



## **IKHALA TVET COLLEGE**

**TENDER No.: ITVETC-001/09/2026**

### **CONSTRUCTION OF FOUR (4) CLASSROOM BLOCK & CHANGEROOMS / ABLUTIONS IN QUEEN NONESI CAMPUS**

**(CIDB Grading 5GB PE or Higher)**

### **PROCUREMENT DOCUMENT**

**October 2026**

**Issued by:**

**Physical Address:**

Ikhala TVET College  
Zone D, Gwadana Drive  
Ezibeleni  
5326

**Postal Address:**

Private Bag X7110  
Queenstown  
5320

**Contact:**

Name: Mr. Nkosinathi Futshane  
Mr. Malibongwe Vava  
Tel: 047 873 8811 / 047 873 8840  
Email: nkosinathi.futshane@ikhala.edu.za  
Malibongwe.vava@ikhala.edu.za

**Prepared by:**

**Physical Address:**

Izinga Holdings  
5 Charter Street  
Empangeni  
3880

**Postal Address:**

PO Box 8184  
Empangeni  
3880

**Contact:**

Name: Mr. Siyabonga Dladla  
Mr. Fisokuhle Radebe  
Tel: 035 772 1211  
Email: siyabonga@izingaholdings.co.za  
fisokuhle@izingaholdings.co.za

**Name of Tenderer: .....**

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## **PART T1: TENDERING PROCEDURES**

## T1.1 Tender Notice and Invitation to Tender

Ikhala TVET College invites suitable qualified Built Environment Contractors of:

| Description                                                                                                     | Tender No.         | CIDB Grading     | Date of Site Meeting                                                                                                                                                             | Tender Closure                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------|--------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Ikhala TVET College – Construction of Four (4) Classroom Block & Changerooms / Ablutions in Queen Nonesi Campus | ITVETC-001/09/2026 | 5GB PE or Higher | A physical compulsory information session will be held on the 06 October 2026 at 11:00 am, Queen Nonesi Campus, Gqebenya Location, on R410 to Lady Frere (15 km from Queenstown) | 11h00am, 23 October 2026 at Ikhala Admin Centre, 2020 Gwadana drive, Ezibeleni. (submit with a USB)<br><br>Validity period 120 days. |

**Documents can be purchased from Supply Chain Management Section, Ikhala TVET College, OR can be downloaded from National Treasury Portal at a Non- Refundable fee of R150.00 each.** Bidders need to pay R150.00 for the document (even when downloading them). proof of payment to SCM or attach PoP on the tender document upon return. **Purchase documents at Zone D, Gwadana Drive, Ezibeleni, 5326 between 08:00 and 16:00 from Monday to Thursday and between 08:00 and 13:00 on Friday.** All compulsory documents must be completed which form part of the RFQ/BID documents. The suppliers must be registered on a Central Supplier Database (CSD)

Banking Details for purchase of tender documents: Ikhala TVET College, First National Bank (FNB), Cheque Account, Acc Number: 6203 388 9710, Branch No: 210 920, Branch: Queenstown for payment reference: **(Use ref, 2026040014)**

**Please note: A compulsory briefing sessions will be held on the date and time as indicated above. No special arrangements will be made for interested parties who arrived late for site briefing session. Cut off time for site briefing session is 5 minutes. Additional Requirements for Bids:** B-BBEE Verification Certificate and SARS Tax – Login pin for verification, Company Registration (CIPRO), Municipal Account. **The completed bid document with all attachments must be signed and submitted in a clearly labelled sealed envelope together with USB (FAILURE TO SUBMIT A USB and a proof of payment for the bid document) WILL RESULT IN SUPPLIERS BEING DISQUALIFIED)** and must be deposited in the tender box at Ikhala TVET College: Administration Centre, Zone D, Gwadana Drive, Ezibeleni, 5326 by specified date. Faxed, electronic or late submissions will not be accepted.

Queries relating to the issue of these documents may be addressed to:

| Contact Person | Tel No.      | Designation                          | Email                                                                                    |
|----------------|--------------|--------------------------------------|------------------------------------------------------------------------------------------|
| Mr. S Dladla   | 035 772 1211 | Consultant: Project Engineer         | <a href="mailto:siyabonga@izingaholdings.co.za">siyabonga@izingaholdings.co.za</a>       |
| Mr. F. Radebe  | 035 772 1211 | Consultant: Technician               | <a href="mailto:fisokuhle@izingaholdings.co.za">fisokuhle@izingaholdings.co.za</a>       |
| Mr. M Vava     | 047 873 8840 | Ikhala TVET College: Project Manager | <a href="mailto:malibongwe.vava@ikhala.edu.za">malibongwe.vava@ikhala.edu.za</a>         |
| Mr. N Futshane | 047 873 8811 | Ikhala TVET College: SCM Manager     | <a href="mailto:nkosinathi.futshane@ikhala.edu.za">nkosinathi.futshane@ikhala.edu.za</a> |

(Enquiries in relation to this bid will not be entertained after 13:00pm on (17 October 2026)

Compulsory clarification meetings with the Employer (Ikhala TVET College) and representatives of the Employer (Izinga Holdings) will take place at the venue:

Ikhala TVET College, Queen Nonesi Campus, off Regional Road R410 from Komani to Cacadu, next to Queen Nonesi Cultural Village (15 KM Queenstown)

On the above said date (see "date of site meeting"). After the site clarification meeting, representatives of the Client will take prospective tenderers to the respective site.

Tenders may only be submitted on the tender document that was issued. Requirements for sealing, addressing, delivery, openings and assessment are stated in the tender data. Ikhala TVET College request all service providers to register in their database.

The College is not obliged to accept the lowest or any bidder.

**Tenderes will be adjudicated using the 80/20 point system as per revised PPPFA Regulations, 2022.**

**Preferences are offered to tenderers who have HDI equity ownership; women equity ownership; youth equity ownership; disabled person equity ownership and have local presence in the form of an operational business within the boundary of the Eastern Cape; accredited BBEEE or EME entities and have local presence in the form of an operational business within the boundary of the Eastern Cape.**

| PREFERENCE GOAL                                                             | 80/20     | Documents required to be attached for verification                                                                                                                                                |
|-----------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GOAL 1 - Ownership – Maximum Points</b>                                  | <b>10</b> |                                                                                                                                                                                                   |
| Business owned more than 50% by black person                                | 3         | ID copy of Director/Owner/CSD/ BBB-EE Certificate                                                                                                                                                 |
| Business owned less than 50% by black person                                | 1         |                                                                                                                                                                                                   |
| Business owned more than 50% by black women                                 | 3         | ID copy of Director/Owner and CSD                                                                                                                                                                 |
| Business owned less than 50% by black women                                 | 1         |                                                                                                                                                                                                   |
| Business owned more than 50% by black youth                                 | 2         | ID copy of Director/Owner and CSD                                                                                                                                                                 |
| Business owned less than 50% by black youth                                 | 1         |                                                                                                                                                                                                   |
| Business owned more than 50% by disabled person                             | 2         | Attach proof from a registered doctor/physician for a bidder to obtain full points                                                                                                                |
| <b>GOAL 2 – RDP – Maximum Points</b>                                        | <b>10</b> |                                                                                                                                                                                                   |
| Business falls under the SMME category – EME and QSE                        | 3         | Detailed CSD Report                                                                                                                                                                               |
| Promotion of business located within Chris Hani District Municipality       | 4         | <ul style="list-style-type: none"> <li>- Detailed CSD Report</li> <li>- Municipal statement account not older than 90 days</li> <li>- Lease agreement and affidavit if you are leasing</li> </ul> |
| Promotion of business located within Eastern Cape province                  | 3         | <ul style="list-style-type: none"> <li>- Detailed CSD Report</li> <li>- Municipal account not older than 90 days</li> </ul>                                                                       |
| Promotion of business located in South Africa outside Eastern Cape Province | 1         | <ul style="list-style-type: none"> <li>- Lease agreement and affidavit if you are leasing</li> </ul>                                                                                              |



**Ikhala TVET College**  
**Tender No. ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

#### **Closing date and submission of Tenders:**

**The completed bid document with all attachments must be signed and submitted in a clearly labelled sealed envelope together with USB (FAILURE TO SUBMIT A USB WILL RESULT IN SUPPLIERS BEING DISQUALIFIED)** and must be deposited in the tender box at Ikhala TVET College: Administration Centre, Zone D, Gwadana Drive, Ezibeleni, 5326 by specified date. Faxed, electronic or late submissions will not be accepted

Only companies who have submitted all of the above information will be considered for evaluation. Ikhala TVET College is under no obligation to give reasons for non-acceptance/rejection of any submission. All shortlisted bidders will be subjected to undergo a security screening in terms of Section 2(1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended.

