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Signature.....

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HUMAN SETTLEMENTS

BID PRICE: R100.00

DHS/226/23/MP

TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

ISSUED BY:
Department of Human Settlement
Private bag x 11328

NAME OF BIDDER:
TOTAL PRICE (ALL INCLUSIVE)



MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENTS

TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

DHS/226/23/MP

The Department of Human Settlement Private Bag X11328 Mbombela 1200 Building 7, Government Boulevard Riverside Park, Ext. 2 Mbombela 1200 Contact: Name: Ms. R.S Motsilanyana Telephone: 013 766 6426 Email: rsmotsilanyana@mpg.gov.za	Engineer Company: Zethu Consulting Services Contact: Name: Telephone: 086 110 6521 Cellular: Email: admin@zethucs.com	Principal Agent Company: Zethu Consulting Services Contact: Name: Ms. A. Letsoela Telephone: 086 110 6521 Cellular: 065 823 1411 Email: admin@zethucs.com
Tenderer: CSD Registration No: District Tendered CIDB Registration Number: Total of the prices inclusive of value added tax: R Amount in words:		

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENTS

TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER
BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA
PROVINCE

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENT					
BID NUMBER: DHS/226/23/MP	BID: DHS/226/23/MP	CLOSING DATE:	AS PER TENDER ADVERT	CLOSING TIME:	AS PER TENDER ADVERT
DESCRIPTION	TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALIT, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, 24 Air Street, Malelane, ELUKWATINI, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Ms. A. Letsoela	
TELEPHONE NUMBER			TELEPHONE NUMBER	086 110 6521	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS	admin@zethucs.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [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

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

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

SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

**THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER
BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE
MPUMALANGA PROVINCE**

E1.1 Tender Notice and Invitation to Submit an Expression of Interest

The Employer is: The Department of Human Settlements, Mpumalanga Provincial Government

Where an employer promotes potentially emerging enterprises within a framework of a targeted development Programme as contemplated in terms of the Construction Industry Development Regulations:

It is estimated that tenderers must have a CIDB contractor grading designation of **7GB** or higher (insert one contractor grading designation below estimated contractor grading designation)

Respondents must have a contractor grading designation of **7GB** or higher potentially emerging enterprises who satisfy criteria stated in the submission data may submit expressions of interest.

The physical address for collection of tender documents is the offices of the Supply Chain Management in:

1. MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard, Mbombela, 1200
Telephone number: Mr VS Ngobe (013) 766 6339 or Ms. NN Ndlovu (013) 766 8258
Fax number:(013) 766 8455

2. MALELANE

The Provincial Treasury
24 Air Street
Malelane
Contact Person: Mr. G Sibiya or Ms. DM Thobela: or 013 7900 403
Fax No.: (013) 790 0514

3. SIYABUSWA

Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa, 0472
Contact Person: Mr. Tsepho Ngwatle or Ms Sophie Masanabo
Contact: 013-766 7961 / 62

4. MIDDELBURG

Department of Human Settlements
Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini or Ms Linah Nethononda
Telephone number: (013) 282 8776 / 9151
Fax number: (013) 282 8776

5. ELUKWATINI

Elukwatini Sub Regional offices
Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, 1190
Contact Person: Mr. Z Mkhonza or Ms. TL Khathide: Telephone No: 017 883 1396/7

6. PIET RETIEF

No 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe
Telephone number : (017) 826 1671
Fax No: (017) 826 0577

7. KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12, Computer Centre
Contact Person: Ms TA Sibanyoni: 013-766 4872, Ms Emily Mnguni: 013 766 4873 or TS Mabena: 013 – 766 4875 Fax Number: (013) 947 2250

8. EVANDER

10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280
Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or Ms TV Manana
Telephone Number: (017) 632 1607 or 1540 or 1549
Fax Number: (017) 632 1395

9. BUSHBUCKRIDGE

Bushbuckridge Advice Centre
Department of Finance, Protea building (old Telkom building)
Contact Person: Mr Cecil Tshabangu, Mr Peterson Sithole
Telephone Numbers: 013 799 2125
Fax: (013) 799 0535

Documents may be collected during working hours between 08:00 and 16:00

Please note that while tender documents can be collected at any of the abovementioned satellite offices, tender documents can **ONLY BE SUBMITTED** at the following Supply Chain Management Offices listed below:

MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard, Mbombela, 1200

Telephone number: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258

PIET RETIEF

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe
Telephone number: (017) 826 1671

KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12, Computer Centre
Contact Person: Ms TA Sibanyoni: 013 – 766 4872
Ms. Emily Mnguni: 082 678 6364 or Ms TS Mabena: 013 766 4875

EVANDER

10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280
Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or MS TV Manana
Telephone Number: (017) 632 1607 or 1540 or 1549

BUSHBUCKRIDGE

Bushbuckridge Advice Centre
Department of Finance, Protea building (old Telkom building)
Contact Person: Mr Cecil Tshabangu, Mr Peterson Sithole
Telephone Numbers: 013 799 2125

MIDDELBURG

Department of Human Settlement
Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini or MS Linah Nethononda
Telephone number: (013) 282 8776 / 9151

MALELANE

24 Air Street
Malelane
Contact Person: Mr G Sibiya or Ms DM Thobela: 013 7900 403
Fax No. : (013) 790 0514

Queries relating to the issues of these documents may be addressed to **Mr. T.Mnisi**
Contact No. 013 766 6316 and **Mr. Tapiwa Chota**, Tel No 013 752 4960

F.2.1 The following respondents who are registered with the CIDB for the submission of tenders are eligible to have their submissions evaluated:

- a) those respondents who are registered with the Construction Industry Development Board for submission of tenders, in a contractor grading designation 7GB or higher, and who satisfy the following criteria: **CONSTRUCTION WORK**

Only those respondents who are registered with the Construction Industry Development Board for submission of tenders, in a contractor grading designation of 7GB or higher, are eligible to have their submissions evaluated.

F.2.1 Joint ventures are eligible to have their submissions evaluation provided that:

1. every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders;
2. the lead partner has a contractor grading designation in the 7GB or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required Recognition status.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

SITE INSPECTION & BRIEFING MEETING

Site inspection and briefing meeting is as detailed in the tender advertisement.

- There will be compulsory site briefing session on the 30th October 2023 at Marite Community Hall. Tenderers /Bidders must sign attendance in the name of tendering entity.
- Tenderers/bidders will be considered for evaluation only from those tendering entities appearing on the attendance list.
- Where applicable Addenda will be issued to tenderers/bidders appearing on the attendance register.

The closing time for receipt of tenders is as advertised in the tender document.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. Note that the client is not obliged to accept the lowest or any of the tenders.

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF HUMAN SETTLEMENT**

**THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER
BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE
MPUMALANGA PROVINCE**

E.1.2 Submission Data

(Establishes the rules from the time a call for an expression of interest is advertised to the time a submission is evaluated)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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.

The additional conditions of tender are:

Clause number Tender Data for PROJECT NUMBER – DHS/226/23/MP.

E.1.1 The employer is the **Department of Human Settlements, Mpumalanga Provincial Government.**

E.1.2 The tender documents issued by the employer comprises:

E1.1 Tender notice and invitation to tender

E1.2 Submission data

E2.1 List of returnable documents

E2.2 Returnable schedules

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Adjudicator's appointment

Part 2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule / Bills of Materials / Schedule of Rates

Part 3: Scope of work

C3 Scope of work

Part 4 : Site information

C4 Site information

F.2.1 The following tenderers who are registered with the cidb, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

- b) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **7GB or higher** of construction; and
- a) And those who satisfy the following criteria **Construction Works** (state criteria relevant to employer's targeted development programme).

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **7GB or higher** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7GB or higher** (class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

F.2.7 A compulsory site inspection with representatives of the Employer will take place as advertised in the tender bulletin

An attendance register will be circulated during the site meeting. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

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 one original (i.e. no copies should be submitted).

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer
F2.15.1 package are:

Location of tender box: Physical address: -

MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard, Mbombela, 1200
Telephone number: Mr VS Ngobe (013) 766 6339 or Ms NN Ndlovu (013) 766 8258

PIET RETIEF

No. 11 Measroch Street, Piet Retief Office
Contact Person: Mr Alex Shongwe
Telephone number: (017) 826 1671

KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12, Computer Centre
Contact Person: Ms TA Sibanyoni: 013 – 766 4872
Ms. Emily Mnguni: 082 678 6364 or Ms TS Mabena: 013 766 4875

EVANDER

10 Cornell Road (previously occupied by Evander Home
Affairs Offices), Evander, 2280
Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or MS TV Manana
Telephone Number: (017) 632 1607 or 1540 or 1549

BUSHBUCKRIDGE

Bushbuckridge Advice Centre
 Department of Finance, Protea building (old Telkom building)
 Contact Person: Mr Cecil Tshabangu, Mr Peterson Sithole
 Telephone Numbers: 013 799 2125

MIDDELBURG

Department of Public Works
 Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25
 Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini or MS Linah Nethononda
 Telephone number: (013) 282 8776 / 9151

MALELANE

24 Air Street
 Malelane
 Contact Person: Mr. G Sibiya or Ms. DM Thobela: 013 790 0403
 Fax No.: (013) 790 0514

Identification details:

Project Nr: DHS/226/23/MP

Title: CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

Closing date: As detailed in the tender advertisement

Closing time: As detailed in the tender advertisement

Postal address: Private Bag X 11328, Nelspruit. 1200

- F.2.13 A two-envelope procedure will not be followed
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer is to submit the priced schedule of rates and return the priced schedule with the tender.
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a **valid** Tax Compliance Status (TCS) and PIN issued by the South African Revenue Services.
 Where a tenderer tenders through joint venture formation, such tenderers should include a legal joint venture agreement duly signed by each partner. The parties must submit CIDB certificates in respect of each other.

F.3.4 Tenders will **NOT** be opened immediately after the closing time for tenders at 12h00.

COMPULSORY RETURNABLE SCHEDULES

- CERTIFIED COPIES OF DIRECTORS IDENTITY DOCUMENTS
- QUALIFICATIONS AND COMPETENCE OF KEY PERSONNEL (ATTACH CV AND CERTIFIED COPIES OF PROOF OF NOT OLDER THAN 3 MONTHS)
- VALID CIDB GRADING OF 7 GB OR HIGHER
- COIDA CERTIFICATE
- SIGNED JOINT VENTURE AGREEMENTS IN CASES OF JV'S
- VALID BANK RATING WITH A BANK STAMP
- PROOF OF LOCALITY (MUNICIPAL RATES AND OR LEASE AGREEMENTS)
- ATTENDANCE OF A COMPULSORY BRIEFING SESSION
- LETTERS OF CONSENT FROM APPOINTED PROFESSIONALS UNDERTAKING TO PERFORM THE WORK FOR THE DURATION OF THE CONTRACT.
- SARS PIN ISSUED BY SOUTH AFRICAN REVENUE SERVICE (SARS). (THE BIDDER MUST ENSURE THE TAX STATUS WITH SARS REMAINS COMPLIANT FOR THE DURATION OF THE BID VALIDITY PERIOD). BIDDERS WHO ARE IN A JOINT VENTURE SHOULD SUBMIT INDIVIDUAL TAX SARS PIN CERTIFICATE.
- PROOF OF REGISTRATION WITH CSD

FAILURE TO INCLUDE ALL OF THE REQUIRED ABOVE-MENTIONED DOCUMENTS TOGETHER WITH THE BID AS AT THE BID CLOSURE WILL RESULT IN IMMEDIATE DISQUALIFICATION.

- FAILURE TO ATTEND COMPULSORY SESSION
- FAILURE TO ATTACH ALL THE COMPULSORY RETURNABLE SCHEDULES
- WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE
- UNSIGNED OR NO JV AGREEMENT
- APPROPRIATE CIDB GRADING

INCOMPLETE AND UNSIGNED STANDARD BIDDING DOCUMENTS (SBD'S)

F.3.5 EVALUATION CRITERIA

F.3.5.1

Section	Returnable Schedules for Tender Purposes
a.	Specific Goals Points Allocations: • HDI = 8 Points • Youth = 5 Points • Woman = 5 Points • Disabled Persons = 2 Points
b.	Experience on Completed Similar Scale Projects in the past five (5) years: (Proof of the following must be attached (Appointment Letters and Completion certificates))
c.	Qualification and competence of Key Personnel (Attach CV and certified copies of proof of qualifications). ✓ Site Agent – National Diploma in Built Environment and 5 years of relevant experience post qualification. ✓ Site Foreman – Trade test Certificate and 5 years' experience in Built Environment post qualification or 10 years' experience as a site foreman. ✓ Artisan – Trade test Certificate in Built Environment and 3 years' experience.
d.	Availability of Plant and Equipment ✓ Schedule of Plant and Equipment (Proof of ownership must be attached)/ for hired plant and equipment, a letter of intent to hire must be signed or stamped by the supplier. Basic ✓ 2 Ton truck/ bakkie, compactor, concrete vibrator Above Basic ✓ Front loader and TLB
e	Locality
f.	Bank Rating

NB: Failure of the bidder to attach any of the above-mentioned supporting documents will result in zero points allocation during the evaluation process for section A to F.

Each bid shall comprise a clearly indicated proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached Yes/ No
a.	Compulsory Enterprise Questionnaire	
b.	Certificate of Authority for Signatory.	
c.	Record of Addenda to Tender Documents (where applicable).	
d.	Fully completed Bill of Quantities (BoQ) / Pricing Schedule.	
e.	Fully completed and signed Form of Offer	
f.	Fully completed original tender document.	

F.3.5.2	g.	If the bidder is a joint venture /consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
	h.	Fully completed Standard Bidding documents (SBD 1, SBD 4, SBD 6.1, SBD 6.2).	
	i.	Copy of valid COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction, FEM or any other legally recognized authority.	
	j.	Copy of contractor Registration for Incorporation or of Company Registration Document.	
	k.	Shareholders' Agreements/ Share Certificates/ Memorandum of Association for companies.	
	l.	Certified copies of Identity Documents of owners/ directors / partners / shareholders of the Business not older than 3 months as at the closing date of the bid.	
	m.	Proof of registration with National Treasury's Central Suppliers Database (CSD)	

NB:

- ✓ Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

EVALUATION PROCESS

The BEC members shall individually evaluate the responses received and /or presentations made against the following criteria. The applicable points to be applied for functionality evaluation are as follows:

No.	Criteria	Description	Total score
1	Bidder's (Company) Experience A company's experience in the construction of taxi ranks with the following proof and contactable references: - ▪ Appointment letters; ▪ Completion certificates or copies of contracts	The points will be allocated as follows: 1. Above 6 years – 20 pts 2. 3 to 6 years – 10 pts 3. 1 to 2 years – 5 pts	20
2	Value of previous work undertaken The value of project(s) completed mainly building works and other general building works. The following proof is required: - ▪ Proof of appointment letters indicating the value of the project; ▪ Completion certificate; ▪ Copies of contract	The points will be allocated as follows (per project): 1. For general building works other than home building; A. Above R20 m – 20 pts B. R5m to R10m – 10pts D. Less than R5m – 5 pts	20
3	Key staff and their relevant skills The following key staff should form part of the bidder's core team: - Key Staff • Site Agent – National Diploma in built environment and 5 years of relevant experience post qualification. • Site Foreman – Trade test Certificate in build environment and 5 years' experience in built	The points will be allocated as follows: • 10 - Either 1 of key staff (Site agent, Foreman or Artisan) • 15- Combination of any 2 key staff (Site agent, Foreman or Artisan) • 20- All of the 3 key staff (Site agent, Foreman and Artisan)	20

F.3.5.3

	environment post qualification or 10 years' experience as a site foreman		
	Artisan – Trade test Certificate in built environment and 3 years' experience.		
4	Bank Rating Issued with a stamp from a reputable bank (bank recognised by RSA government.)	The points will be allocated as follows: 1. A & B grading – 10 pts 2. C grading – 8 pts 3. D grading – 5 pts 4. E grading and below – 0 pts	10
5	Availability of Plant, Material and Equipment – Points are allocated for the availability of key required plant and equipment for the project in consideration. Basic 2 Ton truck/ bakkie, compactor and concrete vibrator Above Basic Front loader and TLB, compactor	10 – Basic equipment 15 - Above basic equipment 20 – Combination of basic and above basic equipment	10
6	Locality This is in respect to the area where the company's head office or main address is located, .e.g. local municipality within a District	1. District – 10 points 2. Mpumalanga Province – 6 points 3. National (RSA) – 3 points	10
Grand Total			100

Criteria and minimum threshold of **70** points. All bidders who scored the minimum threshold of **70** points or above shall be evaluated further for Price and Preference Points. Bids/proposals that score less than the minimum threshold of **70** points for functionality shall not be evaluated further.

EVALUATION METHODOLOGY

The Bid Evaluation Committee (BEC) on the following basis shall conduct the evaluation as follows:

Functionality	100
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Points for Price and Specific goals

Price	80
Specific Goals	20

PRICE

Only qualifying bids shall be evaluated further in terms of the 90/10 preference points system, 90 points will be only for the price. A maximum of 90 points is allocated for price on the following basis:

80/20

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

F.3.6.

Where

F.3.6.1

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

SPECIFIC GOALS

A maximum of **20** points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above mentioned regulations.

Bidders are required to submit evidence by which Preference points can be claimed based on the Specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

SPECIFIC GOALS	MAXIMUM PREFERENCE POINTS ALLOCATED
HDI	8
YOUTH	5
WOMEN	5
DISABLED PERSONS	2
TOTAL	20 POINTS

F.3.6.2

F.3.7 TECHNICAL SPECIFICATION

F.3.7.1 Overview of the works

The project comprises of the construction of a Taxi Rank in Ximhungwe, under Bushbuckridge Local Municipality, Ehlanzeni District of Mpumalanga Province, in accordance with the drawings and specifications that will be provided to the contractor.

F.3.7.2 Extent of the works

- Construction of Taxi Rank Shelter.
- Construction of Refuse Area
- Construction of Stalls x12
- External Works
- Electrical Works
- Mechanical Works

LABOUR RATES

Bidders are to note the following

Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted labour.

The set rates of pay shall not be lower than as recommended in the Government Gazette.

Note: Bidders are to refer to the latest Government Gazette for the full intent and purpose of the Task grade and the minimum wage rate.

NOTE:

a) Should it be discovered that false information has been provided the tender (offer) shall be invalidated

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession a **valid** Tax Compliance Status (TCS) and PIN issued by the South African Revenue Services.
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Supplier Questionnaire - Contractors 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.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

NOTE:

1. PERFORMANCE GUARANTEE REQUIREMENT

The Mpumalanga Provincial Government has resolved to waive the requirement for a Performance Guarantee for all Projects / Contracts for monetary values ranging from R0.1 up to R5.0 million.

2. The requirement for an up-front payment of a Performance Guarantee shall remain applicable for Projects Construction Contracts whose monetary values exceed R5.0 million.

Contract Value	% of Guarantee Value required
Over R5.0 million up to R6.0 million	6 %
Over R6.0 million up to R7.0 million	7 %
Over R7.0 million up to R8.0 million	8 %
Over R8.0 million up to R9.0 million	9 %
From R9.01 million and above	10 %

3. RETENTION

The Mpumalanga Provincial Government has further resolved that the deduction of retention monies from progress payment should remain in place as a security against any defaulters or in lieu of poor workmanship:

3.1 BUILDING CONTRACTS IN GENERAL

10% Retention shall be deducted on any progress payment certificate, until the practical completion of the project, then 5% of the retention money will be released. The balance of the retention money shall be released at the expiry date of the retention period, which is normally a three-month period.

Annex: Standard Conditions of Tender

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardization and uniformity in construction contracts documentation, practices and procedures.

2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

- 2.1 Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.2 Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.3 Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.4 Conditions of Contract for Design Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.5 General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.
- 2.6 JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.
- 2.7 JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.
- 2.8 NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineering.

- 2.9 NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.
- 2.10 Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.11 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).
- 2.12 South African Bureau of Standards, SANS 10845-1, Construction Procurement – Part 1: Processes, methods and procedures.
- 2.13 South African Bureau of Standards, SANS 10845-2, Construction Procurement – Part 2: Formatting and compilation of procurement documentation.
- 2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement – Part 3: Standard conditions of tender.
- 2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement – Part 4: Standard conditions for the calling for expressions of interest.

3. Definitions

For purposes of the standard, the following definitions apply:

- 3.1 **black people** means Africans, Coloured and Indians -
 - (a) who are citizens of the Republic of South Africa by birth or descent; or
 - (b) who became citizens of the Republic of South Africa by naturalisation
 - (i) before 27 April 1994; or
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
- 3.2 **capability** means the abilities necessary to perform at the required level;
- 3.2 **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;
- 3.3 **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfil his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;
- 3.4 **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;
- 3.5 **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data,
- 3.6 **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;
- 3.7 **development and construct** mean contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;
- 3.8 **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;

- 3.9 **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;
- 3.10 **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;
- 3.11 **financial offer** means the cost of the procurement in monetary terms;
- 3.12 **form of offer and acceptance** means the document that formalize the legal process of offer and acceptance;
- 3.13 **functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;
- 3.14 **invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;
- 3.15 **list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;
- 3.16 **management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;
- 3.17 **notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;
- 3.18 **potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;
- 3.19 **preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;
- 3.20 **pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;
- 3.21 **quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;
- 3.22 **scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;
- 3.23 **services contract** means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;
- 3.24 **site information** means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;

- 3.25 **submission data** means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;
- 3.26 **term contract** means a contract that enables the employer to order work during a prescribed period at agreed rate;
- 3.27 **tender data** means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offer;
- 3.28 **tenderer** means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;
- 3.29 **tender notice** means a formal communication to tenderers to submit competitive tenders;
- 3.30 **tender offer** means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;
- 3.31 **threshold** means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

4. Requirements

4.1 General

Procurement of construction works shall be undertaken in accordance with:

- a) The provisions of legislation regulating procurement.
- b) The cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

4.2 Solicitation of tender offers

4.2.1 General

- 4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.
- 4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.
- 4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interest of the employer.
- 4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.
- 4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

4.2.2 Activities associated with the solicitation of tender offers.

4.2.2.1 Preparation of procurement documents

- a) Procurement documents for engineering and construction works contract shall in general:
 - i) Require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
 - ii) Set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
 - iii) Define the risks, liabilities and contractual obligations of the parties to the contract;
 - iv) Define the nature and quality of construction works to be provided in the performance of the contract

Table 1: Standard Procurement Procedures and Tender Evaluation Methods

Procedure		Description
PP1	Negotiation procedure	A tender offer is solicited from a single tenderer.
PP2	Competitive selection procedure	Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points.
	PP2A Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
	PP2B Open procedure	Tenderers must submit tenderer offers in response to an advertisement by the employer to do so.
	PP2C Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
	PP2D Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
	PP2E Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
	PP2F Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
PP3	PP2G Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three source. The goods are purchased from the source providing the lowest price once it is confirmed in writing.
	Competitive negotiation procedure	A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
	PP3A Restricted competitive negotiations	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to

			do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
	PP3B	Open competitive negotiations	Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

Table 2: Standard methods for procuring different categories of engineering and construction works contracts.

