



BID NUMBER SCC 06/2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

CLOSING DATE: 10 JUNE 2026	CLOSING TIME: 11H00
-----------------------------------	----------------------------

NAME OF BIDDER*

ADDRESS*

.....

.....

.....

TEL NUMBER*

FAX NUMBER*

NATIONAL TREASURY'S CENTRALISED SUPPLIER DATABASE NUMBER*

BID AMOUNT, INCL VAT*

(* TO BE COMPLETED BY BIDDER)

SOUTH CAPE TVET COLLEGE

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE
MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.**

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Part T1 : Tendering procedures

T1.1 : Tender Notice and Invitation to Tender

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**T1.1 Tender Notice and Invitation to Tender
PART A
INVITATION TO BID**

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCC 06/2026	CLOSING DATE:	Wednesday, 10 JUNE 2026	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SOUTH CAPE TVET COLLEGE CENTRAL OFFICE BUILDING					
GROUND FLOOR					
125 MITCHELL STREET					
GEORGE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sisanda Mpalala		CONTACT PERSON	Asavela Siganga	
TELEPHONE NUMBER	044 805 4500		TELEPHONE NUMBER	044 805 4500	
FACSIMILE NUMBER	044 884 0361		FACSIMILE NUMBER		
E-MAIL ADDRESS	Sisanda.mpalala@sccollege.co.za		E-MAIL ADDRESS	Asavela.siganga@sccollege.co.za	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2017, 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:	

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 12 published in Government Gazette No. 31823 of 30 January 2009 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. 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

F.1.1 The employer is the SOUTH CAPE TVET COLLEGE

F.1.2 The tender documents issued by the employer comprise the following sections:

Part T1 Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part C2: Pricing data

C2.1 Pricing instructions

Part C3 Scope of work

F.1.4 The employer's agent is:

Name : Ms Sisanda Mpalala

Address : 125 Mitchel Street

George

6530

Tel : 044 – 805 4500

F.2.1 Only those bidders that satisfy the grading requirement of a CIDB grading of a 3 GB OR HIGHER—joint ventures with combined CIDB rating will be accepted, Joint Venture calculator would be used for calculations, as calculated in terms of the CIDB regulations and **registered on the National Treasury's Centralized Supplier Database** are eligible to have their bids evaluated.

Add the following to F.2.1.1:

Joint Ventures are eligible to submit tenders provided that:

- every member of the Joint Venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not more than one lower than the designation determined in accordance with the sum tendered;
- 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;
- The contract participation of each member in a Joint Venture shall be in accordance with the individual member's CIDB contractor grading designation.

F.2.7 **The arrangements for compulsory clarification/briefing meetings are:**

Compulsory Site Briefing Session

- Date: 22 May 2026 (Friday)
- Time: 11:00
- Venue: Mossel Bay Campus, Kreupelhout Street Heiderand Mossel Bay 6500.

Attendance of the briefing session and site visits is compulsory.

F.2.12 **No alternative tender offers will be considered.**

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

Location of tender box: Finance Department, 2nd Floor, South Cape College Central Office

Physical address: 125 Mitchel Street, George

Identification details: **The appointment of a service provider for the Maintenance of Administration Building at the Mossel Bay Campus, South Cape TVET College.**

Couriered tender offers will be accepted but must be deposited by hand into the said tender box.

F.2.13.6 A two-envelope procedure will not be followed

F.2.15 The closing time for submission of bids is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers will not be accepted

F.2.16 The tender offer validity period is 90 days.

F.2.18 **The bidder is to submit the Priced Document (Rates and Final summary page) at closing of tender for evaluation purposes. Failure to comply will render the bidder's offer invalid.**

F.2.23 The bidder is required to submit at closing of tender a **valid** Tax Clearance Certificate or **valid** Tax Compliance Certificate issued by the South African Revenue Services. Failure to comply will render the bidder's offer invalid

Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit a valid tax clearance certificate in respect of each partner. Failure to comply will render the bidder's offer invalid

F.3.4 Tenders will be read out in public on the closing date of the tender

F.3.11 The procedure for the evaluation of responsive tenders is Qualified specifications, Price, and Preference 80/20 scoring.

- A. In order to be considered for a contract in terms of this tender, Tenderers must achieve the minimum score for functionality as stated below
- a) Tenders will be pre-evaluated on the criteria as set out below
 - b) Unclear or incomplete information provided will result in no points being allocated.
 - c) The Tender Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation
 - d) Tenderers must therefore ensure that all information is provided
 - e) The following criteria will be used to calculate points for the functionality of tenders and Tenderers should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below

F3.13.1 **Bid offers will only be accepted (but not limited to, refer also other conditions in this document) if:**

1. the bidder submitted the Priced Document (Rates and Final Summary Page) at close of tender;
2. the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combatting of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
3. the bidder has not:
 - 3.1 abused the Employer's Supply Chain Management System;
 - 3.2 failed to complete any previous contract within the last year;
 - 3.3 submitted more than one offer and
4. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (SBD 4) and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5. the **bidder is registered on the National Treasury's Centralized Supplier Database.**

Part T2 : Returnable documents

T2.1 : List of Returnable Documents

T2.2 : Returnable Documents

SOUTH CAPE TVET COLLEGE

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

T2.1 List of Returnable Documents

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Form of Offer and Acceptance	1	4 Pages	Yes		
Compulsory Enterprise Questionnaire	2	2 Pages	Yes		
Resolution of Board of Directors	3	1 Page	If applicable		
Schedule of proposed sub-contractors	7	1 Pages	Yes		
Declaration of interests	8	3 Pages	Yes		
Declaration of Bidder's past Supply Chain Management practices	9	2 Pages	Yes		
Certificate of Independent Bid Determination	10	3 Pages	Yes		
Capacity of Bidder	11	2 Pages	Yes		
Preference Certificate	13	4 Pages	Yes		
Priced Bills of Quantities	18	15 Pages	Yes		
Valid Tax Clearance / Compliance Pin Certificate issued by the South African Revenue Services		-	Yes		
B-BBEE Status Level Verification Certificate		-	Yes		
Confirmation of CIDB Contractor Registration		-	Yes		
VAT Registration Certificate with SARS		-	Yes		
Compensation for Occupational Injuries & Diseases (COID)		-	Yes		
Certified copy of the Tenderer's and those of each of its Director's municipal accounts/lease agreement/ Proof of address of the company for the month preceding the tender closure date.		-	Yes		
Certificates CK1 & CK2 : Closed Corporation		-	If applicable		
Certificates CM1, CM2, CM27, CM31 & CM46 : Company		-	If applicable		

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name (if applicable)	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Record of Addenda to tender documents	14	1 Page	Yes		
Particulars of Electrical Contractor	15	1 Page	Yes		
Joint Venture	4	1 Page	Yes		
Details of Tenderer	5	1 Page	Yes		
Detail of Directors	6	1 Page	Yes		
The National Industrial Participation Programme	16	2 Pages	Yes		

Returnable Document No 2

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3.1: CIDB registration number, if any:

.....

Section 3.2: South Cape College Accredited Supplier Database Registration Number:

.....

Section 4: Particulars of sole proprietors and partners in partnerships

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- 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;
- 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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 _____

Returnable Document No 3

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

RESOLVED that:

1. The Enterprise submits a Bid to the SOUTH CAPE TVET COLLEGE in respect of the following project:

_____ (project description as per Bid Document)

Bid Number: _____ (Bid Number as per Bid Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

Note:
1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Returnable Document No 4

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Name of Each Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each Enterprise?	
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

Returnable Document No 5

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	
CIDB Registration Number	

Returnable Document No 7

SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.
Tender no:	SCC 06/2026

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

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

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

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

A separate schedule may be provided if space is insufficient

Name of representative	Signature	Capacity	Date
Name of organisation			

Returnable Document No 8

SOUTH CAPE TVET COLLEGE

SBD 4 DECLARA-

TION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:
.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

TIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

Returnable Document No 9

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

Returnable Document No 10

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Returnable Document No 11

CAPACITY OF BIDDER

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.		
Tender no:	SCC 06/2026		
Closing date :	10 JUNE 2026	Validity Period	90 Days

WORK CAPACITY: *The Bidder is requested to furnish the following particulars and attach additional pages if more space is required. Failure to furnish the particulars will result in the bid being disregarded*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

(In the case of projects requiring engineering or specialist services)			
Professional consultants employed			
Categories of consultant	Number	Categories of consultant	Number

1.1. Provide full particulars of:

Machinery	Plant	Workshops

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

1.2. Current projects (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						

1.3 Previous projects during the last 5 years (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						
5						

Name of Bidder	Signature	Date

Returnable Document No 13

SBD6.1

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	10
BBBEE	10
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

“**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.