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1         | The employer is IKHALA TVET COLLEGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.1.2         | <p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>C1.4 - Adjudicator's contract</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p> |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.2 | <p>The tender documents issued by the employer comprise:</p> <p><b>Volume 1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender<br/>T1.2 Tender data</p> <p><b>Volume 2: Returnable documents</b></p> <p>T2.1 List of returnable mandatory documents<br/>T2.2 Returnable schedules</p> <p>C1.1 Form of offer and acceptance<br/>C1.2 Contract data (part 2)<br/>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Volume 3: The contract</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.2 Contract data (part 1)<br/>C1.3 Form of Guarantee<br/>C1.4 Adjudicator's Contract</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p><b>Part C3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 Site information</p>                                                                                                                                                                                                                      |
| F.1.4 | <p>The employer's agent is:</p> <p><b><u>Business Address</u></b></p> <p>Name: Ikhala TVET College<br/> Address: Zone D, Gwadana Drive; Ezibeleni, Queenstown; 5326<br/> Tel: 047 873 8811 / 047 873 8840<br/> E-mail: <a href="mailto:nkosinathi.futshane@ikhala.edu.za">nkosinathi.futshane@ikhala.edu.za</a> / <a href="mailto:Malibongwe.vava@ikhala.edu.za">Malibongwe.vava@ikhala.edu.za</a></p> <p><b><u>Postal Address</u></b></p> <p>Name: Ikhala TVET College<br/> Address: Private Bag X 7110, Queenstown, 5320</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F.2.1 | <p><b><u>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</u></b></p> <p>(1). The tenderer confirms that, specifically for this tender, it has obtained a letter of intent from a reputable insurer confirming insurance cover of at least R5 million, with the cover effective no later than the tender closing date, issued by a reputable insurer in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(2). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(3). The tenderer, or any of his principals, is not/are not under any restriction to do business with the employer.</p> |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.7                | <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F.2.12               | No alternative tender offers will be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.2.13.3             | Parts of each tender offer communicated on paper shall be submitted as an original and/or certified copy where applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| F.2.13.5<br>F.2.15.1 | <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Admin Centre<br/> <b>Physical address:</b> Ikhala TVET College, Zone D, Gwadana Drive, Ezibeleni, Queenstown, 5326<br/> <b>Identification details:</b> ITVETC-001/09/2026, Construction of Four (4) Classroom Block &amp; Changerooms / Ablutions in Queen Nonesi Campus</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.2.13.6<br>F.3.5    | A two-envelope procedure is required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.2.13.9             | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.15               | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.16               | The tender offer validity period is 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F.2.20               | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.22               | Return all retained tender documents within 28 days after the expiry of the validity period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.23               | <p>The tenderer must submit with his tender the following mandatory documents:</p> <ol style="list-style-type: none"> <li>1) A Valid Tax pin or an original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>2) A copy of the certificate of Incorporation of the company.</li> <li>3) Company proof of address (A Municipal Statement of Account and/or Valid Lease Agreement)</li> <li>4) Updated Central Supplier Database Report (CSD)</li> <li>5) A Valid CIDB Grading for 5GB or 5GBPE or higher</li> <li>6) A letter of intent for public liability insurance cover for a minimum value of not less than five million (R5 000 000)</li> <li>7) Proof of Valid COIDA certificate</li> <li>8) Signed revised SBD 4 form</li> <li>9) A proof of bank rating with a rating "C" or higher</li> <li>10) Joint Ventures to attach: JV Agreement and letter of Signatory</li> </ol> |
| F.3.1.1              | The Employer will respond to requests for clarification received up to 3 working days before the tender closing time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.3.4                | Tenders will be opened immediately after the closing time for tenders at <b>11am</b> hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| F.3.11.5 | <p>The procedure for the evaluation of responsive tenders is Method 2 (<i>Financial Offer and Preferences</i>).</p> <p>In the case of a financial offer and preferences:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 0 and 0.</p> <p>b) Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:</p> $T_{EV} = N_{FO} + N_P$ <p>where:</p> <ul style="list-style-type: none"><li><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 0</li><li><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with 0</li></ul> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p> |                                   |                               |                       |                       |   |                           |                                   |             |   |                                             |                                   |             |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------|-----------------------|-----------------------|---|---------------------------|-----------------------------------|-------------|---|---------------------------------------------|-----------------------------------|-------------|
| F.3.11.7 | <p>Scoring Financial Offers.</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>where:</p> <ul style="list-style-type: none"><li><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</li><li><math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.</li><li><math>A</math> is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.</li></ul> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td><td><math>A = P/P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td><td><math>A = P_m/P</math></td></tr></table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer<br/><math>P</math> is the comparative offer of the tender offer under consideration</p>                                                                                  | Formula                           | Comparison aimed at achieving | Option 1 <sup>a</sup> | Option 2 <sup>a</sup> | 1 | Highest price or discount | $A = (1 + \frac{(P - P_m)}{P_m})$ | $A = P/P_m$ | 2 | Lowest price or percentage commission / fee | $A = (1 - \frac{(P - P_m)}{P_m})$ | $A = P_m/P$ |
| Formula  | Comparison aimed at achieving                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Option 1 <sup>a</sup>             | Option 2 <sup>a</sup>         |                       |                       |   |                           |                                   |             |   |                                             |                                   |             |
| 1        | Highest price or discount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | $A = (1 + \frac{(P - P_m)}{P_m})$ | $A = P/P_m$                   |                       |                       |   |                           |                                   |             |   |                                             |                                   |             |
| 2        | Lowest price or percentage commission / fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | $A = (1 - \frac{(P - P_m)}{P_m})$ | $A = P_m/P$                   |                       |                       |   |                           |                                   |             |   |                                             |                                   |             |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| F.3.11.8 | <p><b>Scoring Preferences.</b></p> <p>Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.</p> <p>Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.</p> <p><b>Scoring Quality</b></p> <p>Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> $NQ = W_2 \times S_o / M_s$ <p>where:</p> <ul style="list-style-type: none"> <li>• <math>S_o</math> is the score for quality allocated to the submission under consideration;</li> <li>• <math>M_s</math> is the maximum possible score for quality in respect of a submission; and</li> <li>• <math>W_2</math> is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data</li> </ul> |
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F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

| Quality Criteria                                                                                                |                                                | Sub-Criteria                                                                                              | Points Allocation |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------|
| Company Profile 10                                                                                              |                                                |                                                                                                           |                   |
| Company Profile, indicating 5 and more projects of similar nature (Scope of Work and Value of Project)          |                                                | Provide Company Profile, indicating previous experience in similar building related projects              | 10                |
| Company Profile, indicating 3 - 4 projects of similar nature (Scope of Work and Value of Project)               |                                                |                                                                                                           | 6                 |
| Company Profile, indicating 1 - 2 projects of similar nature (Scope of Work and Value of Project)               |                                                |                                                                                                           | 3                 |
| Company Profile, without any similar project or no submission                                                   |                                                |                                                                                                           | 0                 |
| Human Resources 5                                                                                               |                                                |                                                                                                           |                   |
| Project Team Organogram, indicating full list of Key Personnel required                                         |                                                | Provide Project Team Organogram, indicating Key Personnel                                                 | 5                 |
| Project Team Organogram, indicating at least half of Key Personnel required                                     |                                                |                                                                                                           | 2                 |
| Project Team Organogram, indicating less than half of Key Personnel required or no submission                   |                                                |                                                                                                           | 0                 |
| Qualifications of Key Personnel 30                                                                              |                                                |                                                                                                           |                   |
| Contracts Manager: BSc or B-Tech in Built Environment, registered as a professional with ECSA and/or SACPCMP    | With over 10 years of relevant experience      | Provide CV's, with original certified copies of Qualifications and Identity Document                      | 10                |
|                                                                                                                 | With less than 10 years of relevant experience |                                                                                                           | 5                 |
| Site Agent: National Diploma in Built Environment, registered as a candidate with ECSA and/or SACPCMP           | With over 8 years of relevant experience       |                                                                                                           | 7.5               |
|                                                                                                                 | With less than 8 years of relevant experience  |                                                                                                           | 5                 |
| Foreman: Minimum NQF Level 5 in Build Environment                                                               | With over 8 years of relevant experience       |                                                                                                           | 7.5               |
|                                                                                                                 | With less than 8 years of relevant experience  |                                                                                                           | 5                 |
| Safety Officer: Relevant qualification in OHS and registered with SACPCMP                                       | With over 5 years of relevant experience       |                                                                                                           | 5                 |
|                                                                                                                 | With less than 5 years of relevant experience  |                                                                                                           | 2.5               |
| Methodology 10                                                                                                  |                                                |                                                                                                           |                   |
| Methodology and approach to completing similar projects, achieving all three Programme Management dimensions    |                                                | Provide Method Statement, addressing all three Programme Management dimensions (Scope, Quality and Time). | 10                |
| Methodology and approach to completing similar projects, achieving at least two Programme Management dimensions |                                                |                                                                                                           | 6                 |
| Methodology and approach to completing similar projects, achieving at least one Programme Management dimensions |                                                |                                                                                                           | 3                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                     |                                                                                                                                         |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Methodology and approach to complete similar projects, achieving no Programme Management Dimension or no submission |                                                                                                                                         | 0          |
| <b>Programme of Works 5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                     |                                                                                                                                         |            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Programme of Works, indicating flow of all activities in relation to the Scope of Works                             | Provide Programme of Works, indicating flow of activities for similar Scope of Work                                                     | 5          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Programme of Works, indicating partial flow of activities and not completely in accordance with the Scope of Works  |                                                                                                                                         | 2.5        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Programme of Works, not in compliance with the Scope of Works or no submission                                      |                                                                                                                                         | 0          |
| <b>Experience 40</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                     |                                                                                                                                         |            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5 completed projects or more on similar projects (Scope of Work and Value of Project)                               | Provide Reference Letter/s in Client's Letterhead, Accompanied by Appointment Letter/s, Completion Certificate/s and/ or Purchase Order | 40         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 4 completed projects or more on similar projects (Scope of Work and Value of Project)                               |                                                                                                                                         | 30         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3 completed projects or more on similar projects (Scope of Work and Value of Project)                               |                                                                                                                                         | 20         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 – 2 completed projects or more on similar projects (Scope of Work and Value of Project)                           |                                                                                                                                         | 10         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0 completed similar project or no submission                                                                        |                                                                                                                                         | 0          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Total Points</b>                                                                                                 |                                                                                                                                         | <b>100</b> |
| <p>Quality shall be scored by not less than three evaluators. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>The minimum number of evaluation points for quality is <b>70</b>.</p> <p><b>Tender offer that score less than 70 (seventy) points out of 100 (one hundred) points in respect of the quality criteria, will be regarded as non-responsive and be excluded from further evaluation in terms of clause F.3.11</b></p> |                                                                                                                     |                                                                                                                                         |            |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.3.13 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer submits <b>an original valid</b> SARS Tax Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) 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>e) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul> |
| F.3.17 | <p>The number of paper copies of the signed contract to be provided by the employer is <b>1 (one)</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