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction work	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system. PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements.
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	PP3A Restricted Competitive Negotiation Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and management all post contract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for evaluation tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

- a) Shall ensure equal treatment of all tenderers and not provide relative to the negotiations in a discriminatory manner which may give some tenders an advantage over others;

- b) May provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
 - c) May not reveal to the other participant's solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
 - d) May request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:
 - i) Involve changes to the basic features of the tender process or the tender data; or
 - ii) Alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and
 - e) Shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.
- 4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

4.4.3 Contract Data

- 4.4.3.1 The contract data in respect of prime or main contract must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:
- a) Engineering and Construction Works Contract –
 - i) General Conditions of Contract for Construction Works (GCC);
 - ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC / Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
 - iii) JBCC Series 2000 Principal Building Agreement; or
 - iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.
- 4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.
- 4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12,5%, and shall be stated in the contract data.
- 4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree, include one or more of the following:
- a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No. 52 of 1998 or Short-Term Insurance Act No. 53 of 1998) or a bank duly registered in terms of the Banks Act No. 94 of 1990; or
 - b) A cash deposit paid in the name of employer; or
 - c) A payment reduction against payment certificates; or
 - d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

4.4.4 Submission Data

4.4.4.1 The submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Regulations, 2017 (as amended).

4.4.6 Scope of Work

4.4.6.1 The scope of work shall, wherever possible be:

- a) Described in terms of performance rather than the design or descriptive characteristics, and
- b) Based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interest's in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest means** any situation in which:
 - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which effect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to tender

into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

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

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

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

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to clarification

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify it to all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

C3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

C.3.9 Arithmetical errors

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

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

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

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

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

- a) If a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information
Equitable	Terms and conditions for performing the work to do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost Effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) Has the legal capacity to enter into the contract;
- d) Is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) Complies with the legal requirements, if any, stated in the tender data; and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14. Prepare contract documents

C3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer
- d) complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex D

Standard Conditions of Tender

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions of calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interest's in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;

- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

D.1.4 Communication and employer's agent

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

D.2 Respondent's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

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

D.2.7 Making a submission

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages making the packages as "ORIGINAL" AND "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

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

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the Submission Data. If, as a result, a respondent applies for an extension to the closing time stated in the Submission Data, the Employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

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

Annex: Standard Conditions of Tender

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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E.1.2

Part E1: Submission procedures

Submission Data

DHS/226/23/MP CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

N /A

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supplies identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

F.2.13.5 Seal the original of the tender offer, marking the package "ORIGINAL". The outside of the envelope should state the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

F.3.9 Arithmetical errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14. Prepare contract documents

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the

schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.16 Complete adjudicator's contract

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

F.3.17 Provide copies of the contracts

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

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENTS

TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

Site inspection and briefing meeting is as detailed in the tender advertisement.

- There will be compulsory site briefing session. Tenderers /Bidders must sign attendance in the name of tendering entity.
- Tenderers/bidders will be considered for evaluation only from those tendering entities appearing on the attendance list.
- Where applicable Addenda will be issued to tenderers/bidders appearing on the attendance register.

NB: Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

Note: Contractor must be registered on Central Supplier Database

Note: This project is classified as complex.

2. Other documents required only for tender evaluation purposes

- Priced Schedule of Rates

3. The offer portion of the E1.1 Offer and Acceptance

4. C1.2 Contract Data (Part 2)

Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory briefing meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity: Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

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

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

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CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.

2. **Date:**

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

Note: *This certificate is to be completed and signed by all the key members upon whom rests*

the direction of the affairs of the Close Corporation as a whole.

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of , to sign all documents
in connection with the tender for Contract No 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 partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) 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 for Contract No and any contract
resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are jointly and
severally responsible to the client.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment owned by me / us and immediately available for this contract.

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE.....

TRADE REFERENCES

The following is a statement of traceable, current trade references (suppliers and/or plant hire):

[illegible]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE.....

EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves (at least 3 (three) TRACEABLE references required):

[illegible]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE.....

PROPOSED SUBCONTRACTORS (MANDATORY) (See clauses A2 to A4 in the Contract Data)

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. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE.....

JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is my / our duly signed, notarised Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

**CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

TENDERER'S FINANCIAL STANDING

Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

Name of account holder :

Name of Bank: Branch:

(i) Account number:

(ii) Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank:

Failure to provide either the required certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE.....

VALID VAT CERTIFICATE (where applicable)

Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

TAX CLEARANCE CERTIFICATE

South African Revenue services (SARS) has implemented a new tax compliance status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of electronic access PIN or through the use of tax clearance Certificate obtained from the new TCS system

Bidders are required to provide the following to the department in order to verify their tax compliance status:

Tax reference number.....

Tax Compliance Status & TCS number.....

And PIN.....

.....

.....

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

DATE

.....
INCUMBENT IDENTITY NUMBER

COPY OF COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with COIDA.

CIDB REGISTRATION

Attached hereto is my / our registration number with the Construction Industry Development Board. My / our failure to submit the registration number with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information on registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for your information.

CONTRACTOR'S PROOF OF DISABILITY

Attached hereto is my / our proof of disability to support preference claimed for disability equity ownership. My failure to submit the proof with my / our tender document will lead to the conclusion that I am / we do not qualify for the preference points claimed for disability equity ownership.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE:.....

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....

SIGNED BY:

CONTRACTOR: DATE:

IDENTITY NUMBER.....

CLIENT: DATE:

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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**

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....

.....

Signature

Date

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Position

.....
Name of bidder

SBD 6.1

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 80/20 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
Total points for Price and SPECIFIC GOALS	100

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:

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
--------------	-----------	--------------

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	8			
Youth	5			
Women	5			
Disabled Persons	2			
TOTAL	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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:	

C1.2
on Schedules
MUNICIPALITY,

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

C1.1 Form of Offer and Acceptance

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 – 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual # 1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

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

**DHS/226/23/MP – THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY,
EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE.**

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

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

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

..... Rand (in words)

R (in figures) (or other suitable wording)

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

Signature(s)		Date	
Name(s)		Identity number	
Capacity			
For the tenderer			
	Name and address of tenderer)		
Name and signature of witness		Date	

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed 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 parties¹.

Signature(s)		Date	
Name(s)		Identity Number	
Capacity			
For the Employer	Department of Human Settlement Building 7, Government Boulevard Riverside Park Nelspruit 1200		
Name and signature of witness		Date	

¹ As an alternative the following wording may be used:
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-courier 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/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Schedule of Deviations

Notes:

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

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

By the duly authorized 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.

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.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

C1.2 Contract Data for Contract number DHS/226/23/MP

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause Additions, deletions and alterations

- 1.1 ADD the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a mis-presentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or email. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5

3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

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

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”.

4.3 No clause

5.1 Alter to read as follows: the **employer** shall retain its authority and not give a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

5.3 Alter To read as follows: The principal Agent shall Not have authority to bind the employer

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

Damage to the works

(a) Without any way limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

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

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

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

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

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

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

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such

precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

14.0 Replace Clause 14.0 subclasses with "Security shall be applied as per treasury regulations"

15.1.3 Add 15.1.3 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

16.4 Delete clause 16.4

20.0 Alter clause 20.0 to read as following: "The principal agent shall assist the employer to "

20.1.3 No clause.

- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 29 Clause 29.0 is amended by: -
- i) The addition of the following clauses: -
- Clause 29.9
“Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed program for the works is delayed.”
- ii) Clause 29.10 – Acceleration
- Clause 29.10.1
Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.
- Clause 29.10.2
Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.
- Clause 29.10.3
The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.
- 32.5.1 Add the following to the end of each of these clauses: “... due to no fault of the **contractor**.”
- 34.10 Replace “seven (7) **calendar days**” with “thirty (30) **calendar days**”
- 34.13 Replace “seven (7) **calendar days**” with “twenty-one (21) **calendar days**”
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	A1.0 Labour intensive component of the works A1.1 Payment of labor-intensive component of the works. Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. A1.2 Applicable labour laws The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 1 Introduction 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP. 1.2 In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked. 2 Terms of Work 2.1 Workers on a SPWP are employed on a temporary basis.

	2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP. 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966. 3 Normal Hours of Work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. 4 Meal Breaks 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks. 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal breaks. 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. 5 Special Conditions for Security Guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. 6 Daily Rest Period Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. 7 Weekly Rest Period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be
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	performed by workers during their ordinary hours of work (“emergency work”). 8 Work on Sundays and Public Holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker’s daily task rate, if the worker works for less than four hours; (b) double the worker’s daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday 9 Sick Leave 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days’ sick leave in a year. 9.4 Accumulated sick-leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave. 9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave. 9.7 An employer must pay a worker sick pay on the worker’s usual payday. 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.1 A worker is not entitled to paid sick leave for a work-related injury or
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	occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. 10 Maternity Leave 10.1 A worker may take up to four consecutive months' unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave. 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. 10.5 A worker may begin maternity leave – (a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. 10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended. 11 Family responsibility leave 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances - (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. 12 Statement of Conditions
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	12.1 An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement. 12.3 An employer must supply each worker with a copy of these conditions of employment. 13 Keeping records 13.1 Every employer must keep a written record of at least the following – (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP. 14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing –
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	(a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. 15 Deductions 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. 16 Health and Safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager. 17 Compensation for Injuries and Diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation
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	for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. 18 Termination 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination. 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 4-month period. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 4-month period. 19 Certificate of Service (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0 Expanded Public Works Program A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects

	under the EPWP and as stipulated in this Contract.
A3	A3.0 Mandatory Training A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.

Part 1: Contract Data Completed by the Employer

Clause Item and data

- 1.2 The Employer is the Department of Human Settlement, Mpumalanga Provincial Government
- The address of the Employer is: Rhino Building, Government Boulevard, Riverside Park, Nelspruit 1200
Contact name: Ms. M. Thobela
Address (postal)
- 5.1 The Principal Agent is: Zethu Consulting Services
- Telephone: 086 110 6521
Address (physical): 9 De Villiers Street, Sonpark, Sonheuwel, Nelspruit, Mpumalanga, 1200
- 5.2 Agent (3) is
- Agent's service
- Telephone
- Address (physical):
- Address (postal):
- 5.3 Agent (4) is
- Agent's service
- Telephone
- Address (physical):
- Address (postal):

5.4 Agent (5) is
Agent's service
Telephone
Address (physical):
Address (postal):

1.1 **The Works comprise of CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE**

1.1 The **Works** or installations to be undertaken by **direct contractors** comprises.

22.2 NONE

41.0 The Employer is an organ of **State**

31.11.2

11.2 • 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.

31.4.2 • Lateral support insurance is to be affected by the **contractor**

26.1.2 • Payment will be made for materials and goods

• Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE

15.2.1 Possession of the **site** is to be given on a date within 24 hours after notification of the contractor to commence general maintenance work, providing the **employer has been furnished** with **construction guarantees** in accordance with the provisions of 14.0.

15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.

If the deadline for possession of site and / or commencement of the works is not complied with, the Employer will assign another contractor to the project without prior notification to the defaulting contractor.

For the **works** as a whole: **Contract Period – 10 MONTHS**

The date for **practical completion** is to be agreed prior to possession of the site.

The **penalty** per **calendar day** is 0.05% of the contract value

or

~~The date for practical completion and the penalty per calendar day is as follows:~~

Section	Date	Penalty Amount
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Section 1

Section 2

Section 3

- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 Contract insurance is to be affected by the **contractor**.
and 12.1
- 10.1 Contract works insurance is to be affected by the **contractor** for a sum not less than the
10.2 **contract sum** plus 10% with a deductible in an amount that the **contractor** deems
12.1 appropriate.
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy
10.2 for Special Risks issued by the South African Special Risk Insurance Association.
12.1
- 11.1, 12.1 Public liability insurance to be affected by the **contractor** for an amount of
R10,000,000.00 with a deductible in an amount as determined by the contractor's
insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE**
with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, A waiver of the **contractor's** lien or right of continuing possession is not required.
31.16.2
- 3.7 Three copies of the construction document are to be supplied to the **contractor** free of
charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is / **is not** to be adjusted using the Contract Price Adjustment
Provisions (CPAP) indices published by the Joint Building Contracts Committee
- 14.5 The employer will not provide advanced payments against an advanced payment
guarantee.

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	The name of the Contractor is. The address of the contractor is: Telephone: Facsimile: Address (physical): Address (postal):

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

**TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN
XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI
DISTRICT IN THE MPUMALANGA PROVINCE**

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means	
Physical address	
	
Guarantor's signatory 1	 Capacity
Guarantor's signatory 1	 Capacity
Employer means	The Department of Human Settlement, Mpumalanga Provincial Government
Contractor means	
Agent means	
Works means	DHS/226/23/MP – THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE .
Site means	BUSHBUCKRIDGE LOCAL MUNICIPALITY, EHLANZENI DISTRICT OF MPUMALANGA PROVINCE
Agreement means	The JBCC Series 2000 Principal Agreement
Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT	
Amount in figures	R
Amount in words	 (Rand)
Guaranteed Sum means the maximum aggregate amount of R	
Amount in words	 (Rand)

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.2 Its obligation under this Guarantee is restricted to the payment of money.

- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation;
or

- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and

- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Guarantor's seal or stamp

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

**TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN
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DISTRICT IN THE MPUMALANGA PROVINCE**

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

(name of company / organization)

of (address) and

. (name of company /
organisation)

of (address)

(the Parties) and (name)

of (address)

(the Adjudicator).

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

and these disputes or differences shall be/have been* referred to adjudication in accordance with the
JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has
been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____

Name: _____

Id: _____

who warrants that he / she is
duly authorised to sign for and
on behalf of the first Party in the
presence of

Witness _____

Name: _____

Address: _____

Date: _____

SIGNED by: _____

Name: _____

Id: _____

who warrants that he / she is
duly authorised to sign for and
behalf of the second Party in
the presence of

Witness: _____

Name _____

Address: _____

Date: _____

SIGNED by: _____

Name: _____

Id: _____

the Adjudicator in the presence
of

Witness: _____

Name: _____

Address: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

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C2.1 Pricing Assumptions

(Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts).

- | | |
|---|---|
| 1 | The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005). |
| 2 | The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0 (reprint 1), July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited. |
| 3 | Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 5.0 (reprint 1), July 2007. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited. |
| 4 | It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards). |
| 5 | The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and |

	for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of total payment and payment for additional work that may have to be carried out.
6	The drawings listed in the Scope of Works and used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted with the written approval of the Employer's representative.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed. Note that the quantities in the schedule of rates are nominal quantities. Actual quantities will be measured by the employer's quantity surveyor per specific building when it is identified for general maintenance work.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. However, this is to be avoided and all items in the bill of quantities / schedule of rates must be priced. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities are not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities is at the Contractor's risk.
14	The 'Value Related' amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities / Schedule of Rates: a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labor-intensive methods, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself/herself as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements.

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C2.2 Activity Schedule / Bills of Quantities

Item No	Quantity	Rate	Amount
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (May 2005 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable" Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence			
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Section 1 - Preliminaries			
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PREAMBLES FOR TRADES

The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained

Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles

GENERAL

If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories "**F**", "**T**" or "**V**" as the case may be below such item, where "**F**" denotes a fixed amount (amount not to be varied), "**T**" denotes an amount variable in proportion to time and "**V**" denotes an amount variable in proportion to value

SECTION A - PRINCIPAL BUILDING AGREEMENT

Definitions (A1)

- | | | |
|---|--|------|
| 1 | Definitions and interpretation (clause
1)F:..... V:.....
T:..... | Item |
|---|--|------|

Objective and Preparation (A2 to A14)

- | | | |
|---|--|------|
| 2 | Offer acceptance and performance (clause
2)F:..... V:.....
T:..... | Item |
|---|--|------|

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Section 1 - Preliminaries

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

3	Documents (clause 3)F:..... V:..... T:.....	Item		
4	Design responsibility (clause 4)F:..... V:..... T:.....	Item		
5	Employer's agents (clause 5)F:..... V:..... T:.....	Item		
	The principal agent shall: - monitor and control progress and scheduling - monitor all contract conditions, and - coordinate the efforts of the employer's agents, the contractor and subcontractors The powers conferred on the principal agent in terms of this clause and/or the exercising of these powers shall not be construed as removing or diminishing any of the obligations of the Contractor in terms of the Principal Building Agreement, whether financial, contractual or otherwise, nor shall the exercising of these powers create any privity of contract as between the Employer or his agents on the one part and the Contractor or subcontractors or suppliers on the other part The principal agent reserves the right to attend and participate in all contractor/subcontractor's meetings, to invite other employer's agents to attend such meetings at his discretion and to converse and chair any such meetings if the contractor is derelict in his duty in arranging such meetings to the degree of frequency and comprehensiveness dictated in the opinion of the project manager by the circumstances and exigencies of the construction process			
6	Site representative (clause 6)F:..... V:..... T:.....	Item		
7	Compliance with regulations (clause 7)F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section 1 - Preliminaries				
Zethu Consulting Services				

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

8	Works risk (clause 8) F:..... V:..... T:.....	Item		
9	Indemnities (clause 9)F:..... V:..... T:.....	Item		
10	Works insurances (clause 10) F:..... V:..... T:.....	Item		
11	Liability insurances (clause 11)F:..... V:..... T:.....	Item		
12	Effecting insurance (clause 12)F:..... V:..... T:.....	Item		
13	NO CLAUSE	N/A		
14	Security (clause 14)F:..... V:..... T:.....	Item		
<u>Execution (A15-A23)</u>				
15	Preparation for and execution of the works (clause 15) F:..... V:..... T:.....	Item		
16	Access to the works (clause 16)F:..... V:..... T:.....	Item		
17	Contract instructions (clause 17)F:..... V:..... T:.....	Item		
18	Setting out of the works (clause 18)F:..... V:..... T:..... The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments	Item		
Carried to Collection			R	
Section 1 - Preliminaries				
Zethu Consulting Services				

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

19	Assignment (clause 19)F:..... V:..... T:..... The contractor shall not cede his rights or delegate his obligations in terms of this agreement unless specifically called for by the employer	Item		
20	Nominated subcontractors (clause 20)F:..... V:..... T:.....	Item		
21	Selected subcontractors (clause 21)F:..... V:..... T:..... Written proof is required from subcontract tenderers at tendering that they can meet the JBCC Selected Subcontract Agreement or other tender agreements and provide security in terms of the agreement. If the above is not provided the tender may not be accepted All amounts allowed under Provisional Amounts are intended to be awarded to Selected Subcontractors	Item		
22	Employer's Direct Contractors (clause 22) F:..... V:..... T:.....	Item		
23	Contractor's Domestic Sub-Contractors (Clause 23) F:..... V:..... T:.....	Item		
<u>Completion (A24-A30)</u>				
24	Practical completion (clause 24)F:..... V:..... T:.....	Item		
25	Works completion (clause 25)F:..... V:..... T:.....	Item		
26	Final completion (clause 26)F:..... V:..... T:.....	Item		
27	Latent defects liability period (clause 27)F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section 1 - Preliminaries				
Zethu Consulting Services				

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

28	Sectional completion (clause 28)F:..... V:..... T:.....	Item	
29	Revision of date of practical completion (clause 29)F:..... V:..... T:.....	Item	
	The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract sum (clause 29.3)		
30	Penalty for non-completion (clause 30)F:..... V:..... T:.....	Item	
	Payment (A31 - A35)		
31	Interim payment to the contractor (clause 31)F:..... V:..... T:.....	Item	
32	Adjustment to the contract value (clause 32)F:..... V:..... T:.....	Item	
	Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing		
33	Recovery of expense and loss (clause 33)F:..... V:..... T:.....	Item	
34	Final account and final payment (clause 34)F:..... V:..... T:.....	Item	
	Carried to Collection		R
	Section 1 - Preliminaries		
	Zethu Consulting Services		

	The employer shall not pay any interest on amounts payable to the contractor for one hundred and forty two (142) days after the date of issue of the certificate of practical completion The employer shall, however, pay interest to the contractor at the rate stipulated in clause 34.11 on any amounts payable to the contractor more than one hundred and forty two (142) days after the date of issue of the certificate of practical completion but only for such period as the settlement of the final account is delayed by the non-performance of the principal agent or the employer or his agents. In evaluating non-performance for purposes of this clause a reasonable time shall be allowed to the employer or his agents to respond to any matter brought to his/their attention and which may affect the settlement of the final account			
35	Payment to other parties (clause 35) F:..... V:..... T:.....		Item	
	<u>Cancellation (A36-A39)</u>			
36	Cancellation by employer - contractor's default (clause 36)F:..... V:..... T:.....		Item	
37	Cancellation by employer - loss and damage (clause 37)F:..... V:..... T:.....		Item	
38	Cancellation by contractor - employer's default (clause 38)F:..... V:..... T:.....		Item	
39	Cancellation - cessation of the works (clause 39)F:..... V:..... T:.....		Item	
	<u>Dispute (A40)</u>			
40	Dispute Settlement (clause 40) F:..... V:..... T:.....		Item	
	Carried to Collection			R
	Section 1 - Preliminaries			
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41	<u>Substitute Provisions (A41)</u> State clauses (Clause 41) F:..... V:..... T:..... Information necessary for the completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder <u>THE SCHEDULE</u> Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder	Item		
42	Pre-tender information (clause 42) F:..... V:..... T:..... <u>42.1 CONTRACTING AND OTHER PARTIES</u> 42.1.1 Employer: Department of Human Settlements Postal address:Private Bag X11304 Nelspruit, 1200 Tel :013-766 0000 Fax: 013-766 8441 Physical Address: Building no 6 Goverment Complex Riverside Nelspruit 1200	Item		
	Carried to Collection Section 1 - Preliminaries Zethu Consulting Services		R	

[illegible]

42.2.4 This agreement is for a government contract where there are specific options that are applicable to a **State** organ only

42.2.5 Date on which possession of the site is intended to be given:

T.B.A

42.2.6 Period for the commencement of the works after the contractor takes possession of the site

1 *working days*

42.2.7 For the works **as a whole**. Intended date of practical completion and the penalty per calendar day

TBA months after contractual commencement date

Date

Penalty Amount

is 4c Per R100 of the Contract Amount per day

42.2.8 For the works in **sections:** Intended date of practical completion and the penalty per calendar day

	Section 1
N/A	<i>Date</i>
N/A	<i>Penalty Amount</i>

42.2.9 The **law** applicable to this **agreement** shall be that of

South Africa (country)

Section 1 - Preliminaries

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R

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by:

Contractor:

For the Sum of R Contract Sum + 20%

With a deductible of - to be determined by the contractor

42.3.2 Supplementary insurance is required

No

42.3.3 Public liability insurance to be effected by:

Contractor:

For the Sum of R2,000,000.00

With a deductible of - to be determined by the contractor

42.4 DOCUMENTS

42.4.1 Waivers of **contractors lien** or right of continuing possession is required

Yes

42.4.2 Number of construction document copies to be supplied to the **contractor** free of charge:

3 Number of

42.4.3 **Bills of Quantities/Lump sum document** schedule of rates drawn up in accordance with:

"Standard System of Measuring Builders' Work"

42.4.4 On acceptance of the tender the bills of quantities/lump sum document is to be submitted within **working days**

The priced bills of quantities must be handed in with the tender

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Section 1 - Preliminaries

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42.4.5 JBCC Engineering General Conditions are to be included in the **contract documents**:

No

42.4.6 The contract value is to be adjusted using escalation adjustment indices

TBA

Where **JBCC CPAP** is to be used

Base Month

42.4.7 Details of changes made to the provision of JBCC standard documentation:

The base month for escalation will be as stated in this document.

SECTION B: PRELIMINARIES

Definitions and interpretation (B1)

43 Definition and interpretation (B1.1 - B1.4.6)

F:..... V:.....
T:.....

Item

Documents (B2)

44 Checking of documents (B2.1)F:.....
V:..... T:.....

Item

45 Provisional bills of quantities (B2.2)F:.....
V:..... T:.....

N/A

46 Availability of construction documentation (B2.3)

F:..... V:.....
T:.....

Item

47 Interests of agents (B2.4)F:.....
V:..... T:.....

Item

48 Priced documents (B2.5)F:.....
V:..... T:.....

Item

Carried to Collection

R

Section 1 - Preliminaries

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

49	Tender submission (B2.6)F:..... V:..... T:.....	Item
	The site (B3)	
50	Defined works area (B3.1)F:..... V:..... T:.....	Item
51	Geotechnical investigation (B3.2)F:..... V:..... T:.....	Item
52	Inspection of the site (B3.3)F:..... V:..... T:.....	Item
	Existing premises occupied (B3.4)F:..... V:..... T:.....	
	Previous work - dimensional accuracy (B3.5)F:..... V:..... T:.....	
	Previous work - defects (B3.6)F:..... V:..... T:.....	
53	Services - known (B3.7)F:..... V:..... T:.....	Item
54	Services - unknown (B3.8)F:..... V:..... T:.....	Item
55	Protection of trees etc (B3.9)F:..... V:..... T:.....	Item
56	Articles of value (B3.10)F:..... V:..... T:.....	Item
57	Inspection of adjoining properties etc (B3.11)F:..... V:..... T:.....	Item
	Management of contract (B4)	
58	Management of the works (B4.1) F:..... V:..... T:	Item
	Carried to Collection	R
	Section 1 - Preliminaries	
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59	Programme for the works (B4.2) F:..... V:..... T:.....	Item	
60	Progress meetings (B4.3)F:..... V:..... T:.....	Item	
61	Technical meetings (B4.4)F:..... V:..... T:.....	Item	
62	Labour and Plant records (B4.5) F:..... V:..... T:.....	Item	
<u>Samples, Shop Drawings and Manufacturer's Instructions (B5)</u>			
63	Samples of materials (B5.1)F:..... V:..... T:.....	Item	
64	Workmanship samples (B5.2)F:..... V:..... T:.....	Item	
65	Shop drawings (B5.3) F:..... V:..... T:.....	Item	
66	Compliance with Manufacturer's Instructions (B5.4) F:..... V:..... T:.....	Item	
<u>Temporary works and plant (B6)</u>			
67	Deposits and fees (B6.1)F:..... V:..... T:.....	Item	
68	Enclosure of the works (B6.2)F:..... V:..... T:.....	Item	
69	Advertising (B6.3)F:..... V:..... T:.....	Item	
Carried to Collection			R
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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

70	Plant, equipment, sheds and offices (B6.4)				
	F: V: T:	Item			
71	Main notice board (B6.5)				
	F: V: T:	Item			
72	Subcontractors' notice board (B6.6)				
	F: V: T:	Item			
	<u>Temporary services (B7)</u>				
73	Location (B7.1)				
	F: V: T:	Item			
74	Water (B7.2)				
	Option [A] shall apply				
	F: V: T:	Item			
75	Electricity (B7.3)				
	Option [A] shall apply				
	F: V: T:	Item			
76	Telecommunication facilities (B7.4)				
	F: V: T:	Item			
77	Ablution facilities (B7.5)				
	Option [A] shall apply				
	F: V: T:	Item			
	<u>Prime cost amounts (B8)</u>				
78	Responsibility for prime cost amounts (B8.1)				
	F: V: T:	Item			
	Carried to Collection			R	
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	Zethu Consulting Services				

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

<u>Attendance on N/S Subcontractors (B9)</u>				
79	General attendance (B9.1)F:..... V:..... T:.....	Item		
80	Special attendance (B9.2)F:..... V:..... T:.....	Item		
81	Commissioning - Fuel, water and power (B9.3)F:..... V:..... T:.....	Item		
<u>Financial aspects (B10)</u>				
	Statutory taxes, duties and levies (B10.1)F:..... V:..... T:.....	Item		
82	Payment of preliminaries (B10.2) Option [B] shall apply			
	F:..... V:..... T:.....	Item		
83	Adjustment of preliminaries (B10.3) Option [A] shall apply			
	F:..... V:..... T:.....	Item		
84	Payment certificate cash flow (B10.4)F:..... V:..... T:.....	Item		
<u>General (B11)</u>				
85	Protection of works (B11.1)F:..... V:..... T:.....	Item		
86	Protection/isolation of existing/sectionally occupied works (B11.2)F:..... V:..... T:.....	N/A		
87	Security of the Works (B11.3) F:..... V:..... T:.....	Item		
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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

88	Notice before covering work (B11.4)F:..... V:..... T:.....	Item		
89	Disturbance (B11.5) F:..... V:..... T:.....	Item		
90	Environmental Disturbance (B11.6) F:..... V:..... T:.....	Item		
91	Works cleaning and clearing (B11.7) F:..... V:..... T:.....	Item		
92	Vermin (B11.8) F:..... V:..... T:.....	Item		
93	Overhand work (B11.9) F:..... V:..... T:.....	Item		
94	Instruction manuals and guarantees (B11.10) F:..... V:..... T:.....	Item		
95	As built information (B11.11) F:..... V:..... T:.....	Item		
96	Tenant Installations (B11.12) F:..... V:..... T:.....	Item		
	<u>Schedule of variables (B12)</u>			
97	Pre-tender information (B12.1)F:..... V:..... T:.....	Item		
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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

12.1.1	Provisional bills of quantities (B2.2) The quantities are provisional:	Yes			
12.1.2	Availability of construction documentation (B2.3) Construction documentation is not complete	No			
12.1.3	Interest of agents (B2.4)				
12.1.4	Defined works area (B3.1)				
12.1.5	Geotechnical investigation (B3.2) N/A				
12.1.6	Existing premises occupied (B3.4) Yes				
12.1.7	Previous work - dimensional accuracy (B3.4)				
12.1.8	Previous work - defects (B3.5)				
12.1.9	Services - known (B3.7)				
12.1.10	Protection of trees (B3.9) All trees should be protected and only on instruction of the Principal Agent may any trees be removed				
Carried to Collection					
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[illegible]

12.1.22 Protection of the works (B11.1)

N/A

12.1.23 Disturbance (B11.5)

N/A

12.1.24 Environmental Disturbance (B11.6)

Post tender information (B12.2)

12.2.1 Payment of preliminaries

Alternative selected: A

12.2.2 Adjustment of preliminaries

Alternative selected: A

12.2.3 Additional agreed preliminaries items

N/A

SECTION C: SPECIFIC PRELIMINARIES

Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included

98 Black economic empowerment and training

F:..... V:.....

T:.....

Item

99 Proprietary branded products

F:..... V:.....

T:.....

Item

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Section 1 - Preliminaries

Zethu Consulting Services

	The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative			
100	Contract instructions F:..... V:..... T:..... Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor	Item		
101	Labour record F:..... V:..... T:..... At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week	Item		
102	Plant record F:..... V:..... T:..... At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week	Item		
103	Guarantees F:..... V:..... T:.....	Item		
Carried to Collection Section 1 - Preliminaries Zethu Consulting Services			R	

	Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement				
104	Overtime F:..... V:..... T:..... Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer	Item			
105	Co-operation of contractor for cost management F:..... V:..... T:.....	Item			
Carried to Collection					R
Section 1 - Preliminaries					
Zethu Consulting Services					

	It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors			
106	Occupational Health and Safety Specification F:..... V:..... T:			
	Any Principal Contractor entering into a contract with The Developer must achieve an acceptable level of Occupational Health and Safety performance. Refer to "Project Specification" and "Safety, Health and Environmental Evaluation Questionnaire" The contractor to comply with all provisions of the above and to be enforced on all selected and or other sub-contractors, as no claim afterwards will be entertained	Item		
	Carried to Collection Section 1 - Preliminaries Zethu Consulting Services		R	

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Section 1 - Preliminaries

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Zethu Consulting Services

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

[illegible]

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Item No	Quantity	Rate	Amount
<u>BILL NO. 1</u>			
<u>EARTHWORKS (PROVISIONAL)</u>			
NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 104 for CPAP formula purposes			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>SITE CLEARANCE</u>			
<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	754
2	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	754
<u>BULK EXCAVATION, FILLING, ETC</u>			
<u>Open face excavation in earth over sloping site</u>			
3	Open face excavations in earth to reduced levels and stockpiling on site	m3	1,131
<u>Extra over bulk excavation in earth for excavation in</u>			
4	Soft rock	m3	113
5	Hard rock	m3	72
<u>Extra over all excavations for carting away</u>			
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1,131
Carried to Collection			R
Earthworks			
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

<u>Keeping excavations free of water</u>					
7	Keeping excavations free of all water other than subterranean water		Item		
<u>EXCAVATION IN TRENCHES, FILLING, ETC</u>					
<u>Excavation in earth not exceeding 2m deep</u>					
8	Trenches	m3	46		
9	Holes	m3	2		
<u>Extra over trench and hole excavations in earth for excavation in</u>					
10	Soft rock	m3	5		
11	Hard rock	m3	2		
<u>Extra over all excavations for carting away</u>					
12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	6		
<u>Risk of collapse of excavations</u>					
13	Sides of trench and hole excavations not exceeding 1,5m deep	m2	77		
<u>Keeping excavations free of water</u>					
14	Keeping excavations free of all water other than subterranean water		Item		
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>					
15	Under floors, steps, pavings, etc	m3	905		
16	Backfilling to trenches, holes, etc	m3	43		
<u>G5 filling supplied by the contractor compacted to 93% Mod AASHTO density</u>					
17	Under floors, steps, pavings, etc	m3	302		
Carried to Collection				R	
Earthworks					
Zethu Consulting Services					

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

	<u>Coarse river sand filling supplied by the contractor</u>				
18	Under floors etc	m3	302		
19	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	302		
	<u>Risk of collapse of excavations</u>				
	<u>SOIL POISONING</u>				
	<u>Soil insecticide</u>				
20	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	754		
	<u>Compaction tests</u>				
21	Allow for compaction tests as required by the Engineer	No	10		
	<u>CONCRETE</u>				
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>10MPa/19mm concrete</u>				
22	Surface blinding under reinforced concrete	m3	4		
	<u>REINFORCED CONCRETE</u>				
	<u>30MPa/19mm Concrete</u>				
23	Strip foundations	m3	8		
	<u>REINFORCEMENT</u>				
24	8mm Diameter bars	t	0.300		
	<u>High tensile steel reinforcement to structural concrete work</u>				
25	16mm Diameter bars	t	0.30		
26	12mm Diameter bars	t	0.30		
	Carried to Collection			R	
	Earthworks				
	Zethu Consulting Services				

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

	SUNDRIES			
	<u>Finishing top surfaces of concrete smooth with a wood float</u>			
27	Top of surface beds	m2	357	
	<u>Test Blocks</u>			
28	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	10	
	<u>BRICKWORK</u>			
	(CPAP formula work group no. 116)			
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>			
29	One brick walls	m2	115	
	<u>Brickwork reinforcement</u>			
30	230mm Wide reinforcement built in horizontally	m	888	
	<u>External face bricks (Prime Cost Amount R 4 800.00/1000) pointed with flush horizontal and vertical joints</u>			
31	Extra over brickwork for face brickwork	m2	74	
	<u>Cut and borrow to fill, including freehaul up to 1,0km</u>			
	<u>Material in compacted layer thicknesses of 200mm and less</u>			
32	(ii) Compacted to 93% of modified AASHTO density	m3	1,026	
	<u>Roadbed preparation and the compaction of material:</u>			
33	Compaction to 93% of modified AASHTO density	m2	1,026	
	Carried to Collection			R
	Earthworks			
	Zethu Consulting Services			

PAVEMENT LAYERS OF GRAVEL MATERIAL

Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1.0 km:

Gravel sub base layer (unstabalized gravel) compacted to:

34	(i) 95% of modified AASHTO density, 150mm thick, G6	m3	1,026	
----	---	----	-------	--

Gravel base layer (unstabalized gravel) compacted to:

35	(i) 98% of modified AASHTO density, 150mm thick, G5	m3	1,026	
----	---	----	-------	--

Extra over item 34.01 for excavation of material in:

36	Intermediate excavation	m3	1,463	
----	-------------------------	----	-------	--

ROAD SIGNS

Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:

Prepainted galvanized steel plate (chromadek or approved or approved equivalent)

37	(i) Area not exceeding 2 m2	m2	19	
----	-----------------------------	----	----	--

38	(ii) Area exceeding 2 m2 but not 10 m2	m2	25	
----	--	----	----	--

Carried to Collection

Earthworks

Zethu Consulting Services

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Extra over 56.01 for using:

Background of retro-reflective material:

39	(iii) Class III	m2	1		
----	-----------------	----	---	--	--

Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:

40	(iii) Class III	m2	1		
----	-----------------	----	---	--	--

Road sign supports (overhead road sign structures excluded)

Steel tubing (wall thickness 3mm)

41	(i) 75mm	t	2.14		
----	----------	---	------	--	--

42	Excavation and backfilling for road sign supports	m3	4		
----	---	----	---	--	--

43	Extra over item 56.05 for cement-treated soil backfill	m3	4		
----	--	----	---	--	--

Dismantling and sorting road signs with a surface area of:

44	Up to 2m2	No	6		
----	-----------	----	---	--	--

45	Area exceeding 2m2 but not 10m2	No	12		
----	---------------------------------	----	----	--	--

ROAD MARKINGS

Carried to Collection

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

CONCRETE BLOCK PAVING

58	80mm Concrete block paving
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m2

2,756

Carried to Collection

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Earthworks

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Earthworks

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Earthworks

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REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Sewer Reticulation

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Sewer Reticulation

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 6</u>			
	<u>STORM WATER AND DRAINAGE</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>			
	<u>Concrete kerbing</u>			
	<u>Precast Concrete kerbing as shown on the drawings</u>			
1	Removing and Relaying of existing kerbs	m	172	
	<u>Concrete kerbing-channelling combination</u>			
	<u>Precast Municipal Kerbs with with 30MPa Cast in Situ Channel</u>			
2	(i) 300mm wide	m	383	
3	V shape Stone Pitched Channel (Complete as per Drawings and Details)	m	261	
	Carried Forward to Summary of Section No. 2		R	
	Stormwater			
	Zethu Consulting Services			

[illegible]

General

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

**REINFORCED CONCRETE CAST AGAINST
EXCAVATED SURFACES**

30MPa/19mm concrete

7	Bases	m3	3
8	Concrete columns	m3	5
9	Blinding	m3	4

TEST BLOCKS

10	Allow for necessary concrete test cubes size 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Method 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Representative/Agent		Item
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CONCRETE SUNDRIES

Class U2 ordinary finish to top surfaces of concrete

11	Surface beds, slabs, etc	m2	888
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15 MPa non-shrink grout

12	Bedding approximately 25mm thick under 200 x 200mm base plate including chamfered edges all round	No	36
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(WORK GROUP 124)

Carried to Collection

Structural Steel Work

Zethu Consulting Services

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PROFILED METAL SHEETING AND ACCESSORIES

NOTE: The contractor is to submit a certificate signed by the merchant, stating that the roof covering supplied complies with the required thickness specified.

8 Degrees GRAY IBR profile sheeting on old framed lipped channe

13	Roof covering	m2	888		
	(WORK GROUP 134)				

STEEL COLUMNS AND BEAMS

Vertical hollow sections columns fixed to flat base plate welded on and bolted to concrete

14	203 x 203 x 86mm Steel columns	No	36		
----	--------------------------------	----	----	--	--

Bolts to columns, etc

15	M12 x 75mm Expansion bolt	No	288		
----	---------------------------	----	-----	--	--

PURLINS, GIRTS, BRACING, ETC

Purlins, girts, cleats, etc. bolted to steel

16	150 x 75 x 20 x 2.5 Thick steel purlins	m	308		
17	150 x 75 x 20 x 2.5 Thick steel bracing	m	204		
18	254 x 146 x 37mm Rafter	m	354		

BOX GUTTERS

RAINWATER DISPOSAL

Approved seamless metal gutters:

19	200 x 200 x 0.8mm Box gutters rainwater fixed with gutters brackets	m	169		
----	---	---	-----	--	--

Carried to Collection

Structural Steel Work

Zethu Consulting Services

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

20	Extra over gutter for closed ends	No	8
21	Extra over gutter for 100mm diameter pipe outlets	No	64
22	100mm Diameter x 0.8mm Thick galvanised rainwater downpipes fixed to wall	m	54
23	Extra over rainwater pipe for eaves offset	No	16
24	Extra over rainwater pipe for bend	No	16

(WORK GROUP 152)

PAINTWORK, ETC TO NEW WORK

**PRIMING OF STRUCTURAL STEELWORK
(CLASS P1)**

Clean surfaces, bring to a bright metallic condition and paint surfaces with one coat red oxide zinc chromate metal primer on steel:

25	On steel	m2	888
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ON METAL

Spot priming defects in pre-primed surfaces with 'Plascon Namelcote Synthetic Metal' and apply one coat 'Plascon Merit Universal Undercoat' and two coats 'Plascon Magic Flow Eggshell Enamel' paint on steel

26	On carport steel	m2	888
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WASTE BINS

27	Metal litter bins 10 litre including accessories	No	18
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Carried to Collection

Structural Steel Work

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Structural Steel Work

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Structural Steel Work

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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Item No		Quantity	Rate	Amount
<u>BILL NO. 9</u>				
<u>PLUMBING AND DRAINAGE</u>				
<u>(PROVISIONAL)</u>				
NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 146 for CPAP formula purposes.				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>FIRE APPLIANCES ETC</u>				
<u>"Chubb"</u>				
1	"Everyway" hose reel complete with 30m plastic hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	5	
2	9kg Carbon dioxide fire extinguisher complete with 520 x 115 x 22mm thick timber backboard plugged to wall and varnished	No	12	
3	80 x 65mm Brass right angle hydrant valve with cap and chain	No	1	
<u>WATER SUPPLIES TO FIRE APPLIANCES</u>				
<u>Class 16 uPVC pressure pipes</u>				
4	110mm Pipes laid in and including trenches	m	88	
<u>Extra over uPVC pipes for uPVC solvent welded pressure fittings</u>				
5	110mm Elbow	No	10	
6	110mm Bend	No	10	
<u>Extra over uPVC pipes for cast iron pressure fittings</u>				
7	110mm Reducer	No	3	
Carried to Collection				R
Plumbing and Drainage (Provisional)				
Zethu Consulting Services				

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Plumbing and Drainage (Provisional)

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Plumbing and Drainage (Provisional)
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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

[illegible]

Item No	Quantity	Rate	Amount
<u>BILL NO. 11</u>			
<u>PROVISIONAL SUMS</u>			
<u>NOTES:</u>			
1. The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries 2. The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries 3. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:- * Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted, * Schedule the times of availability of the hoisting equipment for each Sub-Contractor, * Provide all necessary personnel to operate the hoisting equipment, all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor 4. Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill 5. CPAP Formula Work Group 190 shall apply to all lump sum amounts of profit and attendance			
Carried to Collection			
Provisional Sums			R
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

STEEL COLUMNS AND BEAMS

Steel Work

1	Allow a provisional amount of R 250 000.00 (Two Hundred and Fifty Thousand Rand) supply and installation of steel by specialist	Item	250,000.00
2	Profit	Item	
3	Allow for general attendance	Item	

Seating

4	Provide the amount of R 50 000.00 (One Thousand Rand) for seating supplied and installed complete	Item	50,000.00
5	Profit	Item	
6	Allow for general attendance	Item	

Signage Installation

7	Provide the amount of R 25 000.00 (Fifty Thousand Rand) for Signage Installation supplied and installed complete	Item	25,000.00
8	Profit	Item	
9	Allow for general attendance	Item	

Carried to Collection

R

Provisional Sums

Zethu Consulting Services

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Provisional Sums

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Provisional Sums

Zethu Consulting Services

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Item No	Quantity	Rate	Amount
<u>BILL NO. 1</u>			
<u>EARTHWORKS (PROVISIONAL)</u>			
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 104 for CPAP formula purposes.			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>EXCAVATION, FILLING, ETC</u>			
<u>Excavation in earth not exceeding 2m deep</u>			
1	Trenches	m3	11
2	Holes	m3	0.3
<u>Extra over trench and hole excavations in earth for excavation in</u>			
3	Soft rock	m3	1
4	Hard rock	m3	1
<u>Extra over all excavations for carting away</u>			
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	6
<u>Risk of collapse of excavations</u>			
6	Sides of trench and hole excavations not exceeding 1,5m deep	m2	38
<u>Keeping excavations free of water</u>			
7	Keeping excavations free of all water other than subterranean water	Item	
Carried to Collection			R
Foundations (Provisional)			
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>			
8	Backfilling to trenches, holes, etc	m3	5	
9	Under floors, steps, pavings, etc	m3	9	
	<u>G5 filling supplied by the contractor compacted to 93% Mod AASHTO density</u>			
10	Under floors, steps, pavings, etc	m3	9	
	<u>Coarse river sand filling supplied by the contractor</u>			
11	Under floors etc	m3	9	
12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	9	
	<u>SOIL POISONING</u>			
	<u>Soil insecticide</u>			
13	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	15	
	<u>Compaction tests</u>			
14	Allow for compaction tests as required by the Engineer	No	4	
	<u>CONCRETE</u>			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>10MPa/19mm concrete</u>			
15	Surface blinding under reinforced concrete	m3	1	
	<u>REINFORCED CONCRETE</u>			
	<u>30MPa/19mm Concrete</u>			
16	Strip foundations	m3	3	
	Carried to Collection			R
	Foundations (Provisional)			
	Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

<u>REINFORCEMENT</u>			
17	8mm Diameter bars	t	0.254
<u>High tensile steel reinforcement to structural concrete work</u>			
18	16mm Diameter bars	t	0.25
19	12mm Diameter bars	t	0.25
<u>SUNDRIES</u>			
<u>Finishing top surfaces of concrete smooth with a wood float</u>			
20	Top of surface beds	m2	15
<u>Test Blocks</u>			
21	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	4
<u>BRICKWORK</u>			
(CPAP formula work group no. 116)			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>			
22	Piers	m3	0.4
23	One brick walls	m2	14
<u>Brickwork reinforcement</u>			
24	230mm Wide reinforcement built in horizontally	m	296
<u>External face bricks (Prime Cost Amount R 4 800.00/1000) pointed with flush horizontal and vertical joints</u>			
25	Extra over brickwork for face brickwork	m2	14
Carried to Collection			R
Foundations (Provisional)			
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Foundations (Provisional)

COLLECTION

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Foundations (Provisional)

Zethu Consulting Services

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

<u>Rough formwork to sides</u>					
6	Circular edges, risers, ends and reveals not exceeding 300mm high or wide	m	32		
<u>Rough formwork to soffits</u>					
7	Columns	m	13		
<u>MOVEMENT JOINTS, ETC</u>					
<u>Joint forming material in movement joints:</u>					
8	10mm Soft board expansion joint material not exceeding 300mm wide	m	29		
9	12mm Soft board expansion joint material not exceeding 300mm wide	m	29		
<u>Saw cut joints</u>					
10	5 x 30mm Saw cut joints in top of concrete	m	39		
<u>REINFORCEMENT (PROVISIONAL)</u>					
<u>High tensile steel reinforcement to structural concrete work (including spacers)</u>					
11	10mm Diameter bars	t	0.26		
12	12mm Diameter bars	t	0.26		
13	16mm Diameter bars	t	0.26		
<u>Mesh Reinforcement</u>					
14	Type 245 mesh reinforcement in concrete surface beds, slabs, etc	m2	15		
Carried to Collection				R	
Concrete, Formwork and Reinforcement					
Zethu Consulting Services					

XIMHUNGWE TAXI RANK

REFURBISHMENT TO EXISTING TAXI RANK

Concrete, Formwork and Reinforcement

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Concrete, Formwork and Reinforcement

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Masonry

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Masonry

Zethu Consulting Services

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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Item No		Quantity	Rate	Amount
BILL NO. 5				
<u>ROOF COVERINGS ETC</u>				
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 124 for CPAP formula purposes.				
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
<u>0,58mm "Brownbuilt Klip-lok 700" Z275 spelter galvanised troughed sheet steel with "globalcoat" finish on one side in single lengths fixed to timber purlins and 0,6mm galvanised sheet steel accessories with "globalcoat" finish on one side</u>				
1	Roof covering with pitch not exceeding 25 degrees	m2	30	
2	Sidewall flashing 408mm girth	m	16	
3	Valley flashing 500mm girth	m	9	
<u>ROOF AND WALL INSULATION</u>				
<u>"Isoboard" high density 32-36kg/m3 rigid extruded polystyrene 100% closed cell insulation boarding and tight butt joints</u>				
4	Insulation laid taut over purlins (at approximately 1 200mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m2	14	
<u>EAVES, VERGES, ETC</u>				
<u>"Everite" high density plain nutec-cement</u>				
5	12 x 225mm Fascias, including aluminium H-profile jointing strips	m	11	
Carried Forward to Summary of Section No. 3				R
Roof Coverings, etc				
Zethu Consulting Services				

Item No		Quantity	Rate	Amount
	<u>BILL NO. 6</u> <u>CARPENTRY AND JOINERY</u> NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 126 for CPAP formula purposes. <u>SUPPLEMENTARY PREAMBLES</u> <u>Particle board:</u> Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type <u>Joinery:</u> Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete <u>Decorative laminate finish:</u> Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish <u>ROOFS, ETC</u>			
	Carried to Collection		R	
	Carpentry and Joinery			
	Zethu Consulting Services			

Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses:

Trusses are at maximum 1,10m centres

Roof covering is galvanised "IBR" roof sheeting with "Globalcoat" finish on one side on 50 x 75mm purlins at 1,1m maximum centres.

Ceilings are generally 6,4mm gypsum plasterboard on 38 x 38mm brandering.

All timber to be sawn softwood in accordance with V4 or M4 as defined in SABS 563 or SABS 1245.

Metal connector plates shall have a minimum yield strength of 228 MPa and a minimum ultimate tensile strength of 330 Mpa with hot-dip galvanised finish.

All joints to be close fitted butt joints.

Trusses shall be designed by a registered supplier of prefabricated trusses who shall issue an Engineers Certificate upon completion of the installation.

The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on site before design or fabricaton commences.

Tenderers must study the roof plan and sections as attached to the back of these bills of quantities (refer drawing No.'s ADMIN 001 to 004) and must obtain prices from a qualified and registered roof truss supplier as no claims in this regard will be entertained.

Sawn softwood

1	38 x 114mm Wall plates	m	7	
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Carried to Collection

Carpentry and Joinery

Zethu Consulting Services

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Carpentry and Joinery

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Carpentry and Joinery
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Item No	Quantity	Rate	Amount
<u>BILL NO. 7</u>			
<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 129 for CPAP formula purposes.			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Descriptions</u>			
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.			
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.			
<u>CEILINGS</u>			
NOTE: Electrical light fittings, diffusers, panels, etc. generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).			
<u>6,4mm "Everite" fibre cement ceilings screwed to 50 x 38mm SAP timber branderling at 400mm centres with 63mm wide strips of mesh scrim nailed over joints or similar approved</u>			
1	Ceilings suspended horizontally and sloping at less than 25 degrees	m2	14
2	Extra over ceiling for opening for 600 x 600mm trapdoor	No	1
Carried to Collection			R
Ceilings, Partitions and Access Flooring			
Zethu Consulting Services			

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

<u>"Rhino" cornices to screwed ceilings fixed to brickwork</u>	m	13	R
3 75mm Coved gypsum cornice fixed according to manufacturers instructions			
Carried to Collection Ceilings, Partitions and Access Flooring Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Ceilings, Partitions and Access Flooring

COLLECTION

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Ceilings, Partitions and Access Flooring
Zethu Consulting Services

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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REFURBISHMENT TO EXISTING TAXI RANK

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Ironmongery

COLLECTION

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Ironmongery
Zethu Consulting Services

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Item No	Quantity	Rate	Amount
<u>BILL NO. 9</u>			
<u>METALWORK</u>			
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 136 for CPAP formula purposes.			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Descriptions</u>			
Descriptions of bolts shall be deemed to include nuts and washers.			
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.			
Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.			
<u>PRESSED STEEL DOOR FRAMES</u>			
<u>1,2mm Double rebated frames suitable for one brick walls</u>			
1	Frame for door 1500 x 2125mm high	No 1	
<u>ALUMINIUM WINDOWS, DOORS, ETC</u>			
<u>Standard type windows with type "B2" burglar bars to opening sashes</u>			
2	Aluminium Powder coated Bronze Framed Window size 1600 x 600mm high.	No 4	
3	Aluminium Powder coated Bronze Framed Window size 1860 x 2125mm high.	No 1	
Carried to Collection			R
Metalwork			
Zethu Consulting Services			

STEEL GATES

4 15000 x 2125 mm high steel gate and steel frame

No

1

STEEL ROLLER SHUTTERS, ETC.

Galvanised steel roller shutters, guides, canopy cover(s), etc., fixed to brick jambs and concrete lintel over:

5 Between walls push-up roller shutter for 2400 x 2185mm high opening with 75 x 0,8mm thick slats, 75mm wide side guides, ratchet for spring winder, neoprene weather strip to bottom edge and two barrel bolts and with pressed metal canopy cover.

No

1

Carried to Collection

Metalwork

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Metalwork

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Metalwork

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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Item No		Quantity	Rate	Amount
	BILL NO. 14			
	<u>PAINTWORK</u>			
	NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 152 for CPAP formula purposes. -----			
	<u>ON FLOATED PLASTER</u>			
	<u>One coat alkali resistant primer, one undercoat and two coats eggshell enamel paint</u>			
1	On internal walls	m2	42	
2	On narrow widths	m2	9	
	<u>ON FIBRE CEMENT</u>			
	<u>One coat primer and two coats interior quality PVA emulsion paint</u>			
3	On ceilings and cornices	m2	14	
	<u>ON METAL</u>			
	<u>Spot priming defects in pre primed surfaces with zinc chromate primer and applying one undercoat and two coat high gloss enamel paint on steel</u>			
4	On door frames	m2	17	
5	On windows with burglar bars both sides measured	m2	28	
6	On doors	m2	6	
	<u>ON WOOD</u>			
	<u>One coat wood primer, one coat undercoat and one coat polyurethane gloss enamel paint</u>			
7	On doors	m2	6	
	Carried to Collection		R	
	Paintwork			
	Zethu Consulting Services			

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Paintwork

COLLECTION

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Paintwork

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

	<u>Compaction of surfaces</u>				
15	Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	16		
	<u>20 MPa/20 mm concrete</u>				
16	Aprons cast in panels to falls	m3	5		
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
17	Aprons to falls	m2	16		
18	Forming 250mm wide segmental channel to falls in concrete including finishing smooth	m	8		
	<u>Smooth formwork to sides</u>				
19	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	32		
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces</u>				
20	12 mm Joints not exceeding 300 mm high	m	8		
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete surfaces</u>				
21	12 mm Joints not exceeding 300 mm high	m	8		
Carried to Collection					
External Works					R
Zethu Consulting Services					

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

External Works

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External Works

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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6	Carpentry and Joinery	143			
7	Ceilings, Partitions and Access Flooring	146			
8	Ironmongery	149			
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14	External Works	162			
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Zethu Consulting Services					

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>			
8	Backfilling to trenches, holes, etc	m3	140	
9	Under floors, steps, pavings, etc	m3	154	
	<u>G5 filling supplied by the contractor compacted to 93% Mod AASHTO density</u>			
10	Under floors, steps, pavings, etc	m3	154	
	<u>Coarse river sand filling supplied by the contractor</u>			
11	Under floors etc	m3	154	
12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	154	
	<u>SOIL POISONING</u>			
	<u>Soil insecticide</u>			
13	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	294	
	<u>Compaction tests</u>			
14	Allow for compaction tests as required by the Engineer	No	40	
	<u>CONCRETE</u>			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>10MPa/19mm concrete</u>			
15	Surface blinding under reinforced concrete	m3	18	
	<u>REINFORCED CONCRETE</u>			
	<u>30MPa/19mm Concrete</u>			
16	Strip foundations	m3	55	
	Carried to Collection			R
	Foundations (Provisional)			
	Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Foundations (Provisional)

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Foundations (Provisional)
Zethu Consulting Services

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

<u>Rough formwork to sides</u>					
6	Circular edges, risers, ends and reveals not exceeding 300mm high or wide	m	304		
<u>MOVEMENT JOINTS, ETC</u>					
<u>Joint forming material in movement joints:</u>					
7	10mm Soft board expansion joint material not exceeding 300mm wide	m	249		
8	12mm Soft board expansion joint material not exceeding 300mm wide	m	248		
<u>Saw cut joints</u>					
9	5 x 30mm Saw cut joints in top of concrete	m	240		
<u>REINFORCEMENT (PROVISIONAL)</u>					
<u>High tensile steel reinforcement to structural concrete work (including spacers)</u>					
10	8mm Diameter bars	t	2.03		
11	10mm Diameter bars	t	2.04		
12	12mm Diameter bars	t	2.05		
13	16mm Diameter bars	t	4.10		
<u>Mesh Reinforcement</u>					
14	Type 245 mesh reinforcement in concrete surface beds, slabs, etc	m2	294		
15	Type 395 fabric reinforcement in concrete Roof Slab bed etc	m2	294		
Carried to Collection				R	
Concrete, Formwork and Reinforcement					
Zethu Consulting Services					

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Concrete, Formwork and Reinforcement

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Concrete, Formwork and Reinforcement

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Masonry

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Masonry

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REFURBISHMENT TO EXISTING TAXI RANK

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REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Ironmongery

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Zethu Consulting Services

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Item No	Quantity	Rate	Amount
<u>BILL NO. 7</u>			
<u>METALWORK</u>			
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 136 for CPAP formula purposes.			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Descriptions</u>			
Descriptions of bolts shall be deemed to include nuts and washers.			
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.			
Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.			
<u>PRESSED STEEL DOOR FRAMES</u>			
<u>1,2mm Double rebated frames suitable for one brick walls</u>			
1	Frame for door 1772 x 2125mm high	No 48	
<u>STEEL DOOR</u>			
2	Frame for door 1772 x 2125mm high	No 48	
<u>STEEL GATES</u>			
3	1722 x 2125mm high steel gate and steel frame	No 48	
Carried Forward to Summary of Section No. 4			R
Metalwork			
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Item No	Quantity	Rate	Amount
<u>BILL NO. 9</u>			
<u>TILING</u>			
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 144 for CPAP formula purposes.			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Descriptions</u>			
Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding.			
<u>WALL TILING</u>			
<u>200 x 200 x 6mm Ceramic tiles(PC Amount R150.00/m2) fixed with adhesive to plaster (plaster elsewhere)</u>			
1	On walls in isolated panels, splashbacks, etc	m2	654
<u>FLOOR TILING</u>			
<u>300 x 300mm x 8mm Ceramic tiles (Prime Cost Amount R250.00/m2) fixed with adhesive to bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound</u>			
2	On floors and landings	m2	246
3	Skirting 75mm high	m	364
Carried Forward to Summary of Section No. 4			R
Tiling			
Zethu Consulting Services			

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Item No		Quantity	Rate	Amount
<u>BILL NO. 11</u>				
<u>PAINTWORK</u>				
NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 152 for CPAP formula purposes. -----				
<u>ON FLOATED PLASTER</u>				
<u>One coat alkali resistant primer, one undercoat and two coats eggshell enamel paint</u>				
1	On internal walls	m2	654	
2	On narrow widths	m2	14	
<u>ON METAL</u>				
<u>Spot priming defects in pre primed surfaces with zinc chromate primer and applying one undercoat and two coat high gloss enamel paint on steel</u>				
3	On door frames	m2	218	
4	On steel doors and gates	m2	252	
Carried Forward to Summary of Section No. 4				R
Paintwork				
Zethu Consulting Services				

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

7	Hard rock	m3	87		
	<u>Extra over all excavations for carting away</u>				
8	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	877		
	<u>Keeping excavations free of water</u>				
9	Keeping excavations free of all water other than subterranean water			Item	
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>				
10	Over site to form platforms	m3	877		
	<u>Earth filling supplied by the contractor compacted to 93% Mod AASHTO density</u>				
11	Over site to form platforms	m3	877		
	<u>Compaction of surfaces</u>				
12	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	855		
	<u>APRONS AROUND BUILDINGS</u>				
	<u>Excavation not exceeding 2m deep</u>				
13	Reduced levels under aprons	m3	139		
	<u>Extra over all excavations for carting away</u>				
14	Surplus material from stock piles on site to a dumping site to be located by the contractor	m3	138		
	Carried to Collection				
	External Works			R	
	Zethu Consulting Services				

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

	<u>Compaction of surfaces</u>				
15	Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	206		
	<u>20 MPa/20 mm concrete</u>				
16	Aprons cast in panels to falls	m3	128		
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
17	Aprons to falls	m2	249		
18	Forming 250mm wide segmental channel to falls in concrete including finishing smooth	m	542		
	<u>Smooth formwork to sides</u>				
19	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	248		
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces</u>				
20	12 mm Joints not exceeding 300 mm high	m	542		
	<u>Expansion joints with bitumen impregnated softboard between vertical concrete surfaces</u>				
21	12 mm Joints not exceeding 300 mm high	m	542		
Carried to Collection				R	
External Works					
Zethu Consulting Services					

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

External Works

COLLECTION

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External Works

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Bill No	SECTION SUMMARY - Section 4 Stalls X 12	Page No	Amount
1	Foundations (Provisional)	167	
2	Concrete, Formwork and Reinforcement	170	
3	Masonry	173	
4	Waterproofing	174	
5	Carpentry and Joinery	175	
6	Ironmongery	178	
7	Metalwork	179	
8	Plastering	180	
9	Tiling	181	
10	Plumbing and Drainage (Provisional)	182	
11	Paintwork	183	
12	External Works	187	
Carried to Final Summary			R
Zethu Consulting Services			

OLD MATERIALS NOT TO BE RE-USED: None of the old materials are to be used for new work except where specifically described as being set aside for re-use.

1 WORKS ACTIVITY OUTLINE

1.1 Simple Demolition (single storey buildings)

- An arrangement has been made to develop deliver the project in phases in order to relocate occupants to the completed buildings. Once the relocation is completed, demolition of the vacated buildings will commence.
- The Tenderer shall assume responsibility for the submission of applications that maybe required in order to obtain a demolitions permit. The rates submitted are deemed to include for this provision

The following items have been identified as materials with salvage value and can be sold to second-hand building materials dealers or recycled.

- Structural steel and steel roof sheets
- Roof timbers components
- Windows and glass
- Doors and frames
- Taps, traps and sanitary fittings
- Reinforcement, cables and pipes
- Stoves, ovens, mechanical equipment (if any) etc.

1.2 Demolition Methods

The operation can be manual or light machinery may be used. **No blasting shall be permitted on site.** If manual demolition is preferred it needs to start from the roofs and be carried out downwards. If light machinery is used (e.g. bulldozers, TLB's,

Carried to Collection

General External Works

Zethu Consulting Services

R

pneumatic hammers etc.), demolition is irregularly progressive but faster than manual. However, this method causes potential danger to nearby structures and people for which due care must be taken by the contractor.

Among other requirements spelled out in the OHS Act (more specifically Construction Regulation 2003), barricading (in order to keep safe distances) and dust control (in order not to pollute the environment and cause explosion hazard) will be pre-requisites. It will be up to the Contractor to choose his demolition methods. Whatever method is chosen it will have to comply with the safety requirements and will have to be reviewed and approved by the engineer.

Demolition Process Flow shall be as follows:

- Disconnect water and electrical supplies. Water supply isolation and electrical lock-out must be done prior to the commencement of the demolition.
- Loosen and take off steel roof sheets, tiles etc, clean and straighten as necessary, and dispose. Removal of the asbestos roof sheeting is dealt with in clause 4.3 of this document.
- Take down ceilings where applicable and remove to an approved dumping site.
- Loosen and take off roof timber members, de-nail as necessary, and dispose.
- Take out damaged windows and dispose.
- Take down old damaged doors and dispose.
- Break out old damaged door frames and dispose.
- Take down old fittings and fixtures and

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General External Works

Zethu Consulting Services

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- Break down ground floor walls and remove rubble to an approved dumping site by trucks.
- Break up ground floor slab, hard-core filling and foundation walls to required depth below ground level, and remove to an approved dumping site by trucks.
- Use remainder of the filling under broken floors to fill and compact portions of foundation and service trenches opened up.
- Seal off existing water supply pipes, electrical supply cables and soil drains below ground level.
- Clear site of all the remaining rubble, and leave the site clean and level.

Removal and Disconnection of Services:

- The Contractor must ensure that the buildings and services phased for demolition have been de-commissioned prior to any work taking place. He must ensure that no live electrical cabling, active water pipe, gas or sewer lines have been left on site after the decommissioning procedure has been officially completed and handed over to him.
- All services, i.e. water, sewer, electrical cables, mechanical etc. must be disconnected and removed. It has been established that there will be no impact on the residents or local communities due to such disconnections.
- There will be no road closures during demolitions. Points of entrance and exit to the demolition site must be identified

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General External Works

Zethu Consulting Services

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upfront and clearly marked. Traffic control and diversions shall be monitored accordingly by the appointed Contractor.

Health and Safety: Specialized equipment requirement:

During the project phase, Tenderers must provide the following to their workers to ensure their health and safety are not endangered:

- Proper ventilation in the workplace to prevent settling of asbestos fibers and dust,
- Protective outerwear, including goggles, shoe covers, gloves, jackets and trousers to prevent asbestos fibers from clinging to clothing, hair and shoes,
- Respirators that adequately cover the nose and mouth to avoid inhalation.

The Contractor shall do the following:

- Notify the nearest Department of Labour of the intended demolition work.
- Compile a method statement on the procedures to be followed relating to the demolition work.
- Appoint a competent person in writing to supervise the demolition work.
- The appointed competent person must check the structural integrity during the demolition work.

2.0 NATURE OF GROUND AND SUBSOIL CONDITIONS

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General External Works

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Refer to the geotechnical report included in the tender document.

3.0 ASBESTOS REMOVAL AND DISPOSAL

In an effort to protect all workers from asbestos exposure and subsequent health concerns, the South African Department of Labour updated the Asbestos Health Regulations some time ago. The aim of this legislation was specifically to prevent the onset of asbestos related diseases, specifically the development of asbestos cancer, also known as mesothelioma.

Exposure to asbestos is the only recognized cause of mesothelioma, a fatal type of cancer that has no cure and a survival rate of less than one percent.

One of the regulations involves notifying the appropriate authorities (including provincial directors) prior to beginning any projects where asbestos removal and disposal is required.

The danger of exposure to asbestos fibers is now well known. Asbestos must be safely disposed of. New legislation regarding the handling of asbestos must ensure the safety of workers (Regulation 155 of the Occupational Health and Safety Act). Companies handling asbestos on a regular basis must be registered with the Department of Labour. Before responding to an asbestos removal project, a permit must be submitted to the Department of Labour for approval. The permit must with regards to the workers on site, and preventing asbestos exposure.

Upon commencement of any asbestos related demolition and disposal the Contractor is mandated to protect the health of their workers by preventing any personnel from entering areas where the asbestos level exceeds 0.2 fibers per millilitre of air averaged over a four-hour period.

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General External Works

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All personnel must be notified that there may be asbestos present in the environment prior to beginning of work. During the project phase, employers must provide the following to their workers to ensure their health and safety:

- Proper ventilation in the workplace to prevent settling of asbestos fibers and dust,
- Protective outerwear, including goggles, shoe covers, gloves, jackets and trousers to prevent asbestos fibers from clinging to clothing, hair and shoes,
- Respirators that adequately cover the nose and mouth to avoid inhalation

Appropriate Safety Regulations should be posted in the workplace to provide workers with necessary precautionary measures. The posting of legal required symbolic warning signs must also be catered for.

Safety is paramount during any asbestos removal project, but the need for safety precautions extends above and beyond the asbestos disposal phase. Once asbestos is removed from a structure it poses an even greater threat, as the asbestos fibers may have been damaged and become friable, and is more prone to become airborne. The contractor must do his/her best to keep the asbestos in a non-friable state from demolition to disposal stage.

Upon removal, all asbestos-containing

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Zethu Consulting Services

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materials must be suitably isolated and contained prior to transfer from the workplace to an appropriate disposal area. Containers must be marked to indicate that they contain potentially hazardous materials.

Asbestos waste must be disposed of in an area that has been approved for asbestos dumping under the stipulations of the Environmental Conservation Act and the National Environmental Management Act. Any worker that is responsible for the transfer and dumping of asbestos waste must be provided with a respirator and protective outerwear.

Upon disposal, transportation vehicles must be cleaned thoroughly to prevent transfer of any errant fibers from the approved dumping area to a secondary location. Any accidental spillage of asbestos waste must be reported and cleaned immediately.

When dealing with asbestos, it is absolutely necessary to follow all regulations in an effort to protect the health and safety of all individuals, as well as the environment. In recent years the number of instances of mesothelioma that has been a result of second-hand asbestos exposure has increased, furthering the need for adherence to all regulations by all employers and their workers.

Carried to Collection
General External Works
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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Taking down and removing		
1	Existing damaged canopy including pavements and kerbs size building size approximately 110m2 on plan and 3000mm high consisting of steel structure with corrugated iron roof sheeting on timber roof construction and concrete surface bed including removal of all fittings and demolish foundations where existing building is in the position of new buildings	No 39
2	Existing building size approximately 30m2 on plan and 3000mm high consisting of brick structure with corrugated iron roof sheeting on timber roof construction and concrete surface bed including removal of all fittings and demolish foundations where existing building is in the position of new buildings	No 30
3	Existing perimeter mesh wire fencing size approximately 243.73 on plan and 2000mm high consisting of concrete footings posts including removal of all fittings and demolish foundations where existing fencing is in the position of new fencing	m 244
Carried to Collection		
General External Works		
Zethu Consulting Services		

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

General External Works

COLLECTION

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General External Works
Zethu Consulting Services

R

Item No	Quantity	Rate	Amount
<u>BILL NO. 2</u>			
<u>WATER RETICULATION</u>			
Refer to 'The Preambles to Trades' as issued by the Office of the Chief Director, Department of Public Works, Roads and Transport			
NOTE:			
EPWP: All the work in this trade shall be executed in accordance with the principles of Expanded Public Works Programme , that is, labour intensive methods shall be used (www.epwp.gov.za)			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>uPVC pressure pipes and fittings:</u>			
Pipes for water supply shall be of the class stated			
Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings			
Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints			
<u>Fixing of pipes</u>			
Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level			
Carried to Collection		R	
Water Supply			
Zethu Consulting Services			

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines

LD : Sewers

LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200

DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200

LB : Bedding (Pipes)

Unless otherwise described bedding of rigid pipes shall be class B bedding

Water tank and stand including earthworks, laying of pipes and connections

- 1 Provide the amount of R 1 200 000.00 (One Million Two Hundred Thousand Rand)for Elevated water tanks including water tank ,pump room and booster pump and steel stand complete

Item

1,200,000.00

Carried to Collection

R

Water Supply

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

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XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Water Supply

COLLECTION

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Water Supply

Zethu Consulting Services

R

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines

LD : Sewers

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Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200

DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200

LB : Bedding (Pipes).

Unless otherwise described bedding of rigid pipes shall be class B bedding

Carried to Collection

Sewer Reticulation

Zethu Consulting Services

R

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

<u>SITE CLEARANCE</u>					
1	Clear and grub roots along sewer pipeline 1.5m wide	m	148		
2	Remove top soil to ditto nominal depth 150mm and stockpile	m	148		
<u>SOIL DRAINAGE</u>					
<u>Class 34 uPVC pipes</u>					
3	110mm Pipes laid in and including trenches exceeding 2m deep	m	138		
4	160mm Pipes laid in and including trenches exceeding 2m deep	m	138		
<u>50D Concrete pipes</u>					
5	375mm Pipes laid in and including trenches exceeding 2m deep	m	138		
<u>Extra over</u>					
6	Extra over excavation for soft rock material	m3	139		
7	Ditto to hard rock material	m3	70		
<u>Backfilling</u>					
8	Backfilling to ancillaries with material from excavations	m3	21		
9	Ditto material from commercial source selected by the contractor	m3	21		
<u>Bedding</u>					
10	Bedding to pipe with selected fill material from excavations	m3	14		
11	Ditto with material from commercial source selected by the contractor	m3	17		
12	Bedding pipe with 6-9mm crushed stone supplied by the contractor	m3	17		
Carried to Collection					
Sewer Reticulation					
Zethu Consulting Services					

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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(CPAP FORMULA WORK GROUP NO. 116)

**Brickwork of NFX bricks (14 MPa nominal
compressive strength) in class I mortar**

35	Half brick walls	m2	16
36	One brick walls	m2	58

Brickwork reinforcement

37	75 mm Brick reinforcement built-in horizontally	m	38
38	150mm Wide reinforcement built in horizontally	m	140

INTERNAL PLASTER

Water tight Cement plaster on brickwork

39	On walls	m2	16
----	----------	----	----

PLUMBING

uPVC pipes

40	110mm Pipes	m	12
----	-------------	---	----

Extra over uPVC pipes for fittings

41	110mm Tee	No	6
----	-----------	----	---

Covers etc

42	600 x 600mm x 117kg (M2324) cast iron double seal manhole cover and frame	No	1
43	Lifting key for manhole cover	No	1

INFILTRATOR CHAMBERS

44	<u>Infiltrator chamber including excavations</u>	No	1
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TESTING, CONNECTIONS, ETC

Carried to Collection

Sewer Reticulation

Zethu Consulting Services

R

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Testing

45	Testing the whole of the soil drainage system
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Item	Value
1. The first step in the process of creating a new product is to identify a market need.	100%
2. The second step in the process of creating a new product is to develop a prototype.	100%
3. The third step in the process of creating a new product is to conduct market research.	100%
4. The fourth step in the process of creating a new product is to develop a business plan.	100%
5. The fifth step in the process of creating a new product is to secure financing.	100%
6. The sixth step in the process of creating a new product is to launch the product.	100%
7. The seventh step in the process of creating a new product is to monitor sales and customer feedback.	100%
8. The eighth step in the process of creating a new product is to make improvements based on feedback.	100%
9. The ninth step in the process of creating a new product is to re-launch the product.	100%
10. The tenth step in the process of creating a new product is to evaluate the overall success of the product.	100%

Carried to Collection

Sewer Reticulation

Zethu Consulting Services

R

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Sewer Reticulation

COLLECTION

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Sewer Reticulation

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Item No	Quantity	Rate	Amount
<u>BILL NO. 4</u>			
<u>FENCING (PROVISIONAL)</u>			
Refer to 'The Preambles to Trades' as issued by the Office of the Chief Director, Department of Public Works, Roads and Transport			
NOTE:			
EPWP: All the work in this trade shall be executed in accordance with the principles of Expanded Public Works Programme , that is, labour intensive methods shall be used (www.epwp.gov.za)			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Work on site</u>			
The boundary line shall be cleared of all vegetation, trees, rocks, rubble and rubbish for a width of 500mm on each side and the same removed from site.			
The one meter wide boundary line shall be graded to an even line so that the fencing mesh later described, shall have a 50mm gap at the bottom and a height of 1800mm above ground level.			
Allowance shall therefore be made as required to excavate areas that are too high and to fill depressions with approved clean filling, carted on where necessary and well compacted prior to erection of posts.			
Carried to Collection			R
Fencing			
Zethu Consulting Services			

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Gates

Supply each gate with a suitable length of heavy duty chain and a 50mm heavy duty brass padlock with two keys

Gates shall have all joints and accessories securely welded on with all welds neatly trimmed and waterproofed, with either square and mitred corners or accurately jig-formed rounded corners with a radius not exceeding 100mm

Gates shall be hot dipped galvanised after fabrication, to conform with the requirements of SABS specification 763 - Class A

Site clearance

- | | | | |
|---|--|----|-----|
| 1 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc | m2 | 244 |
|---|--|----|-----|

EXCAVATION, FILLING, ETC

Excavation in earth not exceeding 2m deep

- | | | | |
|---|-------|----|----|
| 2 | Holes | m3 | 29 |
|---|-------|----|----|

Extra over trench and hole excavations in earth for excavation in

- | | | | |
|---|-----------|----|---|
| 3 | Soft rock | m3 | 3 |
| 4 | Hard rock | m3 | 1 |

Extra over all excavations for carting away

- | | | | |
|---|--|----|----|
| 5 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m3 | 15 |
|---|--|----|----|

Risk of collapse of excavations

- | | | | |
|---|--|----|-----|
| 6 | Sides of trench and hole excavations not exceeding 1,5m deep | m2 | 194 |
|---|--|----|-----|

Carried to Collection

Fencing

Zethu Consulting Services

R

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Fencing

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Fencing

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**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

SECTION SUMMARY - Section 5 External Works					Amount
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2	Water Supply	202			
3	Sewer Reticulation	210			
4	Fencing	215			

Item No	Quantity	Rate	Amount
<u>BILL NO. 1</u>			
<u>PROVISIONAL SUMS</u>			
<u>NOTES:</u>			
1. The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries 2. The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries 3. Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:- * Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted, * Schedule the times of availability of the hoisting equipment for each Sub-Contractor, * Provide all necessary personnel to operate the hoisting equipment, all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor 4. Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill 5. CPAP Formula Work Group 190 shall apply to all lump sum amounts of profit and attendance			
Carried to Collection			
Provisional Sums (PROVISIONAL)			
Zethu Consulting Services			

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

**REFURBISHMENT OF EXISTING BUILDING AND
WATER HAVERSTING TANKS AND STANDS**

Existing Building

1 Allow a provisional amount of R 450 000.00 (Four Hundred and Fifty Thousand Rand) refurbishment of existing building

Item 900,000.00

2 Profit

Item

3 Allow for general attendance

Item

Existing Ablutions

4 Provide the amount of R 250 000.00 (Two Hundred and Fifty Rand) for refurbishment of Existing Ablutions

Item 250,000.00

5 Profit

Item

6 Allow for general attendance

Item

Carried to Collection

R

Provisional Sums (PROVISIONAL)

Zethu Consulting Services

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

Provisional Sums (PROVISIONAL)

COLLECTION

Total Brought Forward from Page No.

**Page
No**

217

218

Amount

Carried to Final Summary

Provisional Sums (PROVISIONAL)

Zethu Consulting Services

R

**XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	Section 1 - Preliminaries	96		
2	Section 2 -Taxi Rank Shelter	127		
3	Section 3 Refuse Area	163		
4	Section 4 Stalls X 12	188		
5	Section 5 External Works	216		
6	Section I Provisional sums	219		
	PART A: BUILDERS WORK			
	Sub Total		R	
	PART B: ELECTRICAL INSTALLATIONS			
	Electrical Installations	Item		
	PART C MECHANICAL INSTALLATIONS			
	Mechanical Installations	Item		
	Sub Total		R	
	<u>Contingencies</u>			
	Allow the sum of R 847 096.82 (Eight Hundred and Forty Six Thousand Ninety Six Rand and Eighty Two Cents) for contingencies to be used at the discretion of the Principal Agent and to be deducted in whole or in part if not required	Item		847,096.82
	Sub Total		R	
	<u>ESCALATION</u>			
	Provide the amount of R 553 673.98 (Five Hundred and ThirtyThree Thousand Six Hundred and Seventy Three and Ninety Eighr Cents)for escalation	Item		
	Carried Forward		R	
	Zethu Consulting Services			

XIMHUNGWE TAXI RANK
REFURBISHMENT TO EXISTING TAXI RANK

[illegible]

PRELIMINARY AND GENERAL					
[XIMUNGWE TAXI RANK]					
Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Supply, installation and setting of the following.				
1.1	COMPLIANCE WITH CONDITIONS Net price for compliance with the conditions of contract, the Special Conditions of Contract, and various specifications,OHS which costs are not specifically covered elsewhere or by unit rates	Sum	1		
1.2	SITE ESTABLISHMENT Allow for the electrical site establishment, all associated services and for storage of plant, materials and equipment including protection thereof	Sum	1		
1.3	TRANSPORT Provide and arrange for transport and off loading of all electrical material and equipment to site as well as workmen and staff	Sum	1		
1.4	DRAWINGS Making reference, to other relevant drawings e.g. Civil, Structural, Architectural, existing services etc.	Sum	1		
1.5	TESTING AND COMMISIONING Allowance for Testing and commisioning of the whole Electrical installation including As-Built Drawings and Labelling	Sum	1		
1.6	MAINTENANCE AND GUARANTEE PERIOD Allow for a 12 months guarantee period on all the electrical and electronic equipment and installation	Sum	1		
1.7	Ablution facilities	Sum	0		
	Water & electrical connections	Sum	0		
	Any time related items	Sum	0		
	Training of local residents re: the installation of cables, conduits, etc.	Sum	1		
1.8	OTHER NECESSARY WORKS All other works necessary to complete the installation in a satisfactory manner, and in accordance with the drawings, specification, SABS Code of Practice, the Local Authorities requirements, and to the Engineers satisfaction to include for items specified or shown but not itemised in this bill.	Sum	1		
	Allowance for measurements to be taken on site before material is ordered. The contractor will not order of the bill of quantities but measure on site before ordering and order according to measurements on site	Sum	1		
	Allow for decommissioning of existing installations	Sum	1		
TOTAL ON THIS PAGE					
TOTAL FOR PRELIMINARY TO SUMMARY					

Existing Buildings						
[XIMUNGWE TAXI RANK]						
BOQ						
Item	Description		Unit	Quantity	Rate	Amount
	NOTE. The complete electrical installation to comply (previously SABS 0142)with the relevant clauses of the SANS Code of Practise for the Wiring of Premises SANS10142 - 1:2003					
1	<u>Distribution Boards</u> Supply and install an LV distribution Board including fully labelled legend cards and new switchgear as shown on the drawings					
1.1	Existing DB's	Supply	No	2		
		Install	No	2		
2	<u>Power Skirting</u> Supply and install the following power skirting in the position as indicated on the drawings.					
2.1	2-Compartment with cover plate	Supply	M	20		
		Install	M	20		
2.2	90 bend: Inside	Supply	No	4		
		Install	No	4		
2.3	90 bends: Outside	Supply	No	4		
		Install	No	4		
2.4	End Cap	Supply	No	4		
		Install	No	4		
2.5	Vertical Tee Piece	Supply	No	1		
		Install	No	1		
2.6	Telephone Outlet -RJ11	Supply	No	2		
		Install	No	2		
2.7	Data Outlet - RJ45	Supply	No	2		
		Install	No	2		
2.8	TV Point	Supply	No	1		
		Install	No	1		
3	<u>Socket Outlet</u> Supply and install the following 3-pin socket outlets complete with cover plates in the position as indicated on the drawings, draw boxes measured elsewhere					
3.1	16A 3-pin Double SSO on powerskirting	Supply	No	2		
		Install	No	2		
3.2	16A 3-pin dedicated SSO on powerskirting	Supply	No	2		
		Install	No	2		
3.3	16A 3-Double pin normal SSO with 2 pin and USB port	Supply	No	4		
		Install	No	4		
4	<u>Isolators</u> Supply and install the following isolators complete with cover plate in the position as indicated on the drawings, draw boxes measured elsewhere.					
4.1	30A 2-pole :	Supply	No	2		
		Install	No	2		

5	<u>Light Switches</u> Supply and install the following light switches complete with cover plate in the positions indicated on the drawings, draw boxes measured elsewhere.					
5,1	1 lever 1 way	Supply	No	2		
		Install	No	2		
5,2	Photocell	Supply	No	2		
		Install	No	2		
5,3	Self contained battery exit LED sign	Supply	No	2		
		Install	No	2		
6	<u>Draw Boxes</u> Supply and install the following pressed galvanized steel draw boxes built into brickwork, cast into concrete or built into dry wall.					
6,1	100mm x 100mm x 50mm deep	Supply	No	4		
		Install	No	4		
6,2	100mm x 50mm x 50mm deep	Supply	No	2		
		Install	No	2		
7	<u>Conduits and accessories for both electrical as well as telephone and data installations including couplings, bushes, locknuts, cutting bending, fixing draw boxes in accordance with the specifications.</u>					
7,1	20mm dia PVC - Electrical	Supply	m	100		
		Install	m	100		
7,2	25mm dia PVC - Telephone/Data/Sound System	Supply	m	10		
		Install	m	10		
7,3	50mm dia PVC Sleeves	Supply	m	10		
		Install	m	10		
8	<u>Cover Plates</u> Supply and install the following blank baked enamel cover plates.					
8,1	100mm x 100mm	Supply	No	3		
		Install	No	3		
8,2	100mm x 50mm	Supply	No	2		
		Install	No	2		
9	<u>PVC Insulated Wire</u> Supply and install the following 600/1000V grade PVC insulated wire into conduit, trunking and power skirting as specified. Rate to include terminations					
9,1	2,5mm ² conductors	Supply	m	120		
		Install	m	120		
9,2	6mm ² conductors	Supply	m	50		
		Install	m	50		
9,3	16mm ² 3C conductors	Supply	m	100		
		Install	m	100		

10	<u>Earth Wire in Conduit.</u>					
	Supply and install the following bare stranded earth wire in conduit, trunking and power skirting.					
10,1	4mm ²	Supply	m	50		
		Install	m	50		
10,2	10mm ²	Supply	m	100		
		Install	m	100		
11	<u>Luminaries</u>					
	Supply and install the following luminaries complete with lamps and control gear as specified in the position as indicated on the drawings.					
11,1	Type L2 LED 28W tubes	Supply	No	14		
		Install	No	14		
11,2	Type LED 12W wall mounted bulkhead	Supply	No	8		
		Install	No	8		
12	<u>Draw Wire</u>					
	Supply and install draw wire in conduits for the telephone and data installation.					
	Draw Wire	Supply	m	200		
		Install	m	200		
13	<u>Trunking</u>					
	Supply and install trunking as specified in the position as indicated on the drawings.					
13,1	Trunking - P8000	Supply	m	0		
		Install	m	0		
13,2	Cover plate	Supply	m	0		
		Install	m	0		
13,3	90° Elbow	Supply	No	0		
		Install	No	0		
13,4	Tee	Supply	No	0		
		Install	No	0		
13,5	End Cap	Supply	No	0		
		Install	No	0		
13,6	4-Way	Supply	No	0		
		Install	No	0		
13,7	Hangers	Supply	No	0		
		Install	No	0		
13,8	Internal Splice	Supply	No	0		
		Install	No	0		
14	<u>Earthing and Lightning Protection</u>					
	Supply & install 16mm ² stranded bare copper earth conductor to roof sheeting and earthing electrodes		m	7		
	Supply and Install 16mm 1500mm long "Cadweld " copper coated earth electrodes,complete with clamp,driven into ground		No	4		
	Supply and Install terminations of 16mm ² stranded bare copper earth		No	4		
	Earth Inspection Pit (Earthing testing chamber)		No	1		

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15	<u>Access Control and Alarm System</u> Allow for complete burglar alarm system with all mounting accessories,cabling etc [Specialist Installation].	Item	Sum	0		
16	<u>Certificate of Compliance</u> Test and commision including supplying the engineer a COC for the electrical installation including labelling and all operation and maintenance manuals	Item	Sum	2		
TOTAL ON THIS PAGE						
Total Amount for Existing Buildings		Amount Carried Forward				

STALLS						
[XIMUMUNGWE TAXI RANK]						
BOQ						
Item	Description		Unit	Quantity	Rate	Amount
	NOTE. The complete electrical installation to comply (previously SABS 0142)with the relevant clauses of the SANS Code of Practise for the Wiring of Premises SANS10142 - 1:2003					
1	<u>Distribution Boards</u> Supply and install an LV distribution Board including fully labelled legend cards and new switchgear as shown on the drawings					
1.1	Distribution Boards- DB-s	Supply	No	12		
		Install	No	12		
1.2	Single Phase pre-paid meter	Supply	No	12		
		Install	No	12		
2	<u>Socket Outlet</u> Supply and install the following 3-pin socket outlets complete with cover plates in the position as indicated on the drawings, draw boxes measured elsewhere					
2.1	16A 3-Double pin normal SSO with 2 pin and USB port	Supply	No	24		
		Install	No	24		
3	<u>Isolators</u> Supply and install the following isolators complete with cover plate in the position as indicated on the drawings, draw boxes measured elsewhere.					
3.1	30A 2-pole :	Supply	No	12		
		Install	No	12		
4	<u>Light Switches</u> Supply and install the following light switches complete with cover plate in the positions indicated on the drawings, draw boxes measured elsewhere.					
4.1	1 lever 1 way	Supply	No	12		
		Install	No	12		
4.2	Photocell	Supply	No	12		
		Install	No	12		
5	<u>Draw Boxes</u> Supply and install the following pressed galvanized steel draw boxes built into brickwork, cast into concrete or built into dry wall.					
5.1	100mm x 100mm x 50mm deep	Supply	No	24		
		Install	No	24		
5.2	100mm x 50mm x 50mm deep	Supply	No	12		
		Install	No	12		
6	<u>Conduits and accessories for both electrical as well as</u> telephone and data installations including couplings, bushes, locknuts, cutting bending, fixing draw boxes in accordance with the specifications.					
6.1	20mm dia PVC - Electrical	Supply	m	150		
		Install	m	150		
6.2	50mm dia PVC Sleeves	Supply	m	40		
		Install	m	40		

7	<u>Cover Plates</u> Supply and install the following blank baked enamel cover plates.					
7.1	100mm x 100mm	Supply	No	3		
		Install	No	3		
7.2	100mm x 50mm	Supply	No	3		
		Install	No	3		
8	<u>PVC Insulated Wire</u> Supply and install the following 600/1000V grade PVC insulated wire into conduit, trunking and power skirting as specified.Rate to include terminations					
8.1	2,5mm ² conductors	Supply	m	230		
		Install	m	230		
8.2	10mm ² conductors	Supply	m	150		
		Install	m	150		
9	<u>Earth Wire in Conduit.</u> Supply and install the following bare stranded earth wire in conduit, trunking and power skirting.					
9.1	6mm ²	Supply	m	150		
		Install	m	150		
10	<u>Luminaries</u> Supply and install the following luminaries complete with lamps and control gear as specified in the position as indicated on the drawings.					
10.1	Type L2 LED 28W tubes	Supply	No	12		
		Install	No	12		
10.2	Type LED 12W wall mounted bulkhead	Supply	No	48		
		Install	No	48		
11	<u>Draw Wire</u> Supply and install draw wire in conduits for the telephone and data installation. Draw Wire	Supply	m	320		
		Install	m	320		
12	<u>Earthing and Lightning Protection</u> Supply & install 16mm ² stranded bare copper earth conductor to roof sheeting and earthing electrodes Supply and Install 16mm 1500mm long "Cadweld " copper coated earth electrodes,complete with clamp,driven into ground Supply and Install terminations of 16mm ² stranded bare copper earth Earth Inspection Pit (Earthing testing chamber)		m	20		
			No	32		
			No	32		
			No	1		
13	<u>Certificate of Compliance</u> Test and commision including supplying the engineer a COC for the electrical installation including labelling and all operation and maintenance manuals	Item	Sum	12		
TOTAL ON THIS PAGE						
Total Amount for Stalls		Amount Carried Forward				

Ablutions						
[XIMUMGWE TAXI RANK]						
BOQ						
Item	Description		Unit	Quantity	Rate	Amount
	NOTE. The complete electrical installation to comply (previously SABS 0142)with the relevant clauses of the SANS Code of Practise for the Wiring of Premises SANS10142 - 1:2003					
1	<u>Distribution Boards</u> Supply and install an LV distribution Board including fully labelled legend cards and new switchgear as shown on the drawings					
1.1	MDB-A	Supply	No	1		
		Install	No	1		
2	<u>Isolators</u> Supply and install the following isolators complete with cover plate in the position as indicated on the drawings, draw boxes measured elsewhere.					
2.1	30A 2-pole :	Supply	No	4		
		Install	No	4		
3	<u>Light Switches</u> Supply and install the following light switches complete with cover plate in the positions indicated on the drawings, draw boxes measured elsewhere.					
3.1	1 lever 1 way	Supply	No	3		
		Install	No	3		
3.2	Photocell	Supply	No	1		
		Install	No	1		
4	<u>Draw Boxes</u> Supply and install the following pressed galvanized steel draw boxes built into brickwork, cast into concrete or built into dry wall.					
4.1	100mm x 100mm x 50mm deep	Supply	No	1		
		Install	No	1		
4.2	100mm x 50mm x 50mm deep	Supply	No	3		
		Install	No	3		
5	<u>Conduits and accessories for both electrical as well as</u> telephone and data installations including couplings, bushes, locknuts, cutting bending, fixing draw boxes in accordance with the specifications.					
5.1	20mm dia PVC - Electrical	Supply	m	35		
		Install	m	35		
5.2	50mm dia PVC Sleeves	Supply	m	5		
		Install	m	5		
6	<u>Cover Plates</u> Supply and install the following blank baked enamel cover plates.					
6.1	100mm x 100mm	Supply	No	1		
		Install	No	1		
6.2	100mm x 50mm	Supply	No	1		
		Install	No	1		

7	<u>PVC Insulated Wire</u> Supply and install the following 600/1000V grade PVC insulated wire into conduit, trunking and power skirting as specified.Rate to include terminations					
7,1	2,5mm² conductors	Supply	m	40		
		Install	m	40		
7,2	10mm² conductors	Supply	m	40		
		Install	m	40		
8	<u>Earth Wire in Conduit.</u> Supply and install the following bare stranded earth wire in conduit, trunking and power skirting.					
8,1	6mm²	Supply	m	40		
		Install	m	40		
9	<u>Luminaries</u> Supply and install the following luminaries complete with lamps and control gear as specified in the position as indicated on the drawings.					
9,1	Type D LED 6W downlighter	Supply	No	8		
		Install	No	8		
10	<u>Draw Wire</u> Supply and install draw wire in conduits for the telephone and data installation. Draw Wire					
		Supply	m	60		
		Install	m	60		
11	<u>Earthing and Lightning Protection</u> Supply & install 16mm2 stranded bare copper earth conductor to roof sheeting and earthing electrodes Supply and Install 16mm 1500mm long "Cadweld " copper coated earth electrodes,complete with clamp,driven into ground Supply and Install terminations of 16mm2 stranded bare copper earth		m	4		
			No	2		
			No	2		
12	<u>Certificate of Compliance</u> Test and commision including supplying the engineer a COC for the electrical installation including labelling and all operation and maintenance manuals					
		Item	Sum	1		
TOTAL ON THIS PAGE						
Total Amount for Ablutions		Amount Carried Forward				

SITE PLAN						
[XIMUNGWE TAXI RANK]						
Item	Description		Unit	Quantity	Rate	Amount
1	MINI - SUBSTATION Supply, delivery, installation and commission pole mounted transformer including but not limited to: low voltage bus bars, Voltmeters, CTs, Amp meters, main circuit-breaker, MCCBs to feed the kiosks, security light circuits, Ring main units, Voltage Transformer, accessories necessary and mounting fixtures.					
1,1	25KVA	Supply	No	1		
		Install	No	1		
1,2	Cable route marker	Supply	No	3		
		Install	No	3		
1,3	Danger warning tape	Supply	m	15		
		Install	m	15		
2	KIOSK Supply, install and connect the Main LV Distribution board fully weather-proof-free, busbars, frames, sub-frames, sheet metal frames, on a plinth fixtures and fittings as specified with all equipment fitted in factory standing with circuit breakers complete.	Supply	No	1		
		Install	No	1		
3	HV/LV THREE PHASE CONNECTION Municipal liason and electrical connection application fee including MV cable:	Supply	Sum	1		
4	MANHOLE Supply and install mainhole and position as indicated in drawings					
4,1	Manhole with cover 600 x 600 mm	Supply	No	2		
		Install	No	2		
5	TESTING AND COMMISSIONING(TRANSFORMER CONNECTION) Test, Commision and issue valid C.O.C certificates for kiosk and transformer	Item	Sum	1		
6	GUARANTEE					
6,1	12 Months maintenance with all manuals and maintenance guarantees	Item	Sum	1		
8	EMERGENCY GENERATOR[15Kva 3-PH]					
8,1	Supply and install silent weatherpoof Emergency Generator set complete with ATS as indicated on the drawing as specified.With all accessories including GSM(remote monitoring and first fuel fill.Genset on a plinth	Supply	Sum	1		
		Install	Sum	1		
9	TESTING AND COMMISSIONING(GENERATOR) Test, Commision and issue valid C.O.C certificates for all the installation.[Commisioning Report]	Item	Sum	1		
10	GUARANTEE					
10,1	12 Months maintenance & Guarantee	Item	Sum	1		
11	ESCAVATION Excavate for cable and sleeves trenches including temporary support of sides, keeping excavations dry backfilling and compacting to the Engineers and specification including bedding under and filing arround cable comprising sifted sand					
11,1	Soft soil	Supply	m³	12		

11,2	Hard soil	Supply	m³	15		
11,3	Hard Rock	Supply	m³	10		
12	SLEEVES					
	PVC sleeves laid in trenches or placed in position for casting into concrete or screed and for building into concrete brickwork and sealed off, inclusive of all bends and couplins.					
12,1	110mm	Supply Install	m m	150 150		
13	LOW VOLTAGE CABLES					
13,1	25mm² 4C	Supply Install	m m	80 80		
13,2	16mm² Genset 4C	Supply Install	m m	50 50		
14	Cable Terminations					
	Cable terminations complete including glands, shrouds, lugs connections and commissioning. supply and install the following terminations					
14,1	25mm²	Supply Install	No No	4 4		
14,2	16mm²	Supply Install	No No	4 4		
15	Bare stranded copper cable					
	Bare stranded copper earth wire strapped to cables					
15,1	16mm²	Supply Install	m m	50 50		
15,2	10mm²	Supply Install	m m	25 25		
16	36W Rough guard LED Vandalproof Lights	Supply Install	m m	30 30		
17	Security and Area Lighting(Solar powered 50W LED on 6M Poles) with all accessories	Supply Install	No No	18 18		
TOTAL AMOUNT FOR SITE PLAN CARRIED TO SUMMARY						

GUARD HOUSE						
[XIMUMGWE TAXI RANK]						
BOQ						
Item	Description		Unit	Quantity	Rate	Amount
	NOTE. The complete electrical installation to comply (previously SABS 0142)with the relevant clauses of the SANS Code of Practise for the Wiring of Premises SANS10142 - 1:2003					
	1 Distribution Boards					
	Supply and install an LV distribution Board including fully labelled legend cards and new switchgear as shown on the drawings					
1.1	DB-G	Supply	No	1		
		Install	No	1		
	2 Telephone Board					
	Supply and install the following telephone board as specified in the position and as indicated on the drawings					
2.1	Telephone DB	Supply	No	0		
		Install	No	0		
	3 Power Skirting					
	Supply and install the following power skirting in the position as indicated on the drawings.					
3.1	2-Compartment with cover plate	Supply	M	6		
		Install	M	6		
3.2	90 bend: Inside	Supply	No	1		
		Install	No	1		
3.2	90 bents: Outside	Supply	No	1		
		Install	No	1		
3.3	End Cap	Supply	No	2		
		Install	No	2		
3.4	Vertical Tee Piece	Supply	No	0		
		Install	No	0		
3.5	Telephone Outlet -RJ11	Supply	No	1		
		Install	No	1		
3.6	Data Outlet - RJ45	Supply	No	1		
		Install	No	1		
3.7	TV Point	Supply	No	1		
		Install	No	1		
	4 Socket Outlet					
	Supply and install the following 3-pin socket outlets complete with cover plates in the position as indicated on the drawings, draw boxes measured elsewhere					
4.1	16A 3-pin Double SSO on powerskirting	Supply	No	1		
		Install	No	1		
4.2	16A 3-pin dedicated SSO on powerskirting	Supply	No	1		
		Install	No	1		
4.3	16A 3-Double pin normal SSO	Supply	No	1		
		Install	No	1		

4,4	16A 2- pin normal SSO on Powerskirting	Supply	No	1		
		Install	No	1		
4,5	Underscreed Ducting system(Sub surface outlets protected from damage)	Supply	No	1		
		Install	No	1		
4,6	5A Plug points for Light Fittings.	Supply	No	1		
		Install	No	1		
5	<u>Isolators</u> Supply and install the following isolators complete with cover plate in the position as indicated on the drawings, draw boxes measured elsewhere.					
5,1	30A 2-pole :	Supply	No	1		
		Install	No	1		
6	<u>Light Switches</u> Supply and install the following light switches complete with cover plate in the positions indicated on the drawings, draw boxes measured elsewhere.					
6,1	1 Lever 1 way	Supply	No	2		
		Install	No	2		
6,2	Photocell	Supply	No	1		
		Install	No	1		
7	<u>Draw Boxes</u> Supply and install the following pressed galvanized steel draw boxes built into brickwork, cast into concrete or built into dry wall.					
7,1	100mm x 100mm x 50mm deep	Supply	No	2		
		Install	No	2		
7,2	100mm x 50mm x 50mm deep	Supply	No	2		
		Install	No	2		
8	Conduits and accessories for both electrical as well as telephone and data installations including couplings, bushes, locknuts, cutting bending, fixing draw boxes in accordance with the specifications.					
8,1	20mm dia PVC - Electrical	Supply	m	15		
		Install	m	15		
9	<u>Cover Plates</u> Supply and install the following blank baked enamel cover plates.					
9,1	100mm x 100mm	Supply	No	1		
		Install	No	1		
9,2	100mm x 50mm	Supply	No	1		
		Install	No	1		
10	<u>PVC Insulated Wire</u> Supply and install the following 600/1000V grade PVC insulated wire into conduit, trunking and power skirting as specified.					
10,1	2,5mm ² conductors	Supply	m	15		
		Install	m	15		
10,2	10mm ² 3C conductors	Supply	m	15		
		Install	m	15		

11	<u>Earth Wire in Conduit.</u>					
	Supply and install the following bare stranded earth wire in conduit, trunking and power skirting.					
11.1	6mm ² conductors	Supply	m	15		
		Install	m	15		
12	<u>Luminaries</u>					
	Supply and install the following luminaries complete with lamps and control gear as specified in the position as indicated on the drawings.					
12.1	Type L2 LED 28W tubes	Supply	No	1		
		Install	No	1		
12.3	Type D LED 6W downlighter	Supply	No	1		
		Install	No	1		
12.4	Type B1 LED Bulkhead 12W LED	Supply	No	4		
		Install	No	4		
13	<u>Draw Wire</u>					
	Supply and install draw wire in conduits for the telephone and data installation.					
	Draw Wire	Supply	m	15		
		Install	m	15		
14	<u>Certificate of Compliance</u>					
	Supply the engineer a COC for the electrical installation including labelling	Item	Sum	1		
15	<u>Earthing and Lightning Protection</u>					
	Provisional sum for Earthing and Lightning Protection done by a specialist[drawings provided]	Item	Sum	1		
TOTAL ON THIS PAGE						
Total Amount for Guard House-Carried to Summary		Amount Carried Forward				

ELECTRICAL SUMMARY		
[XIMUNGWE TAXI RANK]		
BILL NO:	DESCRIPTION	AMOUNT
1	Preliminary	
2	Existing Buildings	
3	Stalls	
4	Ablutions	
5	Guard House	
6	Site Plan	
	TOTAL	
	10% CONTIGENCIES	
TOTAL (excl VAT)		

CLIENT HUMAN SETTLEMENTS MPUMALANGA

PROJECT CONSTRUCTION OF XIMUNGWE TAXI RANK

CONTRACT MECHANICAL SERVICES INSTALLATION

Item No.	Description	Unit	Qty	Rate	Amount
A	Additional P & G in accordance with the Standard and Detailed specification				
A1	Compliance with OHS and submission of a file.	Item	1		
A2	Site Establishment/storage Container	Item	1		
A3	Bond and Insurance	Item	1		
A4	Operating , Maintenance Manuals and user training	Item	1		
A5	As-built and shop Drawings	Item	1		
A6	Maintenance During 12 Months Defects Liability Period	Item	1		
A7	Provision of Samples of Materials and Equipment	Item	1		
A8	Scope of Contract including existing site conditions and 90 days tender validity period	Item	1		
A9	Supervision	Item	1		
A10	Transport	Item	1		
A11	Plant and Equipment	Item	1		
A12	Approval of municipal layouts fire etc.	Item	1		
A13	Any additional items that the Tenderer may wish to Detail				
A14	FIXED PRICE TENDER				
	The Tenderer shall offer a fixed price tender save for adjustment for fluctuations in inflation/ forex.	Item	1		
A	TOTAL CARRIED FORWARD TO SUMMARY PAGE				-

CLIENT HUMAN SETTLEMENTS MPUMALANGA
 PROJECT CONSTRUCTION OF XIMUNGWE TAXI RANK
 CONTRACT MECHANICAL SERVICES INSTALLATION

Item No.	Description	Unit	Qty	Rate	Amount
	Design, manufacture, works testing, supply and deliver to site, moving into position, erection, connecting up, site testing, witness testing, providing to insurance inspectors, demonstrating to the Employer, commissioning and maintenance of the complete mechanical systems and equipment as shown on the drawings. Rate to include supply & install				
	CEILING MOUNTED SWEEPER FANS				
B1	Ceiling Mounted 3 blade sweeper fans with controllers	No.	0		
	EXTRACTION FAN				
B2	(WF01) Extraction Fan, Duty 50L/s, Single Phase, In-P 22W	No.	5		
B3	Supply and Install steel weather louvre 300 x 500	No.	5		
B4	Supply and Install motion sensors for fans, wired with all accessories	No.	5		
	INVERTER SPLIT UNIT				
B5	Supply and install 5.8 kW cooling and 5.7 kW heating high wall split unit (AC01) w/ drain pipes and all accessories to make a complete installation	No	1		
B6	REFRIGERANT SUPPLY PIPE (R410A GAS)				
1	Diameter 25mm copper pipe	m	9		
2	Diameter 35mm copper pipe	m	10		
B7	REFRIGERANT PIPE INSULATION				
1	Diameter 25mm copper pipe	m	9		
2	Diameter 35mm copper pipe	m	10		
3	25mm PVC pipe for drainage	m	9		
	Balance Brought forward				

	Balance Brought down				
B8	ELECTRICAL WORK				
	Electrical installation & wiring etc, complete for fan heaters, sweeper fans, and Split units including local starter/isolator switch	Item	1		
	PROJECT ENGINEERING MANAGEMENT AND QUALITY CONTROL				
	Testing, balancing, commissioning and handover of heating and cooling units including compilation of plans and maintenance procedures submitted to the Engineer for approval.				
	TEST & COMMISSION				
B10	Test and Commission the Entire system	Item	1		
B11	Issue a COC by registered person	Item	1		
B	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

CLIENT	HUMAN SETTLEMENTS MPUMALANGA
PROJECT	CONSTRUCTION OF XIMUNGWE TAXI RANK
CONTRACT	MECHANICAL SERVICES INSTALLATION

Item No.	Description	Unit	Qty	Rate	Amount
C1	COLD WATER INSTALLATION				
	Hard drawn copper pipes with capillary type soldered joints made in accordance with manufactures written instructions.Rate to include supply and install				
1	42mm dia. Pipe	m	8		
2	35mm dia. pipe	m	10		
3	28mm dia. pipe	m	10		
4	22mm dia. pipe	m	10		
5	15mm dia. pipe	m	10		
C2	<u>Extra over 42mm dia. pipe capillary soldered fittings.</u>				
1	42mm dia. tee	no.	3		
2	42 x 35 x 42mm dia. tee	no.	2		
3	42 x 28 x 42mm dia. tee	no.	3		
4	42 x 22 x 42mm dia. tee	no.	3		
5	42 x 15 x 42mm dia. tee	no.	2		
6	42mm dia. bend	no.	6		
7	42 x 35mm dia. reducer straight coupler	no.	2		
8	42 x 28mm dia. reducer straight coupler	no.	1		
C3	<u>Extra over 35mm dia. pipe capillary soldered fittings.</u>				
1	35mm dia. tee	no.	4		
2	35 x 28 x 35mm dia. tee	no.	4		
3	35 x 22 x 35mm dia. tee	no.	5		
4	35 x 15 x 35mm dia. tee	no.	2		
5	35mm dia. bend	no.	8		
6	35 x 28mm dia. reducer straight coupler	no.	4		
7	35 x 22mm dia. reducer straight coupler	no.	3		
8	35 x 15mm dia. reducer straight coupler	no.	2		
C4	<u>Extra over 28mm dia. pipe capillary soldered fittings.</u>				
1	28mm dia. tee	no.	4		
2	28 x 22 x 28mm dia. tee	no.	4		
3	28 x 15 x 28mm dia. tee	no.	4		
4	28mm dia. bend	no.	8		
5	28 x 22mm dia. reducer straight coupler	no.	4		
6	28 x 15mm dia. reducer straight coupler	no.	4		
C5	<u>Extra over 22mm dia. pipe capillary soldered fittings.</u>				
1	22mm dia. tee	no.	4		
2	22 x 15 x 22mm dia. tee	no.	8		
3	22mm dia. bend	no.	8		
4	22 x 15mm dia. reducer straight coupler	no.	8		
5	22mm dia. copper to iron adapter	m	10		
C6	<u>Extra over 15mm dia. pipe capillary soldered fittings.</u>				
1	15mm dia. Bend	no.	15		
2	15mm dia. copper to iron adapter	no.	12		
3	15mm dia. tee	no.	10		
	Balance Brought forward				

	Balance Brought down				
C7	Brass fittings				
1	28mm dia. gate valve c/w threads, flanges etc to enable complete	no.	5		
2	22mm dia. gate valve c/w threads, flanges etc to enable complete	no.	5		
3	15mm dia. gate valve c/w threads, flanges etc to enable complete connection	no.	15		
4	35mm dia. gate valve c/w threads, flanges etc to enable complete connection	no.	6		
5	42mm dia. gate valve c/w threads, flanges etc to enable complete connection	no.	3		
C8	Supply & install minimum 25mm fibreglass insulation cladding 0.6mm galvanised steel sheeting muff complete with mitred bends	Sum	1		
C10	uPVC Pipes and fittings with butt welded joints, electro weld sockets and bracketing, all as necessary, as per uPVC - Pipes and fittings for Sanitary Drainage Installations and in accordance with the details, specifications and recommendations for uPVC				
1	50 mm Pipes	m	12		
2	110 mm Pipes	m	15		
3	50 mm Pipes in chase	m	12		
4	110 mm Pipes in chase	m	10		
5	110 mm Reducer to 50mm	no.	10		
6	50 mm 45° Bends	no.	12		
7	110 mm 45° Bends	no.	12		
8	50 mm 90° Bends	no.	15		
9	110 mm 90° Bends	no.	12		
10	50 mm Y-branch fitting	no.	10		
11	110 mm Y-branch fitting	no.	10		
12	50 mm Double Y-branch fitting	no.	10		
13	110 mm Double Y-branch fitting	no.	5		
14	50 mm T-branch fitting	no.	7		
15	110 mm T-branch fitting	no.	6		
16	110 mm (90°) Access pipe with round screwed cover	no.	3		
17	50 mm (90°) Access pipe with round screwed cover	no.	3		
18	110 mm Complete stop end with screwed end	no.	2		
19	50 mm Complete stop end with screwed end	no.	4		
20	50 mm Expansion socket with anchor	no.	6		
21	110 mm Expansion socket with anchor	no.	3		
22	50 mm Two way air relief vent	no.	3		
23	110 mm Two way air relief vent	no.	2		
24	110 mm Two way air relief vent	no.	2		
	Balance Brought forward				

	Balance Brought down				
C12	SOLAR POWERED GEYSER				
	Supply and Install Complete with solar panels, mounting material and accessories direct solar heating systems, Material to be high pressure/temperature stainless steel grade 441 1.5mm, Insulation to be high density polyurethane, external casing to be aluminum, External bends UV protected fibre reinforced with a working pressure of 400kpa.Rate to include al pipework,supply and install				
1	150Litre with 3 Kw backup element. Dia 580mm. Length 1400mm and mass when full 250kg	No.	1		
C15	Supply and Install 2KW @ 4L/s domestic water pumps	No.	1		
	<u>PROJECT ENGINEERING MANAGEMENT AND QUALITY CONTROL</u>				
	<u>TEST AND COMMISSION</u>				
C16	Test and commission the complete watersupply installation system including pressure testing of the all primary flow and return pipes, cold water pipes and hot water delivery pipes and performance test of the installation	Item	1		
C17	Issue a COC by a registered person	No.	1		
C	TOTAL CARRIED FORWARD TO PAGE				

CLIENT HUMAN SETTLEMENTS MPUMALANGA
 PROJECT CONSTRUCTION OF XIMUNGWE TAXI RANK
 CONTRACT MECHANICAL SERVICES INSTALLATION

Item No.	Description	Unit	Unit	Rate	Amount
D	FIRE PROTECTION				
D1	FIRE PROTECTION EQUIPMENT				
	Supply, deliver, installation, testing, commissioning and handing over in working order and maintenance during guarantee period.				
	Hand Held Fire Extinguishers				
1	4.5kg of Dry Chemical Powder fire extinguishers c/w red fire extinguisher cabinet cover.	No	24		
2	890mm Height x 590mm Width x 285mm Depth Fire Extinguishers Cabinet.	No	8		
3	Supply and Install Fire Hose Reel Cabinet	No	8		
D2	Fire Hose Reels				
1	30m pvc fire hose reel c/w a drum, shut off valve 90° bend and dia. 7mm aluminium nozzle and all accessories	No	8		
D3	PIPING				
1	Diameter 100mm HDPE Including Trenching	m	25		
2	Diameter 35mm HDPE Including Trenching	m	60		
3	Diameter 35mm Medium Quality Black Galvanised Mild Steel pipe	m	45		
	Pipe Fittings				
	Equal Tees				
4	Diameter 100mm to Diameter 35mm	No	8		
5	Diameter 35mm to Diameter 25mm to 25mm	No	15		
	BALANCE BROUGHT DOWN				

	BALANCE BROUGHT FORWARD				
	Elbows				
6	Diameter 100mm	No	6		
7	Diameter 80mm	No	12		
8	Diameter 40mm Galvanised Mild Steel Pipe	No.	6		
9	Diameter 32mm Galvanised Mild Steel Pipe	No	10		
10	Diameter 25mm Galvanised Mild Steel Pipe	No	25		
	Reducers				
11	Diameter 100mm to 80mm Galvanised Mild Steel Pipe	No	6		
12	Diameter 40mm to 32mm Galvanised Mild Steel Pipe	No.	6		
13	Diameter 32mm to 25mm Galvanised Mild Steel Pipe	No.	6		
D4	FIRE HYDRANTS				
1	65mm Hydrant Valves	No	1		
2	Dia. 65mm Twin Fire Booster Stand Pipe & Non-Return Valve	No	1		
D5	FIRE SIGNAGE				
	Fire Equipment signage shall be Photoluminescent type.				
1	Hosereel/Ext signs F4 190 x 578	No	8		
2	Extinguisher signs F13 190 x 384	No	28		
D6	PIPE ACCESSORIES				
1	Non Return Valve 100mm Steel	No.	6		
2	Non Return Valve 80mm Steel	No.	6		
3	Non Return Valve 40mm Steel	No.	4		
4	Isolating Valves 100mm Steel	No.	4		
5	Isolating valves 80mm steel	No.	6		
6	Isolating valves 40mm steel	No.	4		
	BALANCE BROUGHT DOWN				

	BALANCE BROUGHT FORWARD				
7	Isolating valves 35mm steel	No.	5		
8	Isolating valves 25mm steel	No.	6		
9	Strainers 100mm steel	No.	4		
D7	Supply and Install complete with all necessary fitting fire Booster pumps, one electric the other one diesel and a jockey pump				
1	Electric Fire Booster pump complete with all fittings and valves 400L/min @ 450kpa	No.	1		
2	Supply and install a jockey pump	No.	1		
3	Supply and install a 10 000L Jojo Tank complete with all accesoories to make a complete installation	No.	1		
D8	PROJECT ENGINEERING AND QUALITY MANAGEMENT				
	Pressure Testing, balancing, commissioning and handover of Fire fighting equipment and Signage including compilation of plans submitted to the Engineer for approval.				
	TEST & COMMISSION				
1	Test and Commission Entire building Fire system	Item	1		
2	Issuing of COC by a registered personal	Item	1		
D	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

CLIENT HUMAN SETTLEMENTS MPUMALANGA
 PROJECT CONSTRUCTION OF XIMUNGWE TAXI RANK
 CONTRACT MECHANICAL SERVICES INSTALLATION

Item No.	Description	R
	COLLECTION PAGE MECHANICAL SERVICES INSTALLATION	
A	TOTAL BROUGHT FORWARD FROM P&Gs MAIN BILL	
B	TOTAL BROUGHT FORWARD FROM HVAC	
C	TOTAL BROUGHT FORWARD FROM WET SERVICES	
D	TOTAL BROUGHT FORWARD FIRE FIGHTING AND SIGNAGE	
	SUB TOTAL	
	ADD 10% CONTIGENCY	
R	TOTAL FOR MECHANICAL SERVICES CARRIED TO MAIN BILL (EXCLUDING VAT)	

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HUMAN SETTLEMENT

**TENDER DOCUMENT FOR THE CONSTRUCTION OF TAXI RANK IN
XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI
DISTRICT IN THE MPUMALANGA PROVINCE**

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is the Construction of a Taxi Rank in Ximhungwe Under Bushbuckridge Local Municipality, Ehlanzeni District of Mpumalanga Province, as well as related services in accordance with the drawings and specifications that will be provided to the contractor.

1.2 Overview of the works

The employer's objective is the Construction of a Taxi Rank in Ximhungwe Under Bushbuckridge Local Municipality, Ehlanzeni District of Mpumalanga Province, as well as related services in accordance with the drawings and specifications that will be provided to the contractor.

1.3 Extent of the works

The employer's objective is the Construction of a Taxi Rank in Ximhungwe Under Bushbuckridge Local Municipality, Ehlanzeni District of Mpumalanga Province, as well as related services in accordance with the drawings and specifications that will be provided to the contractor.

1.4 Location of the works

The site is in Ximhungwe, Bushbuckridge Local Municipality, Ehlanzeni District Municipality, Mpumalanga Province.

GPS Coordinates:

24°52'31"S 31°18'14"E

1.5 Temporary works

There are no temporary works involved on this project.

2 DRAWINGS

The drawings were used for setting up the Bills of Quantities / Schedule of Rates, which are nominal and generic.

3 PROCUREMENT.

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.1.1 Requirements for the sourcing and engagement of labour

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The published rate of pay set for the EPWP must be used for the various categories of labour:

Description	Daily wage for 8-hour work day
Unskilled labour	
Semi-skilled labour	
Skilled labour	
Supervisor	

3.1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income;
- d) those who are not in receipt of any social security pension income

3.1.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 50% women;
- b) 25% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Definitions

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days of training for every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representatives and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representatives require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor shall ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the employer.

The Contractor shall ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, e.g. BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 EPWP labour intensive specification

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5 CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

5 ADDENDA

- 5.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 5.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 5.3 Environmental Management Plan (*ADDENDUM C*)
- 5.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 5.5 Pro-forma Attendance Register (*ADDENDUM E*)

Contract

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Part C3: Scope of work

DHS/226/23/MP CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

Scope of work

- 5.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 5.7 Contractor's monthly report format (*ADDENDUM G*)

MPUMALANGA PROVINCIAL GOVERNMENT

**DEPARTMENT OF HUMAN SETTLEMENT
THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER
BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE
MPUMALANGA PROVINCE**

C4 Site Information

**THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE
MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE**

GPS Co-ordinates:

Latitude: 24°52'31"S

Longitude: 31°18'14"E

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

..... 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“agent” means any person who acts as a representative for a client in the managing the overall construction work.

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

“batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“client” means any person for whom construction work is performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“construction work” means any work in connection with—

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“design” in relation to any structure includes drawings, calculations, design details and specifications;

“designer” means any person who—

(a) prepares a design;

(b) checks and approves a design;

- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and engineers contributing to, or having overall responsibility for the design;
- (e) build services engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) contractors carrying out design work as part of a design and build project;
- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“roof apex height” means the dimensional height in meters measured from the lowest ground level abutting any part of a building to the highest point of the roof;

**“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled
“The Design, Erection, Use and Inspection of Access Scaffolding”;**

**“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the
National Building Regulations;**

**“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety
requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;**

**“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled:
“Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-
tests”;**

“scaffold” means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“structure” means—

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more;

“suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“the Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“tunneling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

(2) The provisions of sub regulation 4. (1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such dwelling upon completion thereof.

(3) The provisions of sub regulations 4. (1)(a) and 5(1), 5. (3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.

Notification of construction work

3.(1) A principal contractor who intends to carry out any construction work shall—

- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
 - (i) the demolition of a structure exceeding a height of 3 meters; or
 - (ii) the use of explosives to perform construction work; or
 - (iii) the dismantling of fixed plant at a height greater than 3m.
- (b) before carrying out that work, notify the provincial director in writing when the construction work—
 - (i) exceeds 30 days or will involve more than 300 person days of construction work; and
 - (ii) includes excavation work deeper than 1m; or

(iii) includes working at a height greater than 3 meters above ground or a landing.

(2) The notification to the provincial director contemplated in sub regulation (1) must be done on the form similar to ADDENDUM A to these regulations.

(3) A principal contractor shall ensure that a copy of the completed form contemplated in sub regulation (2) is kept on site for inspection by an inspector, client, client's agent or employee.

Client

4.(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

(2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub regulation 5(1) and thereafter finally approve the health and safety plan for implementation.

(3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

(4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

(5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

(6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor and Contractor

5. (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.

(2) A principal contractor shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

(3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
- (b) to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
- (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
- (d) to stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- (e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

(4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

(5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (4) and shall finally approve that plan for implementation.

(6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in sub regulation (1), as well as the contractor's health and safety plan contemplated in sub regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.

(7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.

(8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in sub regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

(10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub regulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

(12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

(14) Every contractor shall as far as be reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

Supervision of construction work

6.(1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.

(3) Where the contractor has not appointed an employee as referred to sub regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub regulation (2).

(4) No construction supervisor appointed in terms of sub regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

(5) If, however, the construction supervisor appointed in terms of sub regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favorably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub regulation (1) more appropriately.

(6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

(7) The appointed construction safety officer as contemplated in sub regulation (6) shall as far as is reasonably practicable be utilized to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

Risk assessment

7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

(2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

(3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

(4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

(5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

(6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

(7) Notwithstanding the requirements laid down in sub regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

(9) Every employee on site shall-

- (a) be in possession of proof of the health and safety induction training as determined in sub regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
- (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

Fall protection

8.(1) A contractor shall cause—

- (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
- (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

(2) The fall protection plan contemplated in sub regulation (1), shall include—

- (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
- (c) the programme for the training of employees working from elevated positions and records thereof; and
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

(3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.

(4) Notwithstanding the provisions of sub regulations (1) and (2), the contractor shall ensure that—

- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
 - (d) fall prevention and fall arrest equipment is—
 - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub regulations (2) and (4), it is furthermore indicated in the fall protection plan—
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Structures

9.(1) A contractor shall ensure that—

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;

- (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
 - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

- (a) 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;
- (b) 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;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings 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;

- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) 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;
- (g) 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;
- (h) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) 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 the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) 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; and
- (m) 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 is stable.

Excavation work

11.(1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

(2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

(3) Every contractor who performs excavation work shall—

- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that—

- (aa) permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) 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 contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) 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;
- (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
- (f) 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;
- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) 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 the competent person contemplated in sub regulation (1), 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;
- (i) 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—
 - (i) adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;
- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is

competent in the use of explosives for excavation work and that the procedures therein are followed; and

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

Demolition work

12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.

(3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.

(4) Every contractor who performs demolition work shall—

(a) with regard to a structure being demolished, take steps to ensure that—

- (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;

(b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;

(c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;

(d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;

(e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;

(f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;

(g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and

(h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

(5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

(6) Waste and debris shall not be disposed from a high place by a chute unless the chute—

- (a) is adequately constructed and rigidly fastened;
- (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
- (e) is discharged into a container or an enclosed area surrounded by barriers.

(7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

(8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

(9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

(11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.

(12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

Tunneling

13.(1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of sub regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

Scaffolding

14.(1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

(2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

Suspended platforms

15.(1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

(2) No contractor shall use or permit the use of a suspended platform, unless—

- (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out; and
 - (vii) procedures for and records of maintenance work having been carried out:

Provided that sub regulation (2) shall only become applicable six months from the date of promulgation of these regulations.

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

(4) A contractor need not re-submit a copy of the certificate of system design contemplated in sub regulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.

(5) A contractor shall ensure that the outriggers of each suspended platform—

- (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
- (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

(6) The contractor shall ensure that—

- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;

- (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
 - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
 - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform—
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause—
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;
- (10) Notwithstanding the provisions of sub regulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (11) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub regulation (1), or the suspended platform inspector mentioned in sub regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether—

- (a) all connection bolts are secure;
- (b) all safety devices are functioning;
- (c) all safety devices are not tampered with or vandalized;
- (d) the maximum mass load of the platform is not exceeded;
- (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
- (f) there are no visible signs of damage to the equipment; and
- (g) all reported operating problems have been attended to.

(12) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.

(12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—

- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
- (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least—
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and
 - (iv) information on the procedures to be followed in the case of—
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.

(13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.

(14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

Boatswain's chairs

16.(1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling therefrom.

(2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

Material hoists

17.(1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

(2) A contractor shall cause the tower of every material hoist to be—

- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over travel;
- (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
- (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.

(4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.

(5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

(6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.

(7) No contractor shall require or permit any person to ride on a material hoist.

(8) A contractor shall cause every material hoist—

- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
- (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.

(d) to be properly maintained and that the maintenance records in this regard are kept on site.

(a)

Batch plants

18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

- (a) placed in an easily accessible position; and
- (b) constructed in such a manner as to prevent accidental starting.

(4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub regulation (1).

(6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—

- (a) aware of all the dangers involved in the operation thereof; and
- (b) conversant with the precautionary measures to be taken in the interest of health and safety.

(7) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.

(8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.

(9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.

(10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;

(11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

Contract

19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Provided that the provisions of this sub regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

(2) A contractor shall ensure that—

- (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
- (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
- (c) that the safety devices are in proper working order prior to use;
- (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- (e) the explosive powered tool is not stored in a loaded condition;
- (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) the issuing and collection of cartridges and nails or studs is-
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

(3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been—

- (a) provided with and uses suitable protective equipment; and
- (b) trained in the operation, maintenance and use of such a tool.

Cranes

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;

(f) the tower crane operators are competent to carry out the work safely; and

(g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

Construction vehicles and mobile plant

21.(1) A contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorized 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;
- (e) have safe and suitable means of access;
- (f) are properly organized and controlled in any work situation 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;
- (g) 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;
- (h) 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;
- (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (j) 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.

(2) A Contractor shall furthermore ensure that—

- (a) 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;
- (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) 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;

- (f) 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;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22.Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) 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, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are 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 are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

23.Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;

- (c) 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;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) 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;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Water environments

24.(1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

- (a) preventing workers from falling into water; and
- (b) the rescuing of workers in danger of drowning.

(2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

Housekeeping on construction sites

25.Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the—
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

Stacking and storage on construction sites

26.Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapors or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and

- (m) a siren is installed and sounded in the event of a fire.

Construction welfare facilities

28.(1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No.R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

(2) A 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.

Approved inspection authorities

29.(1) The Chief Inspector may approve as an Inspection Authority any organization that has been accredited in terms of the provision of the Act and these regulations.

(2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

Repeal of regulations

31. The following regulations are herewith repealed:

- (a) Regulations 11, 12, 13, 13C, 13D, 13E, 13F and 13G of the, General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986;
- (b) Regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and
- (c) Regulations 14 of the, General Administrative Regulations promulgated by Government Notice No.R.1449 of 6 September 1996.

Short title

32. These regulations shall be known as the Construction Regulations, 2003.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client: _____

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6. (1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6. (2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site. _____

12. Planned number of contractors on the construction site accountable to principal contractor: _____

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF HUMAN SETTLEMENT

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

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ADDENDUMS:

- A) Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993**
- B) Notification of Construction Work**

1. SCOPE

This specification details the health and safety requirement associated with the Works.

2. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

3. GENERAL

3.1 Employer

3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.

3.1.2 The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works:

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons.

3.2 Contractor

3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a “Notification of Construction Work” form. The Contractor shall submit the notification in writing prior to commencement of work.

3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.

3.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.

3.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

3.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.

- 3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 3.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
- 3.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

4.2 Log Books

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

- 4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.

- 4.2.2 A record of the weekly inspection of first aid boxes.
- 4.2.3 A record of the weekly inspections of ladders
- 4.2.4 A record of the weekly inspections of fire-fighting equipment.
- 4.2.5 A record of the monthly inspections of welding machines.
- 4.2.6 A record of the monthly inspections of oxy-acetylene equipment.
- 4.2.7 A record of the weekly inspections of scaffolding structures.
- 4.2.8 A record of the monthly inspections of builder's hoists.
- 4.2.9 A record of the monthly inspections of mobile and tower cranes.
- 4.2.10 A record of the monthly inspections of lifting gear.
- 4.2.11 A record of the inspections of electrical equipment.
- 4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 First Aid

4.3.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/ agent within twenty-four (24) hours of the

occurrence of the incident.

The representative/ agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work, the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials store shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 Danger Areas

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 Hazard Notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/ agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment or similar activities are taking place.

4.7.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

4.7.5 Gloves

All employees of the Contractor's shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 Road Traffic Ordinance / Transportation Act

4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's license, valid for the class of vehicle which they are required to drive and shall produce the license on request.

4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

4.9 Overhead Power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 Concrete Mixing Equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

- 5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- 5.1.2 The face of an excavation shall not be undercut.
- 5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.
- 5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.
- 5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 Formwork and Support Work

The Contractor shall ensure that:

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) 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;
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of 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 the site of the Works; and

- e) 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 load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

5.3 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -:

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 Safe Working Loads

The Contractor shall ensure that: -

- a) the safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times,
- b) the safe working loads are not exceeded under any circumstances,
- c) all lifting gear is marked with a unique identity number and recorded in a register.

5.5 Electrical Equipment and Procedures Used by the Contractor

5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.

5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

5.7 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 Indemnity of Employer and his Agents

- a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non- compliance.

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward “safety meeting” minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1): _____ 2): _____

For the Contractor: _____ Date: _____

Witnesses: 1): _____ 2): _____

Contract

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Addendum B

Occupational Health and Safety Specification

DHS/226/23/MP CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY,
EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person:

1.3 Contractor's compensation registration number:

1.4 Name and telephone number of Contractor's Construction Supervisor:

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer:

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers:

3.1.2 Architects:

3.1.3 Structural engineer:

3.1.4 Electrical engineer:

3.1.5 Mechanical engineer:

3.1.6 Civil engineer:

3.1.7 Security engineer:

3.1.8 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers:

3.2.2 Architects:

3.2.3 Structural engineer:

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Security engineer:

3.2.8 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

ENVIRONMENTAL MANAGEMENT PLAN – NOT APPLICABLE

ADDENDUM D

Pro-forma Contract between Contractor and Worker

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Details

ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where you will be employed is located at

The contract will start on

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a within the team.

7 While you are working you will report to

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day of 202...

Contractor: Date:

Worker: Date:

Witness: Date:

ADDENDUM E

Pro-forma Attendance Register

EXPANDED PUBLIC WORKS PROGRAMME - THEBALETHU PROJECT			
CONTRACTOR'S PERSON-DAYS, TRAINING AND ATTENDANCE REGISTER			
PARK :		MONTH:	
PROJECT:		CONTRACTOR:	

[illegible]

CODE	CATEGORY
W = WORKING (PAID)	SC = SUPERVISOR / CONTRACTOR
I = ABSENT INJURED / SICK	SW = SKILLED WORKER
X = ABSENT / SENT HOME (UNPAID)	SS = SEMI SKILLED
T = OFF-SITE TRAINING (PAID 100%)	CL = CLERICAL
	UL = UNSKILLED LABOURER

CONTRACTOR	SIGNATURE	DATE
PROJECT MANAGER	SIGNATURE	DATE

ADDENDUM F

Contract Person Days Calculation Format

CONTRACT MAN / DAYS CALCULATION FORMAT

This calculation must be in accordance with the attached Special Public Works Program (SPWP) (ADDENDUM G).

##

The labour value of the contract must be equal to a minimum of 30% of your contract tendered sum.

You will be allowed to use the following values in order to calculate the minimum Man / day requirements: (In Lieu of the R35-00 minimum labour rate per day as specified)

80% General Labour at R50-00 per day
10% Skilled Labour at R80-00 per day
10% Supervisory Labour at R120-00 per day

The Man / days will be calculated as follows:

30% of the Contract sum = Minimum Labour Value.

a) **General Labour**

80% of Labour value divided by R50-00 per day = Labour Man / days.

b) **Skilled Labour**

10% of Labour value divided by R80-00 per day = Skilled Man / days.

c) **Supervisory Labour**

10% of Labour value divided by R120-00 per day = Supervisory Man / days.

d) **Total Man / days**

Total Man / days for the duration of the contract = a + b + c

Example

Say your tender sum equal R1,000,000-00

R1,000,000-00 x 30% = R300,000-00 (Minimum Labour Value)

a) Labour R300,000-00 x 80% / R50-00 = 4800 Labour Man / days

b) Skilled R300,000-00 x 10% / R80-00 = 375 Skilled Man / days

c) Supervisory R300,000-00 x 10% / R120 = 250 Supervisory Man / days.

Contract

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Addendum F

Contact Person Days Calculation Format

DHS/226/23/MP CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

Total Man / days

5425 Man / days

REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The set rates of pay shall not be lower than as recommended in the latest Government Gazette.

For illustrative purposes only, excerpts of minimum rates wage from the Gazette for the period of 01/09/2010 to 31/08/2011 are as follows:

Task Grade	Minimum Wage rate for 01/09/2010 to 31/08/2011
Task 1	17.43
Task 2	17.66
Task 3	18.15
Task 4	18.77
Task 5	22.45
Task 6	25.5
Task 7	29.2
Task 8	32.74
Task 9	37.00

Note: Bidders are to refer to the latest Gazette for the full intent and purpose of the Task grade and the minimum wage rate

ADDENDUM G

Contractor's monthly report format

CONTRACTOR'S MONTHLY REPORT

Part 1

Tender number:	DHS/226/23/MP
Project name:	
Project description:	
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

Part 2

OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Sheet: ...

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of local worker	Identity number	Month worker started	Age of worker	Age (tick applicable column)			
					Woman		Man	
					Over 35 years 2A	35 years & under 2B	Over 35 years 2C	35 years & under 2D
Totals for this sheet								
Totals brought forward from previous sheet								
Totals carried forward to next sheet								

Total number of workers employed =

Completed by:

signed

.....
initials and surname

capacity

```

.....
date

```

WEEKLY TASK WAGE REGISTER (local labourers only)

Sheet:

Entries in this portion to be completed by Foreman									Entries in this portion to be Completed by Contractor				
No.		Day Tasks Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total payment due to worker	Workers signature on receipt of payment	Date payment received by worker
Totals for this sheet													
Totals brought forward from previous sheet													
Totals carried forward to next sheet													

3(A) 3(B)

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

Contract

291

Addendum G

Contractor' monthly report format

DHS/226/23/MP CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE

Part 4

LOCAL LABOUR AND SUPPLIER SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3.)=(1.+2.)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 yrs. and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3.)=(1.+2.)	R

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

ADDENDUM H

COVID-19 Health and Safety Specifications

DOCUMENT TILE

HEALTH AND SAFETY SPECIFICATIONS

COVID-19

03 May 2021

PROJECT NAME:	THE CONSTRUCTION OF TAXI RANK IN XIMHUNGWE UNDER BUSHBUCKRIDGE MUNICIPALITY, EHLANZENI DISTRICT IN THE MPUMALANGA PROVINCE
CLIENT:	DEPARTMENT OF HUMAN SETTLEMENTS MPUMALANGA
PRINCIPAL AGENT:	ZETHU CONSULTING SERVICES
PRINCIPAL CONTRACTOR:	TBA
CONSTRUCTION WORK PERMIT NUMBER	

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- Occupational Health and Safety Measures in Workplace, gazette No 43257 Department of Employment and Labour Risk Adjusted Strategy for Economic Activity

3. COVID-19 WORKPLACE PREPAREDNESS

4. CONCLUSION

DEFINITIONS

“COVID-19” means Coronavirus Disease 2019;

“Disaster Management Act” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“OHS Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“PPE” means personal protective equipment;

“Virus” means the SARS-CoV-2 virus;

“Worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer;

“Workplace” means any premises or place where a person performs work.

“COID Act” means the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993

“Occupationally-acquired COVID-19” means a disease contracted by an employee as defined in the COID Act arising out and in the course of his or her employment.

1. Introduction

The implementation and monitoring of control measures related to the COVID-19 Virus in the workplace post the countrywide lock down. This document identifies the Health and Specifications that are required of the Principal Contractor (employees, sub-contractors and all service providers) engaged in activities associated with the project

2. Objectives

The objective of the COVID-19 return to Work Health and Safety Specification is to ensure that the Principal Contractor, is prepared to manage COVID-19 with the following priority of objectives:

- To protect the personnel on the project site under his/her control from the risk of infection
- The Health and Safety welfare of all personnel on site
- To ensure that all control and preventative measures of the Hazardous Biological Agent (SARS CoV 2 and COVID-19) are followed.

2.1 Aims

To continue to eliminate and prevent all employees from contracting the COVID-19 virus whilst carrying out their duties and tasks at work.

The OHS Act read in conjunction with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. All safe work procedures must be governed by the Act and the various Regulations.

3. Work Preparedness

3.1 Responsibility and Authority

The management team is responsible to the CEO in setting standards and associated objectives, targets in line as referenced by Section 16 of the OHS Act.

Managers, Supervisors and their Occupational Health Safety Representative(s) must monitor compliance for their respective departments and ensure achievement of the objectives in their respective departments in line with and referenced under Section 8 of the OHS Act.

3.2 Site Protocol

The Principal Contractor must ask all employees if any member of their staff is at risk of being sick or carrying illness.

The Principal Contractor must ask these questions:

- Have you, or anyone in your family, been in contact with a person that has tested positive for COVID-19?
 - Have you, or anyone in your family, been in contact with a person that is in the process of being tested for COVID-19?
 - Have you, or anyone in your immediate family, travelled outside of the RSA?
 - Are you having trouble in breathing, dry cough or flu like symptoms?
- Per recommendations, if any answer is “yes”, the worker must be removed from the jobsite immediately and must not be allowed to return to the jobsite without a doctor’s letter verifying “OK to return to work” status.
 - Safety recommends that employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day must be separated from other employees and be sent home immediately. The Principal Contractor must send any worker home if there are any observed symptoms of sickness.
 - The Principal Contractors are instructed to prevent stigma and discrimination in the workplace. Do not make determinations of risk based on race or country of origin.
 - Stop all non-essential visitors
 - Always introduce staggered start and finish times to reduce congestion and contact
 - Monitor site access points to enable social distancing – you may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring
 - Require all workers to wash or clean their hands before entering or leaving the site
 - Allow plenty of space (two metres) between people waiting to enter site
 - Regularly clean common contact surfaces of tools and Equipment, access control and deliveries.
 - Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible
 - Drivers must remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.
 - No large group meetings: limit all meetings to six people or less. The Toolbox safety and DSTI schedule meetings, etc. are to be held with only Supervisor and with personal distance between individuals. (2 Meter)
 - All meetings – Toolbox safety, DSTI schedule, etc. to emphasize personal hygiene and the recommendations to prevent illness.
 - No visitors are permitted to enter Principal Contractor’s workplace, including jobsites,

unless fundamental to the execution of the work.

3.3 COVID-19 Measures:

- Employees who are well but who have a sick family member at home and / or have been in close contact with a person with COVID-19 must stay home and notify their supervisor and refer to guidance for how to conduct a risk assessment of their potential exposure.
- If an employee is confirmed to have COVID-19, the Principal Contractor must inform fellow employees of their possible exposure to COVID-19 in the workplace while maintaining confidentiality. All staff must be sent home and the COVID -19 emergency numbers to be phoned. Employees exposed to a co-worker with confirmed COVID-19 must refer to guidance for how to conduct a risk assessment of their potential.
- The Principal Contractor must monitor and respond to absenteeism at the workplace. The Principal Contractor implement plans to continue essential business functions if they experience higher than usual absenteeism.
- The Principal Contractor must cross-train personnel to perform essential functions so that the workplace is able to operate if key staff members are absent.

3.4 Travel Protocol:

The Principal Contractor must advise employees before considering travel to take certain steps:

- Wherever possible workers must travel to site alone using their own transport and sites need to consider:
 - Parking arrangements for additional cars and bicycles
 - Other means of transport to avoid public transport e.g. cycling
- Providing hand cleaning facilities at entrances and exits. This must be soap and water wherever possible or hand sanitizer if water is not available
- Employees who become sick while travelling or on temporary assignment must notify their supervisor and must promptly call a healthcare provider for advice.
- **The Principal Contractor must enforce a mandatory 14-day self-quarantine upon returning from travel outside South Africa and potentially domestic locations to be determined.**
- Inform supervisor prior to scheduling any travel.

3.5 Hand Washing:

The Principal Contractor must:

- Provide additional hand washing facilities to the usual welfare facilities if a large spread out site or significant numbers of personnel on site
- Ensure soap and fresh water is readily available and kept topped up at all times
- Provide hand sanitizer where hand washing facilities are unavailable

- Regularly clean the hand washing facilities and check soap and sanitizer levels
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal. Sites will need extra supplies of soap, hand sanitizer and paper towels and these must be securely stored.

3.6 Toilet Facilities

The Principal Contractor must:

- Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant
- Ensure that all employees wash hands before and after using the facilities.
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- Avoid the use of portable toilets wherever possible, but where in use these must be cleaned and emptied more frequently.
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.

3.7 Eating Arrangements

The Principal Contractor must ensure that:

- Dedicated eating areas is identified on site to reduce food waste and contamination
- Break times are staggered to reduce congestion and contact at all times
- Hand cleaning facilities or hand sanitizer are available where people eat and are used by workers when entering and leaving the area
- The workforce must be asked to bring pre-prepared meals and refillable drinking bottles from home
- Workers must seat 2 metres apart from each other whilst eating and avoid all contact
- Drinking water must be provided with enhanced cleaning measures of the tap mechanism introduced
- All rubbish must be put straight in the bin and not left for someone else to clear up
- All areas used for eating are thoroughly cleaned at the end of each break and shift.

3.8 Cleaning

The Principal Contractor must ensure that enhanced cleaning procedures are in place across the site, particularly in communal areas and at touch points including:

- Taps and washing facilities,
- Toilet flush and seats
- Door handles and push plate
- Machinery and equipment controls
- Telephone equipment (Cell Phones)

3.9 Training

The Principal Contractor must ensure that a training matrix is composed and completed for all management and staff, aimed specifically at the control and prevention of the COVID-19 Virus.

Subject matter must include but are not limited to:

- Symptoms
- Training
- Monitoring
- Social distancing
- PPE usage

The Principal Contractor must also ensure that all management and staff undertake the specific training prior to the re-commencement of work activities. Proof of training must be maintained by way of registers

3.10 Security

Security staff must be instructed not to allow entry to anyone who does not comply with all the requirements listed below – should a driver and / or helper be found to exceed the guidelines on body temperature, they too must be denied access individually.

Suppliers must ensure that they provide and issue the required PPE to all personnel:

- Drivers and helpers must wear masks
- Drivers and helpers must wear protective gloves
- Drivers and helpers to wear hair coverings
- Drivers and helpers are required to wash their hands thoroughly on entry to the premises
- Drivers and helpers must be screened for body temperature on entry at the gate.

All employees must be screened for body temperature on entering the site by security personnel.

All employees are required to wash their hands on entering the site – alternatively – spray your hands with a sanitizer.

3.11 PPE

While engineering and administrative controls are considered effective in minimizing exposure to COVID-19, PPE is the primary medium to prevent exposures. Remember that the virus is passed on through person to person contact.

No persons are allowed to enter the premises without the wearing of appropriate and published PPE requirements.

Examples of PPE include gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, when appropriate.

- Masks

Masks are compulsory for all employees; personnel and professional team members, reducing the potential of inhaled COVID-19 droplets. For general administration purposes, for essential staff on site only, cloth masks may be worn. N95 masks are only to be worn by first aiders or high risk workers, due to the national shortage thereof.

All employees to have access to N95 or FFPT2 masks when required, only in instances of HIGH RISK OF EXPOSURE

All N95 and FFPT2 masks to be disposed with or after 1 day's use. Induction must also include training on the correct use of face masks.

Cloth face masks must be used on entering and leaving the site. It is advised that each worker is supplied with at least 3 cloth face masks. This would assist ensuring that the masks are hygienic (1 on the face; 1 in the wash and 1 as a backup).

The Principal Contractor must ensure that sufficient stock is at all-time available on site. This will also have depend on the type of mask being issued.

All disposable masks are biological waste and must be properly disposed of. This must be disposed in container (locked) or in bags to be either removed as medical biological waste by registered service provider.

CLEARLY IDENTIFIABLE BINS INDICATING BIOLOGICAL WASTE MUST BE PROVIDED

- **Face Shields**

The principal contractor could also look at options such as full face shields for preventing spreading of virus through eyes. This would assist the employee who is doing hard physical work to breathe more easily but still protecting the mouth, eyes and nose.

Face shields must be cleaned daily before the shift and at the end of the shift. Proper cleaning agents/disinfectant must be used. Face shields must be issued to employees and no sharing is allowed.

- **Overalls**

All employees must be issued with 3 overalls (1 overall wearing; 1 overall in the wash and one as the backup). This will ensure that the employee will be able to wear clean hygienic overalls. This must form part of the COVID-19 training for all employees.

- **Hand Gloves**

It is preferable that surgical gloves are not worn unless indicated and workers trained in the proper use thereof. Gloves must only be used when the activity demand the wearing of specific type of hand gloves. This must be directed by the Principal Contractor's risk assessment.

Site office personnel must be made aware of the risks in the office environment, this includes the handling of documents and plans. These employees must be issued with the appropriate hand gloves or sufficient hand wash / sanitizing facilities must be available in the site office.

3.12 Auditing

Auditing of this guidance as well as specific health and safety requirements under the OHS Act will be undertaken on a weekly basis.

- Non-Compliance by individuals will result in immediate suspension from work activities.
- Verbal and written warnings will be issued, and could result in permanent loss of employment

3.13 Communication

It is of utmost important that daily toolbox talks are conducted, in order to keep staff abreast of any issues, developments and changes implemented by Government, the Company and local communities.

Notices must be posted in prominent locations should any changes and recommendations be implemented coming out of any safety meetings

a. Access rules

The Principal Contractor must install additional signage with site rules specific to the prevention of spreading the COVID-19 virus at the access control points of the site.

b. Notices/Posters with protocols

Notices and posters must be placed and installed to raise awareness and regarding protocols to be followed on site. These notices and posters must be placed conspicuously at various points on the site including the following places:

- Entrance
- Site notice board
- Site Office
- Eating areas
- Next to toilets and bathrooms
- Hand washing stations
- Storerooms

Signage must be posted in and around the work areas as well as in ablutions and change rooms as per the samples below:



3.14 Risk Assessment

The Principal Contractor must ensure that they review and update risk assessments on a regular basis. The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 specific working environments.

	Baseline Risk Assessment	BRA 01
	Prevention of Contacting Corona Virus – COVID 19	
	Safety, Health and Environment	Version 1

Risk Evaluation Table					Persons at Risk	Risk Factors	
Likelihood of Harm Occurring		2 Remote	4 Possible	6 Probable			
Severity of Injury or Harm	6 Fatal / Major Injury	M	M	H	E – Employees C – Contractors O – Others i.e. Members of the Public / Clients employees	25 → 36	High Risk. Intolerable, eliminate, Safety Method Statements to reduce risk to a tolerable level.
	4 Reportable Injury	L	M	M			
	2 First Aid or Minor Injury	L	L	M			
		Likelihood	Severity	Risk Factor	Notes/Comment on Evaluation		
Potential Health Risk		6	6	36	Extremely High Risk – could lead to death		
Potential Ergonomic Risk		2	2	4	Ensure sufficient spacing and avoid close contact between employees		
Environmental Risk		2	2	4	Waste Disposal of used tissues/masks/gloves		

3.15 Demographics of Labour

The Principal Contractor must compile a demographic record of all their staff.

- Age of staff / labour, a procedure to take cognizance of the worker / staff in high risk categories e.g. 60+ and those with underlying medical risks
- Health Status, a record of the person's health conditions specifically those that have been identified as causing complications when infected with COVID-19 Virus
- Socio economic status of the workforce, this may have an impact of the transmission of the COVID-19 virus either from site to the home environment or from home to the workplace.

3.16 Hand and Powered Tools

The Principal Contractor must provide for and ensure the sanitization of all tools on site.

- No sharing of tools, unless they are sanitized between users
- All tools returned to stores are to be sanitized before storage.
- All tools are to be sanitized before being placed in tool bags / boxes
- All tools issued are to be sanitized in front of the recipient prior to issuing.

- All sub-contractors' tools are to be sanitized when accessing / egressing site and prior to the tools being used / stored.

3.17 Plant

The Principal Contractor must provide for and ensure that all plant on site and all plant and transport accessing the site has been sanitized.

- No unauthorized passengers permitted on mobile plant.
- All touch surfaces to be cleaned frequently during the day with disinfectants.
- Before changing operators / drivers the cab must be cleaned with disinfectant solution.
- Records of operator / driver changes to be kept with register of sanitization.
- All touch surfaces to be sanitized at the end of shift.

3.18 Procurement and Storage for COVID-19 PPE and General Supplies

- Availability of personal protective equipment PPE is an imperative and should be available at all times. Where this is not so, the work related to the activity will be stopped until adequate supplies are available.
- Storage of PPE is to be tightly controlled, with records of issue. Damaged PPE is to be managed in the usual way but all to be disposed of as if contaminated.

3.19 Waste Management for COVID-19 Waste

Waste management arrangements must be updated to include provision for the disposal of additional waste generated due to preventative measures implemented. All waste must be managed as hazardous waste.

- Disposal of any gloves, masks

The Principal Contractor must dispose of all used gloves and masks as hazardous waste and provide sealable bags and containers for the safe disposal of this waste.

- Paper towels

The Principal Contractor must provide adequate supplies of paper towels on site. At points where these towels are provided lined waste bins to be placed in order to collect all used towels and then to be disposed of in hazardous waste.

- Disinfectant solution

The Principal Contractor must provide adequate supplies of disinfectant on site where the use of water and soap for cleaning is not practical. If disinfectant dispensers are not refilled it must be disposed with other hazardous waste.

- Wastewater

Wastewater at washing points, toilets, and bathrooms must be contained in a drainage system that prevent surface spills. If wastewater is contained in waste buckets it must be sealed when removed and disinfected after it is cleaned.

3.20 Emergency Planning

An updated emergency plan must be completed that is in line with the current Regulations of the National Disaster Management Act.

- First aid Extra gloves, and disinfectants must be available, first aiders are to be issued with at least FFPT2 masks should they be required to respond.
- Evacuation plans Evacuation plans must consider social distancing.
- Isolation of potentially infected workers

The emergency plan must consider how anyone who arrives on site and displays any of the symptoms, or has a raised temperature.

3.21 Social Distancing at work

The lockdown restrictions may be eased down but that does not mean that there is no need for social/physical distancing anymore.

You spend 8-9 hours at work and must maintain a proper distance from everyone during this time, whether they are symptomatic or asymptomatic. There are no exceptions to this rule.

Appropriate social distancing must be implemented and a 2 metres distance to be maintained. Where this is not possible due to the nature of the task additional PPE to prevent or reduce the risk of transmission must be issued and the use of the additional measures must be enforced.

These measures must include but not limited to:

- Training and education on how to reduce the transmission of COVID-19
- Provision of adequate supplies of PPE
- Monitoring and managing the use of PPE
- Training on the care and washing requirements.
- Sanitizing and washing facilities for workers to provide in the immediate vicinity of where the task has been completed.
- Facilities to be provided for the sanitization of PPE where PPE is used by multiple uses

3.22 Offices, Common areas and Facilities

The Principal Contractor must compile and implement a program for the systematic sanitization of all offices and common areas.

- Common areas must to be sanitized before and after use
- Offices must be sanitized daily.
- Shared offices where the required level of social distancing cannot be maintained, the occupancy numbers must be reduced and the remaining occupants must wear the prescribed PPE at all times.
- Door handles and other touch areas must be sanitized after each use.
- No sharing of office equipment e.g. computers
- No sharing of cell phones or other communication devices
- No preparation of meals permitted on site.

3.23 Notice on Compensation for Occupationally-Acquired Novel Corona Virus Disease (COVID-19)

This notice deals with occupationally-acquired COVID-19 resulting from single or multiple exposures to confirmed cases(s) of COVID-19 in the workplace or after an official trip to high-risk countries or areas in a previously COVID-19 free individual.

The Principal Contractor can claim for occupationally-acquired COVID-19 shall be set out as contemplated in and provided for sections 65 and 66 of the COID Act.

The Office of the Compensation Commissioner shall consider and adjudicate upon the liability of all claims. The Medical Officers in the Compensation Commissioners' Office are responsible for medical assessment of the claim and for the confirmation of the acceptance or rejection of the claim.

The following documentation must be submitted to the Compensation Commissioner

- Employer Report of an Occupational Disease (W.CL.1)
- Notice of an Occupational Disease & Claim for Compensation (W.CL.14)
- Exposure and Medical Questionnaire
- First Medical Report in respect of an Occupational Disease (W.CL.22)
- Exposure history (W.CL.110) and/or any other employment history
- A medical report from Doctor and / or Specialist

4. Conclusion

4.1 General Protocol:

The Principal Contractor must actively encourage sick employees to stay home:

- a. If employees or subcontractor employees are exhibiting any of the following symptoms or behaviour associated with these symptoms, they must be asked to leave the jobsite and/or office and call (or go to) the doctor:
 - i. Fever
 - ii. Cough
 - iii. Shortness of breath
- b. Employees who have symptoms of acute respiratory illness are required to stay home and not come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 48 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. Tylenol, cough suppressants). Employees must immediately notify their supervisor and stay home if they are sick.
- c. The Principle Contractor must communicate with their subcontractors and temporary staffing companies about the importance of sick employees staying home and/or going to the doctor.
- d. Per Safety recommendations, employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day must be separated from other employees and be sent home immediately. Register must be in place for traceability of when and where employ may be in contact been with employees, public or other Contractors.
- e. The Principal Contractor must communicate the following to its employees and sub-contractors:
 - i. Serious respiratory illnesses like influenza, respiratory syncytial virus (RSV), whooping cough, and severe acute respiratory syndrome (SARS) and COVID-

- 19 are spread by:
1. Coughing or sneezing
 2. Unclean hands: Touching your face after touching contaminated objects and touching objects after contaminating your hands
- ii. To help stop the spread of germs:
1. Cover your mouth and nose with a tissue when you cough or sneeze.
 2. Put your used tissue in a waste basket.
 3. If you don't have a tissue, cough or sneeze into your upper sleeve, not your hands.
 4. Remember to wash your hands or sanitize after coughing or sneezing
 5. Avoid unnecessary contact with others
- iii. Use disposal paper tissue and no-touch disposal trash receptacles.
- iv. Clean hands often with an alcohol-based hand sanitizer that contains at least 70% alcohol, or wash hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- v. Perform routine environmental cleaning:
1. Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
 2. Use disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.



c) Information on Coronavirus COVID-19

WhatsApp: Say "Hi" to 0600 123 456

For medical enquiries: National Institute for Communicable Diseases 0800 029 999

4.2 HEALTH AND SAFETY PROTOCOLS TO BE IN PLACE- BEFORE OPENING OF SITE

The Principal Contractor must:

1. Appoint a COVID-19 Compliance Officer
The appointed person must prepare a **COVID-19 Specific Health and Safety File** and monitor the implementation. The file must contain these minimum contents:
 - a. Emergency Contact numbers (Health and Safety Practitioner, NCID Hotline, Rob Ferreira Hospital) must be available in the file and displayed on site.
 - b. COVID-19 Policy
 - The policy must include the company's input and commitment towards psychosocial stressors (living with COVID-19, Stigma of persons who test positive and return to work exposure.
 - The policy must be reviewed and approved by the C.E.O
 - c. Biohazard Risk Assessment (must be prepared by a competent Risk assessor)
 - d. Procedures for medical screening
 - e. Medical Surveillance procedure and fitness for duty certificates
 - f. Induction training manual and communication registers
 - g. Awareness training and communication registers (e.g. COVID-19 Symptoms, Washing of hands, Hand sanitizer Use, etc.)
 - h. Procedures on how to deal with a suspected or confirmed case
 - i. COIDA Reporting procedure and forms
 - j. COVID-19 Incident Management
 - k. Visitors Contact Tracing Forms
 - l. Personal Protective Equipment Register (respiratory protection, face shields, etc.)
 - m. Facilities daily inspection checklists (hand washing soap, clean water, hand sanitizer
 - n. Copies of all regulations/government gazettes issued in terms of COVID-19
 - The above list is not exhaustive, the Principal Contractor can add the contents as and when the government issues updates

--END--