERVICES	DATE	SGN

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**DRAWING TITLE**  
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PLANNING/ CONCEPT	MUNICIPAL SUBMISSION	
CONSTRUCTION	MAINTENANCE	
DATE	DRAWN	CHECKED
3/2/2022	HW/M	HW/M
PROJECT FILE NO.	SCALE	PAPER SIZE
101/2001	1:100	A1
DRAWING NO.	4	

# **BSC BEC BAC & HOD Recommendation Letter**



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**RECOMMENDATION BY THE BID SPECIFICATION COMMITTEE (ALIWAL NORTH HIGH SCHOOL)**

**COMMENTS:**

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**RECOMMENDED / NOT RECOMMENDED**

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**CHAIRPERSON-BSC**

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**DATE**

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**MEMBER- BSC**

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**DATE**

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**MEMBER – BSC**

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**DATE**

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**MEMBER – BSC**

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**DATE**

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**MEMBER – BSC**

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**DATE**

**APPROVED / NOT APPROVED**

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**M QWASE**

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**DATE**

**ACTING HEAD OF DEPARTMENT: EASTERN CAPE DEPARTMENT OF EDUCATION**