**Ikhala TVET College**  
**Tender No. ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

## **PART T2: RETURNABLE DOCUMENTS**

## **T.2.1 List of returnable documents**

### **Returnable Schedules Required for Tender Evaluation Purposes**

The tenderer must complete the following returnable schedules as relevant:

- Schedule A: Certificate of Authority
- Schedule B: Certified ID Copies of Members
- Schedule C: Site Inspection Certificate
- Schedule D: Record of Addenda to Tender Document
- Schedule E: Proposed Amendments and Qualifications
- Schedule F: Proposed Sub-Contractors
- Schedule G: Compulsory Enterprise Questionnaire
- Schedule H: B-BBEE Certificate
- Schedule I: Central Supplier Database (CSD)
- Schedule J: Contractor's Certificate of Registration with CIDB
- Schedule K: Workman's Compensation
- Schedule L: Proposed Organisation and Staffing
- Schedule M: Experience of Key Personnel
- Schedule N: Approach Paper and Methodology
- Schedule O: Tenderer's Past Experience
  
- SBD 1: Invitation to Tender
- SBD 2: Tax Clearance Certificate Requirements
- SBD 4: Declaration of Interests
- SBD 6.1: Preference Points Claim
- SBD 7.1: Contract Forms – Rendering of Services
- SBD 8: Declaration of Bidder's Past Supply Chain Management Practice
- SBD 9: Certificate of Independent Bid Determination
- **Scan your documents into the USB (FAILURE TO SUBMIT A USB WILL RESULT TO DISQUALIFICATION)**

## SCHEDULE A: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations.

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

| <b>A</b><br><b>Company</b> | <b>C</b><br><b>Joint Venture</b> | <b>E</b><br><b>Close Corporation</b> |
|----------------------------|----------------------------------|--------------------------------------|
| <input type="checkbox"/>   | <input type="checkbox"/>         | <input type="checkbox"/>             |

### A. Certificate for Company

I, ..... managing director of the board of directors of ..... hereby confirm that by resolution of the board taken on ..... 20....., Mr./Ms. ...., has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1.....  
 .....  
 Managing Director

2.....  
 .....  
 Date

### B. Certificate for Joint Venture

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

| <b>NAME OF FIRM</b> | <b>ADDRESS</b> | <b>AUTHORISING SIGNATURE, NAME &amp; CAPACITY</b> |
|---------------------|----------------|---------------------------------------------------|
| Lead Partner        |                |                                                   |
|                     |                |                                                   |
|                     |                |                                                   |

**C. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr./Ms. ....  
 ..... to sign all documents in connection with the tender and  
 any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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



**Ikhala TVET College**  
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**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

## **SCHEDULE B: CERTIFIED ID COPIES OF MEMBERS**

Certified ID copies of members of the company should be attached.

Failure to do so will lead to your Tender being disqualified.



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**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

## **SCHEDULE C: SITE INSPECTION CERTIFICATE**

We visited the site of the Works on the date certified below.

I/We further certify that I am/we are satisfied with the Description of the Works and the explanations given by the Engineer at the site inspection.

**Signature of Tenderer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **SITE VISIT**

This will certify that \_\_\_\_\_

Representing \_\_\_\_\_

Visited the site of the works for this Contract on \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(signed)  
**for IKHALA TVET COLLEGE / IZINGA HOLDINGS**

## SCHEDULE D: RECORD OF ADDENDA TO TENDER DOCUMENTS

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. |      |                  |

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE E: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.3 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |
|      |                |          |

Signed: .....

Date: .....

Name: .....

Position: .....

## SCHEDULE F: PROPOSED SUB-CONTRACTORS

Tenders are required to employ designated Sub-Contractors on this contact. The designated Sub-Contractors to be utilized should be 100% black-owned emerging business. A contract Participation Goal of at least 10% for Sub-Contracting to these designated subcontractors has to be achieved by the Contractor. The objective is to bring about meaningful transformation in the construction industry through the following:

- Meaningful economic participation
- Transfer of technical, management and entrepreneurial skills
- Creation of sustainable Black Enterprises

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments.

| NAME AND ADDRESS OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | CIDB GRADING | % OF TOTAL CONTRACT ALLOCATED TO SUB-CONTRACTOR |
|---------------------------------------------|-----------------------------------------------|--------------|-------------------------------------------------|
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |
|                                             |                                               |              |                                                 |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE G: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise** .....

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |                                                                                                                                                                                                                     |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor,<br>partner, director, manager,<br>principal shareholder or<br>stakeholder | Name of institution, public office, board<br>or organ of state and position held | Status of service<br>(tick appropriate<br>column) |                             |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------|
|                                                                                                    |                                                                                  | current                                           | Within<br>last 12<br>months |
|                                                                                                    |                                                                                  |                                                   |                             |
|                                                                                                    |                                                                                  |                                                   |                             |
|                                                                                                    |                                                                                  |                                                   |                             |
|                                                                                                    |                                                                                  |                                                   |                             |
|                                                                                                    |                                                                                  |                                                   |                             |
|                                                                                                    |                                                                                  |                                                   |                             |

\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> An employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

| Name of spouse, child or<br>parent | Name of institution, public office, board<br>or organ of state and position held | Status of service<br>(tick appropriate<br>column) |                             |
|------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------|
|                                    |                                                                                  | current                                           | Within<br>last 12<br>months |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |
|                                    |                                                                                  |                                                   |                             |

\*insert separate page if necessary

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

- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) Confirms that 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;
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Enterprise*  
*name* \_\_\_\_\_

## **SCHEDULE H: B-BBEE CERTIFICATE**

Certified B-BBEE Certificate should be attached.

Failure to do so will lead to your Tender being disqualified.

## **SCHEDULE I: CENTRAL SUPPLIER DATABASE (CSD)**

Full CSD Report should be attached.

Failure to do so will lead to your Tender being disqualified.

## **SCHEDULE J: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB.

Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].

## **SCHEDULE K: WORKMAN'S COMPENSATION**

When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted.

Failure to do so will lead to your Tender being disqualified.

## **SCHEDULE L: PROPOSED ORGANISATION AND STAFFING**

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

**The scoring of the proposed organization and staffing will be as per Clause F.3.11.3 Quality Criteria found on Page T1-11 to T1-12 of this Document.**

---

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

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

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

*Tenderer* .....

## SCHEDULE M: EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of Contracts Manager, Site Agent, General Foreman and Safety Officer of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post graduate / diploma experience (year, organization and position)
- 6 Outline of recent assignments / experience that has a bearing on the scope of work

**The scoring of the proposed organization and staffing will be as per Clause F.3.11.3 Quality Criteria found on Page T1-11 to T1-12 of this Document.**

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

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | _____ | Date     | _____ |
| Name     | _____ | Position | _____ |
| Tenderer | _____ |          |       |

## **SCHEDULE M: APPROACH PAPER AND METHODOLOGY**

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

**The scoring of the proposed organization and staffing will be as per Clause F.3.11.3 Quality Criteria found on Page T1-11 to T1-12 of this Document.**

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

|                 |          |
|-----------------|----------|
| Signed          | Date     |
| _____           | _____    |
| Name            | Position |
| _____           | _____    |
| <i>Tenderer</i> |          |
| _____           |          |

## SCHEDULE N: TENDERER'S PAST EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

| Employer, contact person and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed |
|----------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------|----------------|
|                                                                |                               |                                                                   |                |

The scoring of the proposed organization and staffing will be as per Clause F.3.11.3 Quality Criteria found on Page T1-11 to T1-12 of this Document.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

## SBD1: INVITATION TO TENDER

### PART A: INVITATION TO BID

|                                                                                                                                                                       |                                                                                    |                  |                                                                          |                               |                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                      |                                                                                    |                  |                                                                          |                               |                                                                                                       |
| BID NUMBER:                                                                                                                                                           |                                                                                    | CLOSING DATE:    |                                                                          | CLOSING TIME:                 |                                                                                                       |
| DESCRIPTION                                                                                                                                                           |                                                                                    |                  |                                                                          |                               |                                                                                                       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                            |                                                                                    |                  |                                                                          |                               |                                                                                                       |
|                                                                                                                                                                       |                                                                                    |                  |                                                                          |                               |                                                                                                       |
|                                                                                                                                                                       |                                                                                    |                  |                                                                          |                               |                                                                                                       |
|                                                                                                                                                                       |                                                                                    |                  |                                                                          |                               |                                                                                                       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                 |                                                                                    |                  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                               |                                                                                                       |
| CONTACT PERSON                                                                                                                                                        |                                                                                    | CONTACT PERSON   |                                                                          |                               |                                                                                                       |
| TELEPHONE NUMBER                                                                                                                                                      |                                                                                    | TELEPHONE NUMBER |                                                                          |                               |                                                                                                       |
| FACSIMILE NUMBER                                                                                                                                                      |                                                                                    | FACSIMILE NUMBER |                                                                          |                               |                                                                                                       |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                    | E-MAIL ADDRESS   |                                                                          |                               |                                                                                                       |
| <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]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |                  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                               | TICK APPLICABLE BOX]<br><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<br>[IF YES ENCLOSE PROOF] |                  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B: TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JOINT BUILDING CONTRACTS COMMITTEE CONTRACT(JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p> |

**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: .....

## **SBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:**

.....  
**SURNAME AND INITIALS OF REPRESENTATIVE**

.....  
**DATE**

.....  
**SIGNATURE**

COMPANY OFFICIAL STAMP

## SBD 4: BIDDERS 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**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3. DECLARATIONS

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



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**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

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

## SBD 6.1: PREFERENCE POINTS CLAIM

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

|                                                           |           |                                                           |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

## 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.1 POINTS AWARDED FOR PRICE

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

|                                                           |           |                                                           |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
| $Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | or        | $Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

## 4 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

| The specific goals allocated points in terms of this tender                                                 | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|
| 1. Enterprises wholly or partially owned by Historically Disadvantage individuals (100% Black ownership)    | 12                                        |                                                                           |
| (75-99% Black ownership)                                                                                    | 10                                        |                                                                           |
| (60-74% Black ownership)                                                                                    | 8                                         |                                                                           |
| (51-59% Black ownership)                                                                                    | 6                                         |                                                                           |
| (0-50% Black ownership)                                                                                     | 0                                         |                                                                           |
| 2. Local specific area (Chris Hani or Joe Gqabi District)                                                   | 2                                         |                                                                           |
| 3. Contracting with enterprises wholly or partially owned by female (Copy of your identity documents)       | 3                                         |                                                                           |
| 4. Promoting enterprises wholly or partially owned by disabled (people (Dr confirmation letter/ certificate | 2                                         |                                                                           |
| 5. Promoting enterprises wholly or partially owned by youth                                                 | 1                                         |                                                                           |

Bidders must submit proof of all specific goals that are claimed for:

- list of all HDI's and their certified copies of identity documents and their shareholding percentage as it appears on CIPC documents.
- Locality (Municipal account in the name of a bidder or a valid lease agreement with lease statement of account).
- Certified copies of identity documents of youth within the company as directors / owners and their shareholding percentage as it appears on CIPC documents.
- Certified copies of identity documents of Woman within the company who are directors and or / owners and their shareholding percentage as it appears on CIPC documents.
- Proof of Company registration (CIPC documents)

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM [Tick applicable box]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....





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**Ablutions in Queen Nonesi Campus**

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

## SBD 8: DECLARATION OF BIDDERS PAST SCM PRACTISES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                             | No                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                |



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**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

OFFICIAL COMPANY STAMP

## **SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

or

bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</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.**

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

**I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**OFFICIAL COMPANY STAMP**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

## C1.1 Form of Offer and Acceptance

### Offer

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

**Contract No.: ITVETC-001/09/2026**

**Description: Construction of Four (4) Classroom Block & Changerooms / Ablutions in Queen Nonesi Campus**

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.

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, 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 VAT IS:

(in words) .....Rand;

R.....(in figures)

### THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, 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 &  
signature of  
witness

(Insert name and address of  
organisation)

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 Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work: Works Information                                                 |
| 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 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.

Deviations from and amendments to the draft contract 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 two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



**Ikhala TVET College**  
**Tender No. ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## Schedule of Deviations

|                 |       |
|-----------------|-------|
| 1 Subject ..... | ..... |
| Details .....   | ..... |
|                 | ..... |
|                 | ..... |
|                 | ..... |
| 2 Subject ..... | ..... |
| Details .....   | ..... |
|                 | ..... |
|                 | ..... |
|                 | ..... |
| 3 Subject ..... | ..... |
| Details .....   | ..... |
|                 | ..... |
|                 | ..... |
|                 | ..... |
| 4 Subject ..... | ..... |
| Details .....   | ..... |
|                 | ..... |
|                 | ..... |
|                 | ..... |
| 5 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 returnable 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.

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 the draft contract, 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 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.

## C1.2 Contract Data

The Conditions of Contract are clauses 1 to 42 of the **JBCC** series 2000 **Principal Building Agreement** (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.

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.

### CONTRACT VARIABLES

#### THE SCHEDULE

The **schedule** contains all the variables referred to in this document and is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this **agreement**.

Spaces requiring information must be filled in, shown as “**not applicable**” 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 **schedule**. Key cross reference clauses are italicised in *[ ]* brackets.

|                             |                                                                                                                                                                                                                                                                                               |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>42.0</b>                 | <b>Part 1: Contract Data completed by the Employer</b>                                                                                                                                                                                                                                        |
| <b>42.1</b>                 | <b>CONTRACTING AND OTHER PARTIES</b>                                                                                                                                                                                                                                                          |
| <b>42.1.1</b><br><br>[1.2]  | <p><b>Employer:</b><br/>Ikhala TVET College</p> <p><b>Postal address:</b><br/>Private Bag X7110<br/>Queenstown<br/>5320</p> <p><b>Tel:</b> (047) 873 8811      <b>Fax:</b> (047) 873 8855</p> <p><b>Physical address:</b><br/>Zone D, Gwadana Drive<br/>Ezibeleni<br/>Queenstown<br/>5326</p> |
| <b>42.1.2</b><br>[1.1, 5.1] | <p><b>Project Manager:</b><br/>Mr M Vava (Ikhala TVET College)</p> <p><b>Postal address:</b><br/>Private Bag X7110<br/>Queenstown<br/>5320</p> <p><b>Tel:</b> (047) 873 8840      <b>Fax:</b> (047) 873 8855</p>                                                                              |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | <b>Physical address:</b><br>Zone D, Gwadana Drive<br>Ezibeleni<br>Queenstown<br>5326                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>42.1.3</b><br>[1.1, 5.2]           | <b>Principal Agent:</b><br>Siyabonga Dladla / Fisokuhle Radebe (Izinga Holdings)<br><br><b>Postal address:</b><br>PO Box 8184<br>Empangeni<br>3880<br><br><b>Tel:</b> (035) 772 1211 <b>Fax:</b> (086) 459 4537<br><br><b>Physical address:</b><br>5 Charter Street<br>Empangeni<br>3880                                                                                                                                                                                                                                                                                   |
| <b>42.2</b>                           | <b>CONTRACT DETAILS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 42.2.1<br>[1.1]                       | <b>Works</b> description: Refer to document C3 – Scope of Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 42.2.2<br>[1.1]                       | <b>Site</b> description: Refer to document C4 – Site Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 42.2.4<br>[41.0]                      | Specific options that are applicable to a State organ only<br>Where so :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| [31.1 #]<br>[31.11.2 #]<br>[31.12.2#] | 1) Interest rate legislation:<br>(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<br><br>(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.#]                              | 2) Lateral support insurance to be effected by the <b>contractor</b> :                      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                            |
| [31.4.2 #]                            | 3) Payment will be made for materials and goods:                                              Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                          |
| [40.2.2.#]                            | 4) Dispute resolution by litigation                                                                      Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                               |
| [26.1.2 #]                            | 5) Extended <b>defects</b> liability period applicable to the following elements:                                              Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                         |
| 42.2.6<br>[15.3]                      | Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Ten (10) working days.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 42.2.7<br>[24.3.1]<br>[30.1]          | For the <b>works</b> as a whole:<br>The date for <b>practical completion</b> shall be <b>6 months</b> from the <b>commencement date</b> and the penalty per calendar day shall be <b>1.00 cents per R100 of the contract value Excl. (VAT) per calendar day.</b>                                                                                                                                                                                                                                                                                                           |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 42.2.9<br>[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<br>[10.1 #,<br>10.2 #<br>12.1 #] | Contract <b>works</b> insurance to be effected by the <b>Contractor</b> .<br><br><input checked="" type="checkbox"/> To the minimum value of the <b>Contract Sum</b> plus 10%<br>With a deductible not exceeding 5% of each and every claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 42.3.2<br>[10.1#, 10.2<br>#,<br>12.1 #] | Supplementary insurance is required: <b>Yes</b><br><br>To the minimum value of the <b>contract sum</b> plus 10 %                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 42.3.3<br>[11.1#, 12.1<br>#]            | Public liability insurance to be effected by the <b>contractor</b><br><br><input checked="" type="checkbox"/> For the sum of R 5 million<br><br>With a deductible not exceeding 5% of each and every claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>42.4</b>                             | <b>DOCUMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 42.4.2<br>[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 / Lump sum document</b> schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 42.4.5<br>[3.4]                         | <b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents</b> : <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 42.4.6<br><br>[31.5.3]<br><br>[32.13]   | The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: <b>Yes</b> <input checked="" type="checkbox"/><br><br>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</b> Indices Application Manual as prepared by the <b>JBCC Series 2000</b> , code 2118, dated May 2005 and any amendments thereto:<br><br>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<br><br>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<br><br>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<br><br>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted<br><br>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<br><br>Alternative Indices: <b>Not Applicable</b> |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>42.4.7<br/>[3.10]</p> | <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 possession of the site is given to the contractor</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 <b>commencement date</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 tenderer and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><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, and in particular:</p> <p>(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</p> <p>(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</p> <p><b>SECURITY</b> – means the form of <b>security</b> provided by the <b>employer</b> or <b>contractor</b>, as stated in the schedule, from which the <b>contractor</b> or <b>employer</b> may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax.<br/>Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A <b>construction guarantee</b> in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p style="padding-left: 40px;">The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 200 Principal Building Agreement and Preliminaries applicable to this contract on the <b>site</b>, to which the <b>employer</b>, <b>principal agent</b> and <b>agents</b> shall have access to at all times.</p> <p>3.10 Replace the second reference to “<b>principal agent</b>” with the word “<b>employer</b>”</p> <p>4.3 No clause</p> |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>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 <b>principal agent</b> and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p style="text-align: center;"><b>Damage to the works</b></p> <p>a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection and <b>security</b> of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Add the following as 10.6</p> <p style="text-align: center;"><b>Injury to Persons or loss of or damage to Properties</b></p> <p>a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</p> <p>c) The <b>contractor</b> shall upon receiving a contract instruction from the <b>principal agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>.</p> <p>d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>.</p> <p>e) Where the execution of the <b>works</b> involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be</p> |
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|  | <p>altered or added to, the <b>contractor</b>, 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 <b>works</b> has been completed</p> <p>f) The <b>contractor</b> 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 <b>works</b></p> <p>10.7 Add the following as 10.7</p> <p><b>HIGH RISK INSURANCE</b></p> <p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p><b>10.7.1 Damage to the works</b></p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection of the <b>works</b> as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>10.7.2 Injury to persons or loss of or damage to property</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p><b>10.7.3</b> It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) calendar days of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p> |
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|  | <p>10.7.4 The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> 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 <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 <b>SECURITY</b></p> <p>14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) calendar days from <b>commencement date</b>. Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) calendar days from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b>(excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> 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 <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) calendar days of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> 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 <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in</p> |
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|  | <p>which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> |
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|  | <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">"Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>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 percentage adjustments:</p> |
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|                                   |                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31.8(A).1                         | Ninety-five per cent (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 per cent (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 per cent (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 per cent (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> .<br>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 percentage adjustments:                           |
| 31.8(B).1<br>up                   | Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued to the date of <b>practical completion</b>                                                                                                                                                                                   |
| 31.8(B).2<br>of                   | Ninety-seven per cent (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 per cent (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<br>in                   | One hundred per cent (100%) of such value in the final <b>payment certificate</b> terms of 34.6 except where the amount certified is in favour of the <b>employer</b> .<br>In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>      |
| 31.12                             | Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."                                                                                                                                                                         |
| 32.5.1<br>32.5.4<br>and<br>32.5.7 | Add the following to the end of each of these clauses: "...due to no fault of the <b>contractor</b> "                                                                                                                                                                                                          |
| 33.2                              | Add the following clauses 33.2.9 to 33.2.13:                                                                                                                                                                                                                                                                   |
| 33.2.9                            | the <b>contractor's</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract                                                                                                                                                                                           |
| 33.2.10                           | the <b>contractor's</b> failure or neglect to proceed with the <b>works</b> in terms of the contract                                                                                                                                                                                                           |
| 33.2.11                           | the <b>contractor's</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract                                                                                                                                                                                         |

|         |                                                                                                                                                                                                                                                             |
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| 33.2.12 | the <b>contractor's</b> 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 <b>contractor's</b> 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 "twenty one (21) calendar days" and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"                                                                 |
| 36.3    | Remove reference to "No clause", and replace " <b>principal agent</b> " with " <b>employer</b> "                                                                                                                                                            |
| 36.7    | Add the following: "Notwithstanding any clause to the contrary, on cancellation of                                                                                                                                                                          |
| 37.5    | this agreement either by the <b>employer</b> or the and <b>contractor</b> ; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the                                                                      |
| 38.7    | <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> 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) <b>working days</b> 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.                                                                               |

## C.1.2 Contract Data

### Part 2: Data provided by the Contractor

The Contractor is advised to read the *Joint Building Contracts Committee PBA 6.2 (May 2018)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

| Clause                   | Data                                                                                                                                                                                                                                                                                            |                          |      |               |  |  |  |  |  |  |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------|---------------|--|--|--|--|--|--|
| 1.8<br>1.2.2             | <p>The Contractor is.</p> <p>Name: .....</p> <p>.....</p> <p>The address of the Contractor is:</p> <p>Address (physical): .....</p> <p>...</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p> <p>.....</p> <p>e-mail: .....</p> |                          |      |               |  |  |  |  |  |  |
| 37.2.2.3                 | The percentage allowance to cover overhead charges is .....                                                                                                                                                                                                                                     |                          |      |               |  |  |  |  |  |  |
| 42.1                     | <p>The Works are to be completed as set out in the Scope of Work:</p> <p>The whole of the Works shall be completed within ..... days / weeks / months</p>                                                                                                                                       |                          |      |               |  |  |  |  |  |  |
| 46.3                     | <p>The variations in the price of special materials:</p> <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>         | Type of special material | Unit | Rate or price |  |  |  |  |  |  |
| Type of special material | Unit                                                                                                                                                                                                                                                                                            | Rate or price            |      |               |  |  |  |  |  |  |
|                          |                                                                                                                                                                                                                                                                                                 |                          |      |               |  |  |  |  |  |  |
|                          |                                                                                                                                                                                                                                                                                                 |                          |      |               |  |  |  |  |  |  |

## C1.3 Forms of Securities

**Tender No.: ITVETC-001/09/2026**

WHEREAS **Ikhala TVET College** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....  
 (Hereinafter called “the Contactor”) on the ..... day of ..... 20. . . ,

**for Ikhala TVET College: Construction of Four (4) Classroom Block & Changerooms / Ablutions in Queen Nonesi Campus**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS ..... has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....  
 ..... Rands (in words); R .....  
 ..... (in figures)



**Ikhala TVET College**  
**Tender No. ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

## C1.4 ADJUDICATOR'S CONTRACT

**(Pro Forma only)**

**To be entered into when required**

This agreement is made on the ..... day of ..... between:

..... (name of company / organisation)

of .....

..... (address) and

..... (name of company / organization)

of .....

.....(address)

(the Parties) and

.....(name)

of .....

..... (address)

(the Adjudicator).