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**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
- (d) “**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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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)
Garden route area		10		
Western Cape area		5		
Outside Western cape		0		

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:

.....

.....

.....

.....

Returnable Document No 14

RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.
Bid no:	SCC 06/2026

1. I / We confirm that the following communications received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(The tenderer is to attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Bidder	Signature	Date

2. I / We confirm that no communications were received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents.

Name of Bidder	Signature	Date

Returnable Document No 15

PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.
Bid no:	SCC 06/2026

Name of Electrical Contractor:	N/A
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Bidder	Signature	Date

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

1. BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and

multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

VALID TAX CLEARANCE PIN / COMPLIANCE CERTIFICATE ISSUED SARS

TENDERER TO ATTACH CERTIFIED COPY

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TENDERER TO ATTACH CERTIFIED COPY

VAT REGISTRATION CERTIFICATE WITH SARS

TENDERER TO ATTACH CERTIFIED COPY

**CERTIFIED COPY OF TENDERER'S AND THOSE OF EACH OF ITS DIRECTOR'S
COMPANY MUNICIPAL ACCOUNT/ LEASE AGREEMENT/PROOF OF ADDRESS FOR
THE MONTH PRECEEDING THE TENDER CLOSURE DATE**

TENDERER TO ATTACH CERTIFIED COPY

CERTIFICATES CK1 & CK2: CLOSED CORPORATION

TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

CERTIFICATES CM1, CM2, CM27, CM31 & CM46: COMPANY

TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

Part C1: Agreement and Contract Data

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data

C1.3 : Construction Guarantee

C1.4 : Tender conditions and information

Returnable Document No 1

FORM OF OFFER AND ACCEPTANCE

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

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

The Bidder, 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 Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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.

TOTAL BID PRICE (INCLUSIVE OF VAT)

Rand (in words):	
Rand in figures:	R

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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	-----------	---

AND WHO IS (if applicable):

Trading under the name and style of:	B-BBEE Status Level of Contributor	CIDB Registration number:
--------------------------------------	------------------------------------	---------------------------

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE BIDDER:

Print Full Names of representative	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents
 45

The official alternative

Own alternative (only if documentation makes provision therefor) ..

SECURITY OFFERED: (Clause numbers used refer to the applicable clause numbers of the JBCC addendum)

In respect of this contract, the Bidder offers to provide security as indicated below :

- 14.1 a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. Yes No
- 14.2 cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- 14.3 variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
- 14.4 fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- 14.5 cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Bidder elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Bidder are:

Telephone No..... Cellular Phone

No.....

Fax No

Postal address

.....

Banker

Branch

Registration No of Bidder at Department of Labour

.....

Registration No of Bidder at BIBC (if applicable)

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information
- Part 5 Health and Safety Plan; and

Drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above. 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 Bidder 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 Bidder shall immediately 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 the following within 7 calendar days:

1. Occupational Health and Safety Plan (Construction Regulations R.1010 of the Department of Labour's OHS Act (Act No 85 of 1993), as promulgated on 18 July 2003 in Government Regulation Gazette No 7721 (Vol. 456 – No 25207))
2. Proof of registration at the Building Industry Bargaining Council (BIBC) in the form of the Certificate of Compliance issued by the BIBC in terms of clause 6A of the collective Agreement as published in Government Gazette No 22772 dated 1 November 2001
3. Proof of insurance in terms of clause 10 of the JBCC Principal Agreement.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Handing over of the site will take place within 10 working days after the conditions relating to 1 to 2 above have been complied with.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	SOUTH CAPE TVETCOLLEGE
Address of Organisation:	125 Mitchell Street GEORGE 6530

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**CONTRACT DATA:
JBCC 2000 PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)**

CONTRACT DATA FOR:

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021 4626431), Master Builders Association (011-205-9000; 021 6852625), South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (; 011-4860684; 021 424 7128)</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule, as referred to in the contract agreement, is fully contained in this contract data section, contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets</p>
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42.0	PRE-TENDER INFORMATION
42.1	CONTRACTING AND OTHER PARTIES
42.1.1 <i>[1.2]</i>	<p>Employer:</p> <p>SOUTH CAPE TVET COLLEGE</p> <p>Postal address: PO Box 10400 GEORGE 6530</p> <p>Tel: 044 884 0359 Fax: 044 884 0361</p> <p>Physical address: 125 Mitchel Street, GEORGE, 6530</p>
42.1.2 <i>[1.1, 5.1]</i>	Quantity Surveyor: SRQS

42.1.8 [1.1, 5.2]	Agent(6) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A
42.1.9 [1.1, 5.2]	Agent(7) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to Part C3: Scope of Work.
42.2.2 [1.1]	Site description: Refer to Part C4: Site Information.
42.2.3 [22.2]	Work or installations by direct contractors: - NA
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be 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)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods (Delivered to site) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by litigation Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: N/A
42.2.5 [15.2.1]	Possession of the site is to be given within ten (10) working days of the contractor providing the employer with the documents as required in terms of 15.1
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion as a whole shall be 3 months (including 5 working days for inclement weather delays, but excluding builder's shutdown) from the start of the construction period and the penalty per calendar day shall be R 1 500.00 .

42.2.8	For the works in sections: N/A The date for practical completion from the commencement date and the penalty per calendar day: N/A
[24.3.1] [28.1]	The date for practical completion in sections shall be not applicable .
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% <input type="checkbox"/> For the minimum sum of R N/A (N/A)
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million <input type="checkbox"/> For the sum of R N/A (N/A)
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R N/A (N/A) With a deductible of R N/A (N/A)

42.4	DOCUMENTS
42.4.2 [3.7]	One (1) copy of the construction documents will be supplied to the contractor free of charge
42.4.3	Priced Document drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation All changes are specifically indicated at the relevant clauses in Section 1 Preliminaries in this document and tenderers are to familiarize themselves therewith and no claims to this extent shall be entertained.

42.0	<p>POST-TENDER INFORMATION</p> <p>Note: <i>All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</i></p>
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42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p> <p>_____</p> <p>_____</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p> <p>Preliminaries shall divided as follows for payment purposes :</p> <ul style="list-style-type: none"> - Initial establishment charge (payable at first payment certificate) : 20% - Monthly charge : 70% payable in portions by prorating this percentage to the value of work duly executed. - Final disestablishment charge: 10% payable in full after practical completion.
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p> <p>Refer specific provisions as stated under clause 12.2.2 (10.3) of Section B of Preliminaries.</p>

<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>14.1 a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>14.2 cash deposit of 10 % of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>14.3 Variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>14.4 fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>14.5 cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: 15 Dec 2020 to 4 Jan 2021 (This period will be added on to the construction period if applicable)</p>

	<p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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42.8	<p>SIGNATURES OF THE CONTRACTING PARTIES</p>
<p>Thus done and signed at _____ on _____</p>	
<p>_____</p> <p>Name of signatory</p>	<p>_____</p> <p>for and behalf of the Employer who by signature hereof warrants authorisation hereto</p>
<p>_____</p> <p>Capacity of signatory</p>	<p>_____</p> <p>as Witness</p>
<p>Thus done and signed at _____ on _____</p>	
<p>_____</p> <p>Name of signatory</p>	<p>_____</p> <p>for and behalf of the Contractor who by signature hereof warrants authorisation hereto</p>
<p>_____</p> <p>Capacity of signatory</p>	<p>_____</p> <p>as Witness</p>

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 Acceptance or Rejection of a Tender

The College reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The College does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.2 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

1.2.3 Cost of Tender Documents

Payment for tender documents, if specified, must be made electronically or in cash to South Cape College. These costs are non-refundable.

1.2.4 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the College's Accredited Supplier Database to register without delay on the prescribed form. The College reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.5 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink (written) and signed by the authorised signatory to validate the tender. SBD 4: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.6 Compulsory Documentation (Not limited to – refer other conditions in the tender document)

1.2.6.1 Tax Clearance Certificate

(a) A valid original Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the College has an original Tax Clearance Certificate on record. If the South African Revenue Services (SARS) do not confirm the validity of the Tax Clearance Certificate if requested to do so by the College, the bid will be rejected.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless each member is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Certificate for each member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the College, the bid will be rendered to be non-responsive.