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

..... and known as .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with JBCC 2000, and the Adjudicator may be / has been\* requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

1. The adjudication shall be conducted in accordance with the rights and obligations of the Adjudicator and the Parties as set out in the Procedure as per Clauses of the JBCC 2000.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
7. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:
  - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
  - (b) Telegrams, telex, faxes, and telephone calls.
  - (c) Postage and similar delivery charges.
  - (d) Travelling, hotel expenses and other similar disbursements.
  - (e) Room charges.
  - (f) Charges for legal or technical advice obtained in accordance with the Procedure.
8. The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 6 and/or item 7. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
9. The Adjudicator is/is not\* currently registered for VAT.
10. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
11. All payments, other than the appointment fee (item 8) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

|                                                                                                                                                                 |                                                                                                                                                                  |                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| SIGNED by: _____<br>Name: _____<br>who warrants that he / she is<br>duly authorized to sign for and<br>on behalf of the first Party in the<br>presence of _____ | SIGNED by: _____<br>Name: _____<br>who warrants that he / she is<br>duly authorized to sign for and<br>on behalf of the second Party in<br>the presence of _____ | SIGNED by: _____<br>Name: _____<br>the Adjudicator in the presence<br>of _____ |
| Witness _____<br>Name: _____<br>Address: _____                                                                                                                  | Witness: _____<br>Name _____<br>Address: _____                                                                                                                   | Witness: _____<br>Name: _____<br>Address: _____                                |
| Date: _____<br>_____                                                                                                                                            | Date: _____<br>_____                                                                                                                                             | Date: _____<br>_____                                                           |

\* Delete as necessary



**Ikhala TVET College**  
**Tender No. ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

## **PART C2: PRICING DATA**

## C2.1 Pricing Instructions

1. The Joint Building Contracts Committee Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Service Provider is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Request for quotation is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Service Provider shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the rates on request for proposal shall apply should work under these items actually be required.

Should the Service Provider group a number of items together and provide one sum for such group of items, the single provided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The provided rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

|          |   |                                                                                                                                                                                         |
|----------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unit     | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications                                                                      |
| Quantity | : | The number of units of work for each item                                                                                                                                               |
| Rate     | : | The payment per unit of work at which the Service Provider offers to do the work                                                                                                        |
| Amount   | : | The quantity of an item multiplied by the tendered rate of the (same) item                                                                                                              |
| Sum      | : | An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

|                      |   |                       |
|----------------------|---|-----------------------|
| %                    | = | percent               |
| h                    | = | hour                  |
| ha                   | = | hectare               |
| kg                   | = | kilogram              |
| kl                   | = | kilolitre             |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| kPa                  | = | kilopascal            |
| kW                   | = | kilowatt              |
| l                    | = | litre                 |
| m                    | = | metre                 |
| mm                   | = | millimeter            |
| m <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| MN                   | = | meganewton            |
| MN.m                 | = | meganewton-metre      |
| MPa                  | = | megapascal            |
| No.                  | = | number                |
| Prov sum             | = | Provisional sum       |
| PC sum               | = | Prime Cost sum        |
| R/only               | = | Rate only             |
| Sum                  | = | lump sum              |
| t                    | = | ton (1000 kg)         |
| W/day                | = | Work day              |

## **C2.2 Bill of Quantities**

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# **PART C3: SCOPE OF WORK**

## C3.1 SCOPE OF WORKS

### 1. DESCRIPTION OF THE WORKS

#### 1.1 Project Background

Due to the significant increase in student admissions at the Queen Nonesi Campus of Ikhala TVET College, the institution has identified an urgent need to expand its infrastructure to accommodate the growing student population. Ikhala TVET College hereby invites qualified Contractors to submit proposals for the **Construction of four (4) new classroom blocks & Changerooms / Ablutions at the Queen Nonesi Campus**. This development aims to enhance the learning environment and ensure adequate facilities for academic delivery.

#### 1.2 Employer's Objectives

The Ikhala TVET College is required to comply with the standards set out by the Department of Higher Education and Training for the Queen Nonesi Camps. The College is looking to contract a qualified and competent Contractor for the implementation of the project.

Labour Intensive work shall be undertaken using local workers who are temporarily employed in terms of the project specification.

#### 1.3 Overview of the Works

The Scope of Works comprises of the following:

- Construction of 4 x 43m<sup>2</sup> Classrooms, each with 6 m<sup>2</sup> office / storage;
- Construction of male and female Changerooms with ablutions;
- Construction of Septic Tank with french drains; and
- Provision of 4 x 5 000 litres of Jojo Tanks for water harvesting.

The above Scope of Works will be achieved through the following activities:

- a) Site Establishment;
- b) Site clearance and grubbing;
- c) Cut and fill existing surface for platform creation;
- d) Excavations of trenches for strip footings and foundations;
- e) Blinding below foundations, 15MPa concrete;
- f) Foundations & surface beds, 25MPa concrete, Y12 steel reinforcement / 193 mesh wire;
- g) Importation of gravel material, soil poisoning and damp-proofing below surface beds;
- h) Sub and super structure using SABS approved brickwork;
- i) Roof timber structure and IBR coverings;
- j) Plastering and painting;
- k) Finishes;
- l) Quality control; and
- m) De-Establishment.

The full extent of the works is defined in the Bills of Quantities.

#### 1.4 Location of the Works

| Name                                                    | Municipality, Town, Village                                                                                   | Coordinates                                                       |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <i>Ikhala TVET<br/>College: Queen<br/>Nonesi Campus</i> | <i>Chris Hani District Municipality,<br/>Emalahleni Local Municipality,<br/>Gqebenya Village, Lady Frere.</i> | <i>Latitude: 31° 49' 16.75" S<br/>Longitude: 27° 00' 34.24" E</i> |

#### 1.5 Temporary Works

The Contractor is responsible for the design, construction/erection, inspection and maintenance of all temporary works.

#### 1.6 Local Labour

The contractor to make use of local labour but they can bring their own skilled personnel. The contractor will be required to submit EPWP labour forms each end of month.

### 2 SKILLS TRANSFER REQUIREMENTS

It is a requirement of the Contract that the appointed Contractor recruit students that will be provided by the Ikhala TVET College, for the duration of the project.

The Skills Transfer will be guided by the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023.

#### 2.1 Introduction

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard

Contractors are responsible for achieving the contract skills development goals (CSDG) on the contract. The contractor may, if needs be, devolve their obligations onto subcontractors.

#### 2.2 Provision of Stipends

Based on the agreed skills methods, the Employer shall make provision for payment to the Contractor for learner and candidate stipends for unemployed persons and a provision for additional cost such as medical assessments, personal protective equipment, tools and course fee for example skills programmes, pre trade test training and registration support programmes.

### **2.3 Provision of Payment to Mentors**

The Employer shall make provision for payment of the mentor. Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council. The Contractor shall carry out all the requirements, including but not limited to:

- a) Identify a suitable mentor for the candidate.
- b) Issue each candidate with a portfolio of evidence file.
- c) Ensure the mentor provides an updated workplace training plan for a candidate.

### **2.4 Procurement**

The successful Contractor may employ part/full occupational qualification learners and /or trade qualification learners and/or work integrated learners and/or candidates.

The Contractor are required to source learners from Ikhala TVET College database. Alternatively, they may source the learners or candidates directly or through a Skills Development Agency (SDA) upon approval by the Ikhala TVET College.

### **2.5 Records**

The contractor shall:

- Keep records for learners and candidates of the hours worked and registration with Ikhala TVET College, CIDB, SDA, Sector Education Training Authorities SETA's (where required) and professional statutory councils (where required) particulars towards compliance with this Standard.
- Ensure all the documentation required is provided in a timely manner and according to a prescribed format where applicable.
- Upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate and counter-certified by the relevant individual, to the Employer's representative for record-keeping purposes.

## **3 CONSTRUCTION**

### **3.1 Applicable Standardised Specifications**

The Standardised Specifications listed below are applicable to the contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in the list below. Where such specifications are not included, they shall however be deemed to be included in the contract documents.

- Occupational Health and Safety Specifications.
- General Conditions of Contract included in the tender document.

### **3.2 Material Compliance with SABS/SANS Requirements**

Where materials to be used in the works are required to comply with a SABS/SANS specification, they will be accepted as complying with the SABS/SANS specification if one of the following is satisfied.

- The display of a SABS/SANS mark on the product with a copy of the SABS/SANS certificate that allows the manufacturer to use the mark, or

- All the criteria in the relevant SABS/SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

## 4 ADDITIONAL REQUIREMENTS AND CONSTRAINTS

### 4.1 Health and Safety Requirements

The Contractor will be required to submit a Health and Safety File within 7 days of appointment.

## 5 CONTRACT STANDARD DRAWINGS

| Drawing No. | Revision | Description    |
|-------------|----------|----------------|
| 25-PR-03-01 | Rev 01   | Site Plan      |
| 25-PR-03-01 | Rev 01   | New Classrooms |
| 25-PR-03-01 | Rev 01   | Changerooms    |

## 6 SITE INFORMATION

Four (4) Classroom Block and Changerooms to be constructed at Queen Nonesi Campus of Ikhala TVET College at **Gqebenya Village, Lady Frere.**

## 7 LOCALITY PLAN:



## 3.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

### C3.2.1 GENERAL

#### C3.2.1.1 Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub-Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

**The Principal Contractor and Sub-Contractors' particular attention is drawn to Section 1.2 of this specification whereby**

***“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.”***

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

#### C3.2.1.2 Principal Contractor

The successful tenderer will on signing of the contract for: Construction of potable water pipe lines and associated structures be required to fulfill the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

#### C3.2.1.3 Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

#### C3.2.1.4 Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

#### C3.2.1.5 Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

#### C3.2.1.6 Advice

The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

#### C3.2.1.7 Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

### C3.2.2 INFORMATION REQUIREMENTS

The contractor must provide the following information.

#### C3.2.2.1 General

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS(Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.

- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

#### C3.2.2.1 Management

- Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project. Broadly speaking your:
- Organisation's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,
- SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,
- SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
- SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.
- In other words Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.
- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.
- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfill their duties under the Construction Regulations 2003 (No. R. 1010 Promulgated 18 July 2003).

#### C3.2.2.2 Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.
- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:

- a) Clearly documented and those personnel responsible for implementation and management are explicitly defined;
- b) Understood by all relevant personnel through training and assessment;
- c) Implemented as documented and promptly reviewed for effectiveness following initial implementation;
- d) Amended and authorized as required;
- e) Adequately supervised, managed and audited to ensure continuing compliance;
- f) Available at all times wherever the measures are being implemented.

Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

#### C3.2.2.3 Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- h) Includes the steps to be taken to ensure that only authorized persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.

- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures.
- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

#### C3.2.2.4 Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

#### C3.2.2.5 Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

### C3.4.3 GENERAL SITE SAFETY

#### C3.2.3.1 Safety training & education

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (E.g. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

##### C3.2.3.1.1 Induction Training

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and

Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

#### C3.2.3.1.2 Induction training for specified work

The Principal Contractor / Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client / Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract.

The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

#### C3.2.3.2 Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub-Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organized and undertaken by the Client / Client's Agent.

#### C3.2.3.3 First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,
- first-aid room, where there are 500 or more workers on site,
- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g. for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

#### C3.2.3.4 Fire protection and prevention

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.
- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order

- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

#### C3.2.3.5 Site Emergency Procedures

The Principal Contractor / Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

- The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;
- General work area precautions, fire prevention, detection, protection and warning alarm systems;
- Firefighting and rescue equipment including types of fire extinguishers;
- Fire safety measures for Site accommodation;
- Escape and communication;
- Fire brigade access, facilities and coordination;
- Fire drills and training including the use of firefighting equipment;
- Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practice their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on firefighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.

The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, firefighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

#### C3.2.3.6 Housekeeping

Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

#### C3.2.3.7 Stacking & Storage

- Adequate storage areas must be provided.
- Storage areas must be kept neat and under control.

#### C3.2.3.8 Illumination

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

#### C3.2.3.9 Sanitation / Hygiene

Provision of site hygiene facilities:

- One sanitary facility for every 30 workers.
- Adequate washing facilities.
- One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

#### C3.2.3.10 Personal Protective Equipment

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls)

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards

All personal protective equipment shall be of safe design and construction for the work to be performed.

#### C3.2.3.11 Permit to work requirements

Institute a "hot work" permit system in respect of:

- metalwork flame cutting,
- site welding,

#### C3.2.3.12 Lock-out

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

#### C3.2.3.13 Monthly Health and Safety Audits

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

#### C3.2.3.14 Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practices and operations are in accordance with the contract.

#### C3.2.3.15 Provision of Information

- Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.
- Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.
- Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.
- Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.
- The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.
- The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.
- The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.
- Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.
- The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.
- The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting relevant and timely information with regard to OHS Performance and incidents.

- The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.
- Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.
- Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.
- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

#### C3.2.3.16 Stop the execution of Construction Work

Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which poses a threat to the health and or safety of persons.

#### C3.2.3.17 Handing over of Project Health and Safety file

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

#### C3.2.3.18 Records and Records Management

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

### C3.2.4 CHEMICAL HAZARDS

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

#### C3.2.4.1 Substances

- Asphalt
- Bitumen
- RTH Tar prime

- Synthetic Polymer (Polyester / Polypropylene / Polyethylene)
- Stabilizing agents
- Anionic stable grade emulsion
- Rubber
- Bitumen Rubber mix
- Hydrophilic aggregates
- Cationic emulsion
- Proprietary chemical additive
- Styrene
- Butadiene rubber (SBR latex)
- Cleaning agent
- Paint
- Oxygen
- Acetylene
- Diesel
- Petrol
- Weed killer

#### C3.2.4.2 Material

- Cement
- Lime
- Mud rock
- Shale
- Clay
- Synthetic fibre filter fabric
- Geo-textile (synthetic polymer)
- Crushed aggregate
- Weathered dolerite gravel
- Fine slurry
- Crusher dust
- Paving blocks

Adhesives / solvents which may make personnel ill by breathing in vapours, irritation if in contact with skin an eyes and can be highly flammable.

Cement - can cause ill health by:

- a) Skin contact, cement burns and dermatitis.
- b) Eye contact, irritation and inflammation.
- c) Inhalation of dust, irritation to nose and throat and causes difficulty with breathing.

Oil based paint can cause illness by breathing in vapours.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

- a) Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.

b) Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurized. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

### **C3.2.5 SAFETY HAZARDS**

#### **C3.2.5.1 Tools**

##### **C3.2.5.1.1 Hand tools**

- Employers shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

#### **C3.2.5.2 Portable electrical Tools**

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless –

- it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act or,
- it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
- it is clearly marked that it is constructed with double or reinforced insulation.

Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

### **C3.2.6 EXCAVATIONS**

- The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- The contractor shall evaluate the stability of the ground before excavation work begins.
- The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- The contractor shall not permit any person to work in an excavation which has not been adequately shored or braced.
- Shoring and bracing may not be necessary where-
  - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
  - such an excavation is in stable material:
  - Provided that-
    - permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
    - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;
- Take steps to ensure that the shoring or bracing is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Cause every excavation, including all bracing and shoring, to be inspected-
  - i) daily, prior to each shift;
  - ii) after every blasting operation;
  - iii) after an unexpected fall of ground;
  - iv) after substantial damage to supports; and
  - v) after rain,

by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
  - adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
  - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor

- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

### **C3.2.7 FORMWORK & SUPPORT WORK**

The contractor shall ensure that-

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
  - Secure any deck panels against displacement, and
  - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.
- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorization has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, ,move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

### **C3.2.8 CONSTRUCTION VEHICLES**

The contractor shall ensure that all construction vehicles and mobile plants-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
  - i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- have safe and suitable means of access;
- are properly organised and controlled by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signaling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

### **C3.2.9 ELECTRICAL INSTALLATIONS**

- Before construction commences and during the progress thereof, adequate steps must be taken to ascertain the 'presence of and guard against danger to workers from any electrical cable or apparatus.
- All parts of electrical installations and machinery must be of adequate strength to withstand the working conditions on construction sites;
- In working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, must be provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- All temporary electrical installations must be inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections must be recorded in a register to be kept on site.
- The control of all temporary electrical installations on the construction site must be designated to a competent person who has been appointed in writing.

### **C3.2.10 USE & STORAGE OF FLAMMABLE LIQUIDS**

- Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:

Provided that where the workplace cannot effectively be ventilated-

- every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
  - steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
  - Flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
  - An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
  - Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;

- All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- Where flammable liquids are decanted, the metal containers are bonded or earthed;
- No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

### **C3.2.11 DISPOSAL OF MATERIALS**

See – Environmental Management Plan – Tender Document

### **C3.2.12 WELDING & CUTTING**

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless:

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.

No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –

- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may –
  - i) ignite or explode; or
  - ii) react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

### **C3.2.13 BLASTING & USE OF EXPLOSIVES**

#### **C3.2.13.1 Safety distances**

The contractor shall –

- apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;
- where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

#### **C3.2.13.2 Supervision of explosives**

In order to ensure that the provisions of the Act and its regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certificated person in a full-time capacity to be explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –

- the explosives manager
  - i) approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;
  - ii) ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations
  - iii) prescribes all protective clothing and equipment to be used in the danger area
  - iv) ensures that the processes and equipment specified in schedule licenses are safe and appropriate for the manufacturing processes envisaged for the workplace.
- the supervising official
  - i) is at all times in a position to exercise control over the operations
  - ii) reports without delay to the explosives manager any plant or equipment under his or her control that has or may have posed a risk:
  - iii) ensures that all rules implemented in the interest of health and safety are at all times complied with;
  - iv) stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

#### **C3.2.13.3 Safe handling of explosives**

The contractor shall ensure that –

- all explosives or ingredients thereof are at all times free of foreign material;
- all reasonable precautions are taken to prevent the spillage of explosives;

- cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosives manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:
- all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the explosives manager: Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;
- the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion
- only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair:
- vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosives manager.

Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –

- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless –

- he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;
- he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission

#### C3.2.13.4

#### Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

- at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the explosives manager or a person authorized by him if the authorized gatekeeper has been informed thereof;
- for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:

- to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

- enter the danger area with –
  - i) tobacco;
  - ii) matches, cigarette lighters or other devices capable of generating heat or spark sources;
  - iii) intoxicating liquor or narcotics;
  - iv) food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosives manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or
  - v) radio transmitters or cellular telephones; or

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

### **C3.2.14 VESSELS UNDER PRESSURE**

#### **C3.2.14.1 Manufacturer's data plate**

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such boiler or pressure vessel:

- a) Name of manufacturer;
- b) country or origin;
- c) year of manufacture;
- d) manufacturer's serial number;
- e) name, number and date of the standard of design;
- f) design gauge pressure in Pascals; (design pressure)
- g) maximum permissible operating pressure in Pascals;
- h) operating temperature;
- i.) capacity in cubic meters; and
- j) mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or willfully damage or alter the particulars stamped thereon.

#### **C3.2.14.2 Portable Gas Containers**

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

#### C3.2.14.3 Hand held Fire extinguishers

No user shall use, require or permit the use of a hand held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SANS 1475.

#### C3.2.14.4 Gas Fuel use, equipment and systems

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

#### C3.2.14.5 Inspection and test

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be –

- by an approved inspection authority before commissioning after installation, re-erection or repairs;
- by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance, inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority: Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

#### C3.2.14.6 Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

#### C3.2.14.7 Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

- carbonized oil or other inflammable material which may ignite under working conditions;

- material which may cause corrosion; or
- material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.

### **C3.2.15 PHYSICAL HAZARDS**

#### **C3.2.15.1 Ergonomics**

- Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.
- Prevent injury or any detrimental effects to the health of the worker
- Provide that tasks and working conditions will not lead to impairments.

#### **C3.2.15.2 Noise**

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –

- prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees

work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

- ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of BS and ISO 16032:2004, by an audiometrist approved by the chief inspector;
- keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and
- keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

### C3.2.15.3 Vibration

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration can lead to the development of several disorders.

## C3.2.16 SITE WIDE ELEMENTS

### C3.2.16.1 Site Access and Egress

- Access to the site will involve crossing the public footpath.
- Store materials and plant away from means of access for the general public and occupants.
- Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.
- Maintain free access through designated means of escape at all times
- Agree with the Client / Client's Agent delivery points for materials before commencing works.

### C3.2.16.2 Visitors to the site

- All visitors to report to the Principal Contractor's reception area for OHS Induction training.
- All visitors to sign the visitor's registration document.
- All visitors to be provided with a Visitors Permit to enable them to access the construction site.
- All un-inducted visitors must be accompanied on the construction site by an inducted person.
- No visitors shall be allowed to access the construction site without wearing the necessary PPE.

### C3.2.16.3 Deliveries

Access will involve crossing the public footpath.

### C3.2.16.4 Emergencies

Ensure that there are adequate escape routes and that they are kept clear at all times.

### C3.2.16.5 Location of Temporary Site Accommodation

See Site Lay-out Plan.

### C3.2.16.6 Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site or the works.

#### C3.2.16.7 Traffic and Pedestrian Routes

The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.

#### C3.2.16.8 Environment

See C3.5.

#### C3.2.16.9 Safety

- Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.
- Locate underground electricity cables, mark and take precautions to avoid.
- Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.
- Protect people who may be exposed to health risks arising from hazardous substances.

### C3.2.17 CONTINUING LIAISON

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognised principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

- Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.
- Risk assessments.
- A list of health and/or safety hazards identified which cannot be designed out.
- A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

#### C3.2.17.1 Unforeseen Eventualities

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications.

The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible.

Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent

and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

#### C3.2.17.2 Site Liaison

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

#### C3.2.17.3 Health and Safety File

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

#### C3.2.17.4 Design Development

Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

### C3.2.18 CONCLUSION

The hazards listed above were identified posing potential threats to the health and or safety of persons that will work on the contract. Although every effort were made to ensure that every possible hazard was identified OHSEC cannot guarantee this, therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

### **C3.3 ENVIRONMENTAL MANAGEMENT**

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

#### **C3.3.1 Site Establishment and Method Statements**

The Engineers Representative and Contractor shall discuss, and plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineers Representative prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to the proposed method that could have significant environmental consequences shall be agreed upon with the Engineers Representative first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since portions of construction will occur in a populated rural area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Local residents must be informed of the proposed development and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding lands will carry severe penalties.

#### **C3.3.2 Transport of Materials, Equipment and Staff to Site**

This section covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.
- Equipment lay-down areas and material storage areas must be discussed and agreed to with the neighboring landowners and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.
- All potentially hazardous materials, i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be bunded, with a minimum of sandbags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The split material must then be removed and disposed of in a legally acceptable manner. In the vent of hazardous material spillage and cleanup, a safe disposal certificate will be required. In the event of a spill the Engineer must be notified immediately.
- Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.
- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor

must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

### **C3.3.3 Excavation and Storage**

This section deals with the earthworks to be undertaken during the construction period. The aim of this component is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- Material excavated must be stockpiled in designated storage areas as specified in the Site Establishment Plan. Material excavated must be stockpiled in the following manner.
  - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately
  - The subsoil excavated and stockpiled at prior determined location.
- Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

### **C3.3.4 Construction**

This section deals with the construction and associated activities on the site. The aim of this component is to manage all possible impacts that may arise during the construction.

- All activities for construction e.g. concrete production will be located away from river banks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.
- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

### **C3.3.5 Site Rehabilitation and Re-vegetation**

This section deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.

- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
  - fertilizer - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
    - Rate of Application – 200kg/hectare
  - grass seed mix - *Eragrostis tef* (Teff) (5kg/ha)
    - *Eragrostis curvula* (Weeping lovegrass) (10kg/ha)
    - *Chloris gayana* (Rhodes grass) (10kg/ha)
    - *Digitaria eriantha* (Smuts fingergrass) (5kg/ha)
  - irrigation - 25mm of irrigation per day until 60% ground cover achieved
- The seeding method recommended for re-vegetation is hand broadcasting. No trees or shrubs will be replaced during the re-vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m<sup>2</sup> remaining un-vegetated.

#### **C3.3.6 Working Hours**

The construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor. Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

#### **C3.3.7 Complaints**

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- *Within 24 hours* the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- *Within 7 working days* (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
  - Correct the impacts of the incident;
  - Prevent the incident from causing any further impacts; and
  - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

### **C3.3.8 Compliance with Environmental Specification**

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period;
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non- compliance. The penalty imposed will be per incident.



**Ikhala TVET College**  
**Tender No ITVETC-001/09/2026: Construction of**  
**Four (4) Classroom Block & Changerooms /**  
**Ablutions in Queen Nonesi Campus**

## **PART C4: SITE INFORMATION**

## **C4: SITE INFORMATION**

### **C4.1 INTRODUCTION**

#### **C4.1.1 Disclaimer**

Amongst others, this document sets out the results and conclusions derived from some excavations and tests done on natural materials encountered along and in the general vicinity of the site.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this section of the contract document.

### **C4.2 HYDROLOGICAL INFORMATION**

Seepage can be expected and must be allowed for in the rates for excavation.

### **C4.3 GEOTECHNICAL INFORMATION**

Tenderers must satisfy themselves as to the full nature of the ground and sub-soil conditions and allow for this in their rates.

The provision of data regarding the nature of the ground by the Engineer does not relieve the Contractor of his responsibility in terms of the Joint building contracts committee, to satisfy himself as to the condition on the site and the possible variation there from due to seasonal effects.

### **C4.4 BORROW PIT MATERIAL**

Borrow pits must be identified by Contractor.

### **C4.5 ACCESS TO SITE**

Access to the sites is along existing tar and gravel dirt roads. The contractor must familiarize himself on the available access and allow for it in these tender rates.

### **C4.6 SITE SPECIFIC EIA REQUIREMENTS**

Refer to PS1.8.

#### **C4.7 SITE FACILITIES AVAILABLE**

##### **C4.8.1 Site Camp**

Contractor to make his own arrangements in the area.

The contractor will be responsible for the security and safety of the camp sites.

##### **C4.8.2 Water**

The contractor must make his own arrangements with the municipality for construction and testing water and pay all required fees and tariffs.

##### **C4.8.3 Electricity**

The contractor must make his own arrangements for construction and pay all required fees and tariffs.

#### **C4.8 SITE FACILITIES REQUIRED**

##### **C4.9.1 Site Office**

A site office for the engineer must be provided. The office must include a table, ten chairs, a filing cabinet, air conditioning, toilet facilities, a sink and shaded parking for one car.

##### **C4.9.2 Toilets**

Toilet facilities which comply with the requirements of the Local Municipal Health Department must be provided at the camp site and site of Works.

##### **C4.9.3 Personnel And Survey Equipment**

One worker must at all times be available to assist the Engineer or his representative. Surveying equipment including a level and measuring tapes must also be made available to the Engineer.

##### **C4.9.4 Telephone**

Telephone with facsimile facilities for communication with the site must be made available at the site office.