1.2.7 Other Documentation

1.2.7.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The College will verify the bidder's CIDB registration during the evaluation process.

1.2.7.2 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the College reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the College, the bid will be disqualified.

1.2.8 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 20 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.9 Samples

Samples, if requested, are to be provided to the College with the tender document.

1.2.10 Quantities of Specific Items

If tenders are called for a specific number of items, the College reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the College if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the College's satisfaction.

1.2.11 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box on the 2nd floor of Central Office at 125 Mitchell Street, George by not later than 11h00 Wednesday, 10 June 2026.**

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.12 Expenses Incurred in Preparation of Tender

The College shall not be held liable for any expenses incurred in the preparation and submission of the tender.

1.2.13 Contact with the College after Tender Closure Date

Bidders shall not contact the South Cape TVET College on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the College, it should do so in writing to the South Cape TVET College. Any effort by the firm to influence South Cape TVET College in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.14 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender document. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

1.2.15 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.16 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the College's Procurement & Supply Chain Management Policy.

1.2.17 Contract

The successful bidder will be expected to sign the relevant agreement.

1.2.18 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) After the award of the contract the Contractor shall not subcontract any additional part of the Contract not listed in the schedule of subcontractors without the prior written consent of the College, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the College in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the College and the subcontractor, or a responsibility or liability on the part of the College to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Extension of Contract

The contract with the successful bidder may be extended at the sole discretion of the College should additional funds become available.

1.2.21 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions, if any.

1.2.22 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the College may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the College as a result of the award of the contract.

1.2.23 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the College's Procurement & Supply chain management system or committed any improper conduct in relation to such system.
 - (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official with this or any past tender.
 - (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.
-

Part C2 : Tendering procedures

C2.1 : Priced Document

Returnable Document No 18

SOUTH CAPE TVET COLLEGE

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

C2.2 PRICED DOCUMENT comprising BILLS OF QUANTITIES

Part C3 : SCOPE OF WORK

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

BILLS OF QUANTITIES FOR THE REMEDIAL WORKS TO EXISTING ADMINISTRATION BUILDING AT SOUTH CAPE TVET COLLEGE, CENTRAL OFFICE.				
<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUAN- TITY</u>	<u>RA TE</u>	<u>AMO UNT</u>
<u>SECTION NO. 1</u>	H1			
<u>BILL NO. 1</u>	H1			
<u>PRELIMINARIES</u>	H1			
<p>Disclaimer While the ASAQS aims to ensure that its publications represent best practice, the ASAQS does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the Preliminaries Model Bill. Such Model Bill is not exhaustive and is therefore only intended to provide general guidance to those who wish to make use of it. This publication is provided "as is" without warranty of any kind, either expressed or implied including but without limitation to warranties of merchantability, fitness for a particular purpose and non-infringement</p>				
BUILDING AGREEMENT AND PRELIMINARIES	H2			
<p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p>				

The JBCC Principal Building Agreement contract data form an integral part of this agreement				
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause				
The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only				
Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents				
PREAMBLES FOR TRADES	H2			
User note	H4			

<p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p>				
<p>Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same</p>				
<p>The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future</p>				
<p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p>				
<p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p>				

The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications				
STRUCTURE OF THIS PRELIMINARIES BILL	H2			
Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement				
Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
Section C : Any special clauses to meet the particular circumstances of the project				
PRICING OF PRELIMINARIES	H2			
Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				
SECTION A: PRINCIPAL BUILDING AGREEMENT	H2			
Interpretation (A1-A7)	H3			
Clause 1.0 - Definitions and interpretation	CONT			
Pricing of bills of quantities	CONT			

<p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities</p>	CONT			
<p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p>	CONT			
<p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p>	CONT			
<p>Abbreviated descriptions</p>	CONT			
<p>The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p>	CONT			
<p>Legal status of contractor</p>	CONT			

If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:	CONT			
1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	CONT			
2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons	CONT			
3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	CONT			
F:..... V:..... T:.....	Item			
Clause 2.0 - Law, regulations and notices	CONT			
Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item			
Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item			
Clause 5.0 - Documents	CONT			
Value Added Tax	CONT			
Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)	CONT			
Priced document as specification Clause 5.4 is deemed to be deleted	CONT			

The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any	CONT			
User note				
Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]	CONT			
F:..... V:..... T:.....	Item			
Clause 6.0 - Employer's agents	CONT			
Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1	CONT			
Delegated authority	CONT			
The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:	CONT			
Add delegated authority as may be required for other relevant consultants not listed hereinafter	CONT			
1. Architect	CONT			
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			

1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works	CONT			
1.2 Contract instructions [6.2; 17.1] :	CONT			
1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
1.2.3 The site [13.0]	CONT			
1.2.4 Compliance with the law, regulations and bylaws [2.1]	CONT			
1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
1.2.7 Removal or re-execution of work	CONT			
1.2.8 Removal or substitution of any materials and goods	CONT			
1.2.9 Protection of the works	CONT			
1.2.10 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
1.2.11 Rectification of defects [21.2]	CONT			

1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
1.2.14 Appointment of a subcontractor [14.0; 15.0]	CONT			
1.2.15 Work by direct contractors [16.0]	CONT			
1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]	CONT			
2. Quantity surveyor	CONT			
2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works	CONT			
2.2 Contract instructions [6.2; 17.1] :	CONT			
2.2.1 No contract instructions delegated to the quantity surveyor	CONT			
3. Civil and structural engineer	CONT			
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			

3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works	CONT			
3.2 Contract instructions [6.2; 17.1] :	CONT			
3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
3.2.3 The site [13.0]	CONT			
3.2.4 Compliance with the law, regulations and bylaws [2.1]	CONT			
3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
3.2.7 Removal or re-execution of work	CONT			
3.2.8 Removal or substitution of any materials and goods	CONT			
3.2.9 Protection of the works	CONT			
3.2.10 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
3.2.11 Rectification of defects [21.2]	CONT			

3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
4. Mechanical engineer	CONT			
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
4.1 Duties [6.2] : The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
4.2 Contract instructions [6.2; 17.1] :	CONT			
4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
4.2.3 Compliance with the law, regulations and bylaws [2.1]	CONT			
4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
4.2.6 Removal or re-execution of work	CONT			
4.2.7 Removal or substitution of any materials and goods	CONT			
4.2.8 Protection of the works	CONT			
4.2.9 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
4.2.10 Rectification of defects [21.2]	CONT			
4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
WET SERVICES	H4			
<u>SUPERVISOR</u>				
-				
Tenderer to allow for a full time working supervisor during the duration of the contract, who shall have the delegated authority to receive instructions and make decisions regarding the contract.	Item			
<u>SITE ESTABLISHMENT</u>				
-				

Tenderers to allow for all costs which may be required in order to place the necessary facilities on site for safe storage and orderly management purposes for the duration of the contract.	Item			
<u>REMOVAL OF WASTE</u>				
-				
Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract.	Item			
<u>HEALTH AND SAFETY</u>				
-				
Allow for Health, Safety and Environmental in accordance with the Specification.	Item			
<u>GENERAL ITEMS</u>				
-				
Any additional, items that the Tenderer deems necessary for the successful and total completion of the portion of the work required for this Bill. Specify:				
Out of town allowance, accommodation & travelling	Item			
SEWER	H4			
<u>JOINT TRADES</u>				
-				
Tenderers to allow for all costs which may be required in order to co-ordinate and liaise with the other Trade Contractors, especially with the electrical contractor.	Item			
<u>SUPERVISOR</u>				
-				

Tenderer to allow for a full time working supervisor during the duration of the contract, who shall have the delegated authority to receive instructions and make decisions regarding the contract.	Item			
<u>SITE ESTABLISHMENT</u>				
-				
Tenderers to allow for all costs which may be required in order to place the necessary facilities on site for safe storage and orderly management purposes for the duration of the contract.	Item			
<u>REMOVAL OF WASTE</u>				
-				
Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract.	Item			
<u>HEALTH AND SAFETY</u>				
-				
Allow for Health, Safety and Environmental in accordance with the Specification.	Item			
ELECTRICAL ENGINEER	CONT			
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
5.1 Duties [6.2] : The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	CONT			
5.2 Contract instructions [6.2; 17.1] :	CONT			

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
5.2.3 Compliance with the law, regulations and bylaws [2.1]	CONT			
5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			
5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
5.2.6 Removal or re-execution of work	CONT			
5.2.7 Removal or substitution of any materials and goods	CONT			
5.2.8 Protection of the works	CONT			
5.2.9 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
5.2.10 Rectification of defects [21.2]	CONT			
5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			

NOTE : The Contractor must not use the Quantities indicated in the Bill to order. These Quantities are merely a guide in order to determine a Contract Value.				
Setting out of works	Sum			
Provide "as built" drawings	Sum			
Additional items that the tenderer wishes to detail in order to complete the contract in good order. No claim will be considered should the tenderer not list such items below.	Sum			
7. Fire consultant	CONT			
Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA	CONT			
7.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works	CONT			
7.2 Contract instructions [6.2; 17.1] :	CONT			
7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	CONT			
7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	CONT			
7.2.3 Compliance with the law, regulations and bylaws [2.1]	CONT			
7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	CONT			

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	CONT			
7.2.6 Removal or re-execution of work	CONT			
7.2.7 Removal or substitution of any materials and goods	CONT			
7.2.8 Protection of the works	CONT			
7.2.9 Making good physical loss and repairing damage to the works [23.2.2]	CONT			
7.2.10 Rectification of defects [21.2]	CONT			
7.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	CONT			
7.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums	CONT			
<u>SUPERVISOR</u>				
-				
Tenderer to allow for a full time working supervisor during the duration of the contract, who shall have the delegated authority to receive instructions and make decisions regarding the contract.	Item			
<u>SITE ESTABLISHMENT</u>				
-				
Tenderers to allow for all costs which may be required in order to place the necessary facilities on site for safe storage and orderly management purposes for the duration of the contract.	Item			

<u>REMOVAL OF WASTE</u>				
-				
Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract.	Item			
<u>HEALTH AND SAFETY</u>				
-				
Allow for Health, Safety and Environmental in accordance with the Specification.	Item			
<u>GENERAL ITEMS</u>				
-				
Any additional, items that the Tenderer deems necessary for the successful and total completion of the portion of the work required for this Bill. Specify:				
Out of town allowance, accommodation & travelling	Item			
8. Health and safety consultant	CONT			
8.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:	CONT			
8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended	CONT			
8.1.2 Prepare and update the health and safety specification for the works	CONT			
8.1.3 Agree with the contractor the health and safety plan for the works	CONT			
8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations	CONT			

8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to	CONT			
F:..... V:..... T:.....	Item			
Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item			
<u>HEALTH AND SAFETY REQUIREMENTS</u>				
-				
<u>Occupational Health and Safety Act 85 of 1993 , other applicable legislation including the Construction Regulations, 2014</u>				
-				
Prepare and Compile Health and Safety plan as per Site Health and Safety Specifications	Once off			
Allow for the preparation of site specific health and safety file including notifying the authorities of the Construction Project	Once off			
Personal protective clothing and equipment (PPE)	Item			
Health and Safety training	No			
Pre-employment, annual and exit medical examination of fitness	Item			
Signage, information display and barricading netting for excavations and laydown areas	Item			
First aid boxes	Once off			

Provision of a full time safety officer (Fully registered with SACPCMP as a CHSO). Allow an amount per month for the duration of the project proposed by the contract.	Per month			
Fencing and securing of the construction site with a solid diamond mesh fence (with green shade netting over it) to prevent unauthorised entrance	Once off			
Wheely bins for waste and disposal for hazardous biological waste	Once off			
Fire Extinguishers	Once off			
PPE (Gloves, Goggles, Earplugs, dust mask)	Daily			
COMMUNITY LIAISON OFFICER (CLO)				
Make a provision for an allowance Nine Thousand Rands (R 9000.00) of the CLO per month for the duration of the project proposed by the contractor.	Per month			
Insurances and securities (A8-A11)				
Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
Clause 10.0 - Insurances F:..... V:..... T:.....	Item			
Clause 11.0 - Securities	CONT			
Guarantee for payment	CONT			

The employer shall provide to the contractor a guarantee for payment in the amount ofRand (R.....) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10]	CONT			
Extension of waiver of lien	CONT			
The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]	CONT			
F:..... V:..... T:.....	Item			
Execution (A12 - A17)				
Clause 12.0 - Obligations of the parties	CONT			
Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]	CONT			
Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]	CONT			
Statutory and other notices	CONT			

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard	CONT			
It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto	CONT			
F:..... V:..... T:.....	Item			
Clause 13.0 - Setting out F:..... V:..... T:.....	Item			
Clause 14.0 - Nominated subcontractors	CONT			
F:..... V:..... T:.....	Item			
Clause 15.0 - Selected subcontractors	CONT			
F:..... V:..... T:.....	Item			
Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:	CONT			
1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials	CONT			
2. Allow the use of personnel welfare facilities, where provided	CONT			

3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation	CONT			
4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]	CONT			
F:..... V:..... T:.....	Item			
Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor	CONT			
F:..... V:..... T:.....	Item			
Completion (A18 - A24)				
Clause 18.0 - Interim completion	N/A			
Clause 19.0 - Practical completion F:..... V:..... T:.....	Item			
Clause 20.0 - Completion in sections	CONT			
F:..... V:..... T:.....	Item			
Clause 21.0 - Defects liability period and final completion	CONT			
F:..... V:..... T:.....	Item			

Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item			
Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]	CONT			
F:..... V:..... T:.....	Item			
Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item			
Payment (A25 - A27)				
Clause 25.0 - Payment	CONT			
Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing	CONT			
F:..... V:..... T:.....	Item			
Clause 26.0 - Adjustment of the contract value and final account	CONT			

Tenant installation/user requirements delayed There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to practical completion	CONT			
Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works	CONT			
The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission	CONT			
Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs	CONT			
Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	CONT			
F:..... V:..... T:.....	Item			
Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item			
Suspension and termination (A28 - A29)				

Clause 28.0 - Suspension by the contractor	CONT			
F:..... V:..... T:.....	Item			
Clause 29.0 - Termination	CONT			
F:..... V:..... T:.....	Item			
Dispute resolution (A30)				
Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item			
Agreement	CONT			
The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
Contract data	CONT			
Tenderer's selections	CONT			
Before submission of his tender the contractor is to complete the tenderer's selections in the contract data	CONT			
F:..... V:..... T:.....	Item			
SECTION B: GENERAL PRELIMINARIES				

Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary	Item			
Definitions and interpretation (B1)				
Clause 1.1 - Definitions F:..... V:..... T:.....	Item			
Clause 1.2 - Interpretation F:..... V:..... T:.....	Item			
Documents (B2)				
Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
Clause 2.2 - Provisional bills of quantities	CONT			
Multiple procurement These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully) measured and the subsequent trades are budgetary allowances and/or provisional sums F:..... V:..... T:.....	Item			
Clause 2.3 - Availability of construction information	CONT			
F:..... V:..... T:.....	Item			
Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item			
Previous work and adjoining properties (B3)				

Clause 3.1 - Previous work - dimensional accuracy (Existing Concrete Slab) F:..... V:..... T:.....	Item			
Clause 3.2 - Previous work - defects (Existing Concrete slab) F:..... V:..... T:.....	Item			
Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
The site (B4)				
Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item			
Clause 4.2 - Enclosure of the works	Item			
Hoarding requirements, other than already described in clause 4.2, in the contract data or drawings				
F:..... V:..... T:.....	CONT			
Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item			
Clause 4.4 - Encroachments F:..... V:..... T:.....	Item			
Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item			

Clause 4.6 - Services - known F:..... V:..... T:.....	Item			
Management of contract (B5)				
Clause 5.1 - Management of the works F:..... V:..... T:.....	Item			
Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item			
Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item			
Samples, shop drawings and manufacturer's instructions (B6)				
Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item			
Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item			
Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item			
Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
Deposits and fees (B7)				
Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item			

Temporary services (B8)				
Clause 8.1 - Water F:..... V:..... T:.....	Item			
Clause 8.2 - Electricity F:..... V:..... T:.....	Item			
Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item			
Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item			
Prime cost amounts (B9)				
Clause 9.1 - Responsibility for prime cost amounts	CONT			
Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc F:..... V:..... T:.....	Item			
Attendance on subcontractors (B10)				
Clause 10.1 - General attendance F:..... V:..... T:.....	Item			
Clause 10.2 - Special attendance	CONT			
F:..... V:..... T:.....	Item			

General (B11)				
Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item			
Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item			
Clause 11.3 - Security of the works F:..... V:..... T:.....	Item			
Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item			
Clause 11.5 - Disturbance	CONT			
The following clause may be used should "disturbance" [11.5] need to be extended	CONT			
Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever F:..... V:..... T:.....	Item			
Clause 11.6 - Environmental disturbance	CONT			

Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc	CONT			
The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works	CONT			
Environmental management plan The employer has prepared an environmental management plan (EMP). The contractor shall price opposite this item for compliance with all the requirements of such EMP F:..... V:.....T:.....	Item			
Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
Clause 11.8 - Vermin F:..... V:..... T:.....	Item			
Clause 11.9 - Overhand work F:..... V:..... T:.....	Item			
Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item			
Clause 11.11 - Advertising F:..... V:..... T:.....	Item			
SECTION C: SPECIFIC PRELIMINARIES				

<p>Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract</p>	CONT			
<p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so</p>	CONT			
<p>The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....</p>	Item			
<p>Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:.....T:.....</p>	Item			
<p>Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:.....T:.....</p>	Item			

<p>Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:.....T:.....</p>	Item			
<p>Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:.....T:.....</p>	Item			
<p>Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....</p>	Item			
Health and safety	CONT			

<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p>	CONT			
<p>Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</p>	CONT			
<p>The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification</p>	CONT			
<p>F:..... V:..... T:.....</p>	Item			
<p>Green star building certification F:..... V:.....T:.....</p>	Item			

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

SUMMARY OF CATEGORIES				
Category : Fixed R..... Category : Value R..... Category : Time R.....	Item			
TOTAL- SECTION 1- BILL NO.1 - PRELIMINARIES AND GENERAL				
SECTION 2	H1			
RENOVATIONS & REFURBISHMENTS	H1			
BILL NO 1	H1			
ALTERATIONS	H1			
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades -----				
SUPPLEMENTARY PREAMBLES	H2			
Unless otherwise stated, all materials from the alterations and demolition will belong to the builder. The builder should allow for the removal of all debris from site and keeping the site				

clean at all times.				
The Contractor should allow for removing of				
rubble from site on daily basis, failing which				
the client might stop the construction until				
the site has been cleaned.				
NATURE OF WORK: Tenderers are				
advised to visit the site and to satisfy				
themselves as to the nature and extent of				
the work to be done and provide in their				
tenders any items not specifically				
mentioned which they may deem necessary				
for the proper completion of the work.				
Tenderers are advised that the existing				
building will be in occupation during the				
progress of the work and due allowance				
must be made for work being carried out at				
such times and in such manner as will least				
interfere with the routine of the occupants				
and as may be directed by the Principal				
Agent.				
NATURE OF WORK: Tenderers are				
advised to visit the site and thoroughly				
acquaint themselves with the nature of				
demolitions, the nature and the extent the				
work to be done and adequate provisions				
are to be made in tendered rates for items				
not specifically mentioned which they may				
deem necessary for the proper completion				

of the work				
THE BUILDING TO REMAIN NON -				
OPERATIONAL: Tenderers are to note that				
all existing buildings of the facility will				
remain occupied and fully operational				
during the construction period and due				
allowance must be made for the work being				
carried out at such times and in such				
manner as directed by the Project Manager				
to ensure the least interference with the				
routine at SOUTH CAPE TVET COLLEGE.				
DEMOLITIONS OF BUILDINGS: Tenderers				
are to note that tendered rates for the				
demolitions of buildings are to cater for the				
following:				
The temporary closing off and/or diversion				
of existing services i.e. water supply, sewer				
lines, etc				
The complete ripping out and removal of				
old foundations and deed underground				
services as referred to above.				
Trenches; holes; etc. created as a result				
of the removal of foundations, services, etc				
shall be backfilled with approved filling				
material and compacted to 95% Mod				
AASHTO density.				

All other disturbed levels shall be ripped				
for a depth of 150mm, including breaking				
down oversized material and compacted to				
93% Mod AASHTO density.				
It will at All times throughout The contract				
period, be expected from the Contractor to,				
immediately after each portion of				
demolishing has been completed, remove				
and cart away all building rubble generated				
to a dumping site to be located by the				
Contractor off the Building premises. The				
temporarily dumping and/or stockpiling of				
rubble on site will not be permitted				
CARTING AWAY OF EXCESSIVE				
AND/OR UNSUITABLE EXCAVATED				
MATERIAL, BUILDING RUBBLE, ETC				
Descriptions for "carting away excessive or				
unsuitable excavated material, building				
rubble from demolitions, etc from site" shall				
be deemed to include the loading and				
hauling of excessive or unsuitable				
excavated material, building rubble from				
demolitions, etc. to a suitable dumping site				
to be located by the Contractor off the				
building site.				
The location of the intended dumping site				

will be subjected to prior written approval of				
the Project Manager.				
The Contractor will also be liable to, upon				
completion, rehabilitate all those areas of				
the dumping site used dumping/spoiling by				
grading the area to follow the adjacent				
ground contours and afterwards compacted				
to 80% Mod AASHTO density, all to the				
satisfaction of the Project Manager.				
Tendered rates must make provision for the				
above-mentioned as no additional claims in				
this regard will afterwards be entertained.				
The re-use of old materials obtained from				
the demolitions in the construction of the				
new buildings, for filling, etc will not be				
perimtted.				
EXISTING SERVICES: Special care is to				
be taken by the Contractor not to interefere				
unnecessarily with existing services. Should				
the contractor encounter any existing				
services such as underground cables, pipes				
or sewers during the execution of the works				
he shall notify the Project Manager				
immediately and suspend all affected work				
in the immediate vicinity until such have				
been dealt with (i.e. removed,				
disconnected, re-routed, etc) and instruction				

to proceed with the work has been given by				
the Project Manager				
The Contractor shall afford every facility to				
Specialist which might be employed by the				
Project Manager to effect the necessary				
removal, disconnection, re-routing, etc of				
services as might be required.				
PROTECTION: In taking down and				
demolishing existing work the utmost care				
is to be observed to avoid any structural or				
other damages to the remaining portions				
and/or adjacent buildings, structures and				
services, etc. It will be expected from the				
Contractor to, at all times, employ adequate				
precaution measures in this regard and to				
provide all necessary materials for so doing				
The Contractor will be held solely				
responsible for any damages to persons or				
property and for the safety of the structures				
throughout the whole of this Contract and				
shall make good at his own expense any				
such damages arising out of his failure to				
adhere to the aforesaid requirement.				
FILLING: Where described as "including				
back filling", "back filling" shall mean the				
filling of all trenches, holes, etc. with				
approved gravel filling (Minimum G5				

standard) to be obtained from a commercial				
source and compacted to 93% Mod				
AASHTO density.				
OLD MATERIAL:				
Unless specifically otherwise described, all				
other old materials from demolitions are to				
become the property of the SOUTH CAPE TVET COLLEGE, therefore,				
tendered rates for demolitions must cater				
for adequate credit in this regard.				
It will be expected from the Contractor that				
all old materials not required, rubble,				
rubbish, etc. to be immediately carted away				
and site left clean and unencumbered at all				
times.				
MEASUREMENT: Measurement given are				
approximate and the Contractor is advised				
to view the site and existing structures to be				
demolished and to thoroughly acquaint				
himself with the extent of the work to be				
done.				
Any errors to the tendered rates in this				
regard shall be Contractor's expense as no				
claims in this regard will be entertained				
afterwards				
TENDER: The submission of a tender will				

imply that the Contractor has physically				
visited the site and fully understands the				
content and extent of the work described in				
this Bill and, therefore, accepts that no				
claims in this respect will thus be				
entertained afterwards.				
DIMENSIONS The Contractor is advised to				
take all dimensions affecting the existing				
buildings on the site, as he will be held				
solely responsible for all new work being of				
the correct size.				
PIPES, ETC Special care is to be taken not				
to interfere unnecessary with any supply				
pipes or other piping that may be met with				
and found necessary to disconnect or cut,				
are to be effectively stopped off and any				
new connections that may be necessary are				
to be made with proper fittings and to the				
satisfaction of the PA to whom due notice				
must be given of any alterations to the				
existing services.				
PROTECTION In taking down and				
removing existing work the utmost care is to				
be observed to avoid any structural or other				
damage to the remaining portions of the				
buildings. The Contractor must also protect				
all work not removed such as walls, floors,				
doors, windows or other joinery, loose and				

fixed fittings and electrical appliances, etc.				
from damage during the progress of the				
work and provide all necessary materials for				
doing so. The Contractor will be held solely				
responsible for any damage to persons or				
property and for the safety of the structure				
throughout the whole of this Contract and				
must make good at his own expense any				
damage that may occur.				
CREDITS, ETC Old materials from the				
pulling down (except such as described to				
be re-used) are to become the property of				
the SOUTH CAPE TVET COLLEGE. Old materials for re-use are to be				
carefully removed, stored and protected				
from injury including making good any				
damaged or defective parts as required				
before fixing. Old materials described to be				
handed over are to be carefully removed				
and neatly stacked on site where directed.				
The remainder of the old materials and all				
rubbish to be immediately carted away and				
the site left clean and unencumbered. None				
of the old stock bricks from the pulling down				
are to be re-used for any new work.				
MATERIALS, ETC The materials to be used				
and work to be done to be similar in all				
respects to that described for new work				
insofar as they concur. All work in making				
good is to be properly jointed to the existing.				

Note: The contractor to allow in his rate cost				
for the sending off of all removed materials to a				
salvage yard to be located by the contractor				
The salvage yard should not be more 12 km				
from site.				
TAKE OUT AND REMOVAL OF EXISTING SCREED	H3			
Screed	H4			
Take out and remove existing 85mm screed on top of 1st floor slab, make good to the surface area to accommodate new screed as per the specifications of the architect and cart away the removed materials to the salvage yard to be identified by the contractor. This item shall include the removal of the vegetation	m2			
TAKE OUT AND REMOVAL OF EXISTING PARTITION WALLS	H3			
Partition walls	H4			
Carefully, take out and remove existing 280mm partition walls as per architect's instruction, prepare to the area to accommodate new load bearing walls as per the specifications of the architect and cart away the removed materials to a location to be located by the contractor.	m2			
CONCRETE SLAB PROPPING				
Allow an amount for the propping of the concrete slab during the works, the propping equipment will remain on site until engineer gives an instruction to decommission. The area to be covered is 600m2 and the height shall not exceed 4.5m.	Item			

FULL BORE DRAINAGE	H4			
Carefully, assess the existing full bores, remove any accumulated dirt and water using pressure-based tool. Test and and commission .	No			
NEW FULL BORE DRAINAGE	H4			
Install new 110mm full bores inclusive of all 110mm piping (60m) work as per engineer specifications. The installation shall allow for testing and commissioning.	No			
ALLOW REMOVAL OF EXISTING FURNITURE				
Furniture including currently stored materials of the college to be removed and stored in a safe store to be located by the contractor. Prior pricing, the contractor must inspect the amount of furniture to be removed.	Item			
Deep cleaning	H4			
Deep cleaning and make good to the environment in and around the contractor sites.	Item			
TOTAL SECTION 2 - BILL NO.1 - ALTERATIONS				
SECTION 2				
BILL No. 2				
-				
EARTHWORKS				
EXCAVATION, FILLING, ETC				

For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.				

<u>SUPPLEMENTARY PREAMBLES</u>	H2			
<u>Nature of ground</u>	H4			
The nature of the ground is assumed to be sandy weathered granite, therefore "earth", but possibly interspersed with "hard rock"				
<u>Excavation for working space in rock</u>	H4			
Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be				
<u>Carting away of excavated material</u>	H4			
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
<u>Filling</u>	H4			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material				

<u>Soil poisoning</u>	H4			
Ant and weed poisoning will be applied in accordance to SABS specifications by Registered and Approved Specialists who will issue a five (5) year guarantee. The contractor will only be paid for this items once they have produced the said certificate to the Principal Agent				
<u>EXCAVATION</u>	H2			
Excavation not exceeding 2 m in earth below natural, filled and compacted, or reduced ground level, for :	H4			
Trenches	m3			
Extra over trench and hole excavations in earth for excavation in:	H4			
Soft rock	m3			
Hard rock	m3			
Extra over all excavations for carting away	H4			
Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor within 12km from the building site	m3			
Imported material compacted to 95% MOD AASHTO Density	H4			
G5 imported material in filling carting away surfaces compacted	m3			
Risk of collapse of excavations	H4			

Sides of trench and hole excavations not exceeding 1,5m deep	m2			
Keeping excavations free of water				
Keeping excavations free of all water other than subterranean water	Item			
Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density				
Backfilling to trenches, holes, etc	m3			
SOIL POISONING	H4			
Soil insecticide				
Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2			
TOTAL - SECTION 2 - BILL 2 -EARTHWORKS				
SECTION 2				
<u>BILL No. 3</u>				
-				
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.				

SUPPLEMENTARY PREAMBLES	H2			
<u>Cost of tests</u>	H4			
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 and to the approval of the architect. (Test cubes are measured separately)				
Breeze concrete shall consist of twelve parts clean dry furnace ash, free from coal or other foreign matter, to one part cement (12:1), the ash graded up to particles which will pass a 16,5mm ring from a minimum which fails to pass a 4,75mm mesh. The finer materials from the screening are to be first mixed with the cement into a mortar and the ash added afterwards and thoroughly incorporated				
<u>Formwork</u>	H4			
Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself				

Formworks to soffits of solid slabs etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described				
Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described				
Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
<u>PRECAST CONCRETE</u>	H2			
<u>Concrete lintels</u>	H3			
110 x 75mm precast concrete lintels as per the engineers spec.	m			
Concrete coping				
Coping	m			
UNREINFORCED CONCRETE	H4			
15MPa concrete	H4			
50mm concrete blinding on excavated surface	m3			
REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H3			
30MPa/19mm concrete	H4			

Strip foundations	m3			
Beams	m3			
TEST BLOCKS	H4			
Making and testing 150 x 150 x 150mm concrete strength test cube	No			
REINFORCEMENT	H3			
High tensile steel reinforcement to structural concrete work	H4			
12mm-16mm Diameter bars	t			
TOTAL - SECTION 2 - BILL 3 - CONCRETE, FORMWORK AND REINFORCEMENT				
SECTION 2				
<u>BILL No. 4</u>				
-				
<u>MASONRY</u>				
For preambles see "Model Preambles for Trades (2008				
Edition)" and Supplementary preambles as specified in the				
Trades.				

SUPPLEMENTARY PREAMBLES	H2			
BRICKWORK	H2			
Sizes in descriptions	H4			
Where sizes in descriptions are given in brick units, "one brick"				
shall represent the length and "half brick" the width of a brick				
Linings to concrete	H4			
Descriptions of linings to concrete, unless otherwise described,				
shall be deemed to include wire ties				
Hollow walls etc	H4			
Descriptions of hollow walls shall be deemed to include wire				
ties and leaving every fifth perpend of the bottom course of the				
external skin open as a weep hole				
Reinforced brick lintels	H4			
Lintels shall bear at least 160mm onto adjacent walling. Where				
such bearing cannot be obtained due to the proximity of				
adjacent openings the lintel shall be continuous				
Face bricks	H4			
Bricks shall be ordered timeously to obtain uniformity in size				
and colour				

Pointing	H4			
Descriptions of recessed pointing to fair face brickwork and				
face brickwork shall be deemed to include square recessed,				
hollow recessed, weathered pointing, etc				
FOUNDATIONS (PROVISIONAL)	H2			
Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar	H4			
One brick wall	m2			
Brickwork reinforcement	H4			
150mm Wide reinforcement built in horizontally	m			
Galvanised hoop iron cramps, ties, etc				
40 x 1,6mm Wall tie 550mm long with one end shot pinned to concrete and other end built into brickwork	No			
SUPERSTRUCTURE	H3			
Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar	H4			
One brick wall	m2			
BRICKWORK SUNDRIES	H3			
Brickwork reinforcement	H4			

150mm Wide reinforcement built in horizontally	m			
TOTAL - SECTION 2 - BILL 4 - MASONRY				
SECTION 2				
BILL No. 5				
-				
<u>WATERPROOFING</u>				
For preambles see "Model Preambles for Trades (2008				
Edition)" and Supplementary preambles as specified in the				
Trades.				
DAMP-PROOFING OF WALLS AND FLOORS				
One layer of 375 micron approved embossed damp proof course	H4			
In walls	m2			
WATERPROOFING TO FLAT ROOFS INCLUDING PARAPET WALLS, UPSTAND BEAMS, DRAINAGE SYSTEMS OUTLETS AND SERVICE PENETRATION.				
Clean and dry concrete surfaces, and maintain the fall as per architect's specifications.	m2			
Apply a coat of bituminous primer to the concrete surface before installing Derbigum SP4. The bituminous primer shall also be applied on slab soffits to rehabilitate the cracks.	m2			

One layer of Derbigum SP4 membrane fully bonded by torch-fusion, side laps at 75mm and end laps at 100mm. Fillets should be installed at all internal angles to prevent sharp corners. Conduct a flood test to verify the integrity and performance of the system before application of finishes. The contractor to provide 10 years guarantee for an approved Derbigum supplier.	m2			
Finish the membrane with two coats of acrylic paint as per architect's specifications.	m2			
TOTAL - SECTION 2 - BILL 5 - WATERPROOF				
SECTION 2				
BILL No. 6				
-				
<u>CARPENTRY AND JOINERY</u>				
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.				

SUPPLEMENTARY PREAMBLES	H2			
Particle board:	H3			
Particle board shall comply with the following specifications:				

a) SABS 1300 Particle board: exterior and flooring type				
b) SABS 1301 Particle board: interior type				
Joinery:	H3			
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				
Fixing	H3			
Items described as "nailed" shall be deemed to be fixed with				
hardened steel nails or shot pins to brickwork or concrete				
Decorative laminate finish:	H3			
Laminate finish shall be glued under pressure. Edge strips				
shall be butt jointed at junctions with adjacent similar finish				
DOORS ETC				
Wrought meranti doors hung to steel frames				
44mm Framed double door in two equal leaves, each leave with horizontal battens on both sides, size 900 x 2100mm high, hung folding with rebated meeting stiles (D1)	No			
TOTAL - SECTION 2 - BILL 6 - CARPENTARY AND JOINERY				

SECTION NO.2	H1			
BUILDING WORK	H1			
BILL NO.7	H1			
CEILING , ETC.	H1			
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.				

SUPPLEMENTARY PREAMBLES	H2			
Descriptions:	H4			
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				
CEILING CONSTRUCTION, CORNICES, ETC.	H2			

Insulation	H2			
100mm glass fibre insulation blanket to manufacturer's specification, laid on ceiling.	m2			
Cove moulded gypsum cornice, overall size 75 x 75mm high, fixed using a utility adhesive, all in accordance with the manufacturer's recommendations.	H4			
75mm Coved cornices	m			
Skimmed ceiling	H4			
Skimmed ceiling system with 9mm thick plasterboard fixed at right angles using 25mm drywall screws at 150mm centres to steel brandering comprising steel brandering at 400mm centres in one direction only. All joints are to be covered with fibre tape and the entire surface plastered with 3mm to 6mm thick skimming plaster.	m2			
Extra over ceiling for opening for 610 x 610mm trap door of 50 x 76mm wrought softwood rebated framing with one 38mm x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No			
TOTAL - SECTION 2 - BILL NO 7 - CEILINGS, ETC.				
SECTION NO.2	H1			
BUILDING WORKS	H1			
BILL NO.8	H1			

TILING	H1			
For preambles see "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the Trades.				

SUPPLEMENTARY PREAMBLES	H2			
Descriptions	H4			
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				
FLOOR TILING	H2			
Porcelain Tile, size 600 x 600mm, fixed to internal floor screed with TAL tile adhesive mixed with TAL Bond® in lieu of water with joints continuous in both directions and grouted with TAL tile grout, excess grout on the surface to be cleaned with water as work proceeds. (Technical Specification to be issued by supplier/manufacturer).	H4			
Porcelain Floor Tiles	m2			
Skirting	H4			

Porcelain tiles (to match floor tile), size 600 x 600mm cut to 100mm height, fixed to wall with tile adhesive and grouted with tile grout, excess grout on the surface to be cleaned with water as work proceeds. Trim: 12mm Aluminium tile trim fixed to substrate with an approved adhesive.	m			
TOTAL - SECTION 2 - BILL NO 8 - TILING.				
SECTION 2				
<u>BILL No. 9</u>				
-				
<u>IRONMONGERY</u>				
For preambles see "Model Preambles for Trades (2008				
Edition)" and Supplementary preambles as specified in the				
Trades.				

SUPPLEMENTARY PREAMBLES	H2			
Descriptions	H4			
Items described as "plugged" shall be deemed to include				
screwing to fibre, plastic or metal plugs				
Finishes to ironmongery	H4			
Where applicable finishes to ironmongery are indicated by				

suffixes in accordance with the following list:				
BS Satin bronze lacquered CH Chromium plated				
SC Satin chromium plated				
SE Silver enamelled				
GE Grey enamelled				
AS Anodised silver				
AB Anodised bronze				
AG Anodised gold				
ABL Anodised black				
PB Polished brass				
PL Polished and lacquered				
PT Epoxy coated				
SD Sanded				
HINGES, BOLTS, ETC				
150mm Lever flush bolts	No			
HINGES: Two ball-bearing butt hinges with Stainless Steel finish.	No			

LOCKS	H4			
Locksets including handles	H4			
Double cylinder lockset.	No			
HANDLES: Handle on 150 x 45mm pressed backplate with Anodised Silver finish including Euro Profile cylinder upright lock case and 66mm Euro Profile double cylinder.	No			
SUNDRIES	H3			
DOORSTOP: Aluminium doorstop with anodised Silver finish.	No			
LETTERS, NAMEPLATES, ETC	H3			
Natural anodised aluminium plates engraved with international pictograms in colour	H4			
SIGNAGE: "Name plate" engraved grade 304 Stainless Steel sign, size 150 x 150 x 1,2mm with counter-sunk fixing holes plugged and screwed with aluminium screws.	No	8		
TOTAL - SECTION 2 - BILL 9 - IRONMONGERY				
SECTION 2				
<u>BILL No. 10</u>				
-				

METALWORK				
For preambles see "Model Preambles for Trades (2008				
Edition)" and Supplementary preambles as specified in the				
Trades.				

Descriptions	H4			
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				
Drawings	H4			
Tenderers are referred to architect's drawings annexed to this				
document for full details of the windows, doors, etc				
PRESSED STEEL DOOR FRAMES	H3			
1,2mm Rebated frames suitable for one brick walls	H4			
Frame for single door 900 x 2100mm high (D1)	No	4		

TOTAL - SECTION 2 - BILL 10 - METALWORK				
SECTION 2				
BILL No. 11				
-				
PLASTER				
For preambles see "Model Preambles for Trades (2017				
Edition)" and Supplementary preambles as specified in the				
Trades.				
SCREEDS	H3			
3:1 Cement plaster screeds steel trowelled on concrete slab	H4			
30mm Thick on floors screed to fall	m2	635,03		
INTERNAL PLASTER	H3			
12mm smooth wall plaster on brickwork	H4			
On walls	m2	133,01		
On narrow widths	m2	15,96		
TOTAL - SECTION 2 - BILL 11 - PLASTER				

SECTION NO.2	H1			
BUILDING WORK	H1			
BILL NO. 12	H1			
PAINTWORK	H1			
For preambles see "Model Preambles for Trades (2008				
Edition)" and Supplementary preambles as specified in the				
Trades.				

PAINTWORK ETC TO NEW WORK	H2			
ON FLOATED PLASTER	H2			
Low sheen acrylic emulsion paint (colour to later spec) to new cement plaster. Surface to be dry, sound, and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale – 8% or less. Prime with one coat Professional Plaster Primer with an overcoating time of 16 hours drying time between coats. (Colour TBD).	H4			
On plastered walls	m2	417		
Narrow widths	m2	42		
ON METAL	H2			

<p>Polyurethane Enamel to new mild steel. The surface is to be clean and dry. Remove surface contaminants using a degreaser with a bristle brush or Brillo pads. Rinse thoroughly with tap water until the surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat 75 Zinc Phosphate Epoxy Primer with an overcoating time of 4 hours and finish with two coats of Polyurethane Enamel with 30 minutes drying time between coats, for a maintenance cycle of 8 years in a C1 - inland environment. Colour: Anthracite Grey</p>	H4			
Steel door frame	m2	7		
ON WOOD	H2			
<p>Polyurethane varnish to new interior wood. Sand with abrasive paper, leaving surface clean and dust free. Apply two coats varnish (Eggshell finish) with an overcoating time of 18 hours.</p>	H4			
On doors	m2	8		
TOTAL - SECTION 2 - BILL 12 - PAINTWORK				
TOTAL SECTION 2: REMEDIAL WORKS TO EXISTING ADMINISTRATION BUILDING				
SECTION 3: CONTINGENCIES				
<u>SECTION NO.3</u>	H1			

<u>BUILDING WORKS</u>	H3			
<u>BILL NO.1</u>	H1			
<u>CONTINGENCIES</u>	H2			
<u>Contingencies</u>	H4			
Allow 10% of the measured works including P&Gs for the purposes of the contingencies. The contingencies to be used at the discretion of the client supported by the principal agent.	SUM	1		
TOTAL SECTION NO.3 - BILL NO.1 - CONTINGENCIES				
SUMMARY				
SECTION 1: PRELIMINARIES AND GENERALS				
SECTION 2: ROOF REHABILITATION				
SECTION 3: CONTINGENCIES				
TOTAL EXCLUDING VAT				
VAT @ 15%				
TOTAL INCLUDING VAT				

SOUTH CAPE TVET COLLEGE

C3 SCOPE OF WORK

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

1. Maintenance services for South Cape TVET College .

C3.1.2 Overview of the works

For detail of the new works refer attached drawings and Priced Document

C3.1.3 Extent of the works

- Maintenance services for South Cape TVET College.
- For detail of the new works refer attached specifications and Priced Document.

C3.1.4 Location of the works

Addresses:

Mossel Bay campus, Krepeulhout street, Heiderand Mossel bay 6506.
South Cape TVET College,

C3.1.5 Temporary works

N/A

C3.2 LIST OF DRAWINGS

The following drawings are applicable to the contract:

A4 drawings are attached at the back of this Priced Document

C3.3 PRO FORMAS

C3.3.1 Forms required during contract administration

Refer Preliminaries, Section C for detail of forms that will have to be submitted during construction.

C3.3.2 Pro Formas included

N/A

Part C4 : ANNEXES

1. HEALTH AND SAFETY SPECIFICATION

DRAWINGS

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

AT

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ADMINISTRATION BUILDING AT THE MOSSEL BAY CAMPUS, SOUTH CAPE TVET COLLEGE.

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HEALTH & SAFETY SPECIFICATION

1. INTRODUCTION

The Occupational Health & Safety Act No 85 of 1993 requires every employer to create a safe working environment which is free of health risks as far as is reasonably practicable. This applies to all employers in any industry including that of construction. After many years of consultation with the construction industry the government gazetted a specific regulation for construction activities in July 2003.

Section 4 (1) (a) of the construction regulations requires the client to prepare Health & Safety specifications for any proposed construction work.

In the construction regulations a Health & Safety Specification is defined as “a documented specification of all health & safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons”.

The SOUTH CAPE COLLEGE as the client for this specific project lays down the following Health & Safety Specifications.

2. OBJECTIVES

- 2.1 To set the standard for health & safety in construction work by ensuring multi-disciplinary compliance with the requirements of the occupational health and safety act and the construction regulations contained therein.
- 2.2 To form the guidelines for the contractor's health & safety plan.
- 2.3 To ensure the health and safety of the people doing construction work.
- 2.4 To ensure the health and safety of the users and occupants of the premises.

3. PRE-TENDER PHASE

3.1 CLIENTS HEALTH AND SAFETY SPECIFICATIONS

- 3.1.1 The Contractor shall be bound by the Occupational Health and Safety Act, its Regulations and incorporated Safety Standards, which shall include any amendments thereto.
- 3.1.2 Special focus shall be drawn to compliance with the Construction Regulations.
- 3.1.3 The employer will provide any information to the contractor which might affect the Health and Safety of any persons at the site where construction work is being performed. See below for specific items pertaining to this contract.
- 3.1.4 A detailed Health and Safety Plan shall be submitted to the employer before the commencement of the contract.
- 3.1.5 The employer reserves the right to add or make changes to any Health and Safety Plan of the contractor as it sees fit.
- 3.1.6 The contractor shall make provision for any personal protective equipment and safety equipment required for the duration of the contract. Such equipment shall be provided by the contractor at his own expense. The contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 3.1.7 Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of contract.
- 3.1.8 The Principal Contractor shall ensure that any sub-contractor shall comply in like manner to every requirement of this document.
- 3.1.9 Health and Safety Induction training shall be conducted by a competent person, provided by the contractor, to all of the contractors personnel and to any persons who need to visit the construction site for any reason.
- 3.1.10 Any activity involving entry into or work within a confined space or isolation work shall be controlled by a Permit to Work system.
- 3.1.11 All work shall be done during normal working hours, unless agreed otherwise in writing.

- 3.1.12 No unsafe or dangerous equipment or tools may be brought onto or used on site. The Department reserves the right to inspect any tool or equipment at any time and prevent or prohibit its use, without any penalty to the Department and without affecting the contract in any way.
- 3.1.13 No dangerous procedures and/or materials hazardous to the health and safety of persons, which could be avoided by modifying procedures or substituting materials, shall be used. Where such hazardous procedures and/or materials are unavoidable, these shall be brought to the immediate attention of the principal agent and the employer.
- 3.1.14 The contractors personnel shall confine their activities and movements to those areas where contract work is being performed.
- 3.1.15 All excavation equipment, portable cranes or similar construction equipment shall be used in accordance with the provisions of the OHS Act applicable to users.
- 3.1.16 **SPECIFIC ITEMS PERTAINING TO THIS CONTRACT**
- Tenderers attention is drawn to the information provided within this priced document regarding, but not limited to, the design and type of construction; the materials specified; and the construction period insofar as they need to be provided for in the contractor's Health and Safety Plan.
- The building may be erected alongside an existing facility that may be in use at the time and tenderers must allow for prevention of unauthorized entry to the site. Noise and vibration are to be minimized with efficient muffling devices. Unavoidably noisy disturbing operations may have to be carried out by arrangement at restricted times. Two days' notice will be required in this regard.

4. CONSTRUCTION PHASE

4.1 PRINCIPAL CONTRACTOR AND CONTRACTORS

The contractor awarded the contract will be appointed in writing as the Principal Contractor (PC).

The Principal contractor:

- 4.1.1 will notify the Employer's Representative in writing of the intention to carry out the proposed construction work. This notification is to be submitted before the commencement of work using the format provided in Annexure A of the construction regulations R1010 of July 2003. A copy of this notification will be kept on site for inspection by an inspector, client, client's agent or employee to accompany the letter of appointment;
- 4.1.2 shall provide the client with written proof of his good standing with the Compensation fund or with a licensed compensation insurer prior to work commencing on site;
- 4.1.3 shall satisfy the client that he has the necessary competencies and resources to carry out the work safely;
- 4.1.4 shall make provision for the cost of health & safety measures during the construction process;
- 4.1.5 shall provide and demonstrate to the client a suitable and sufficiently documented Health & Safety Plan based on the health & safety specifications. The client will discuss and negotiate the H&S Plan with the PC before giving final approval of the plan for implementation. A Health & Safety Plan could include but is not limited to the following:
- description of the project;
 - a general statement of health & safety principles and objectives for the project;
 - management structures and responsibilities (organogram);
 - selection Procedures and control of all sub-contractors with methods of communication and co-operation;
 - appointment of construction supervisor;
 - fall protection plan listing necessary equipment;
 - site specific Risk Assessment;
 - Information & Training arrangements;
 - description of all formwork and support work with a list of all equipment and materials;
 - storage & distribution of materials;

- control and disposal of waste;
- provision and use of utilities, e.g. electricity and water;
- list of tasks to be performed during the construction process with equipment to be used and required PPE and method statements;
- H&S Induction Training Programme;
- description of all formwork & support work with list of all equipment and materials;
- written Safe Work procedures;
- H&S specification for machinery and other plant for common use;
- OHS Act & regulations on site;
- Access Control;
- Fire & Emergency (Disaster recovery and contingency) plan;
- Site Rules & traffic control;
- Environmental Control Programme.

- 4.1.6 shall provide any contractor who is making a bid or appointed to perform construction work for the PC, with the relevant sections of the health and safety specifications pertaining to the specific construction work;
- 4.1.7 shall appoint in writing all sub-contractors, having satisfied himself that these contractors have the competencies and resources to work safely;
- 4.1.8 shall take reasonable steps to ensure that each sub-contractor's H&S plan is implemented and maintained on the construction site. These steps shall include periodic audits at intervals of at least once a month;
- 4.1.9 shall stop any contractor from executing construction work which is not in accordance with the PC's and/or contractors H&S plan for the site or which poses a threat to the health and safety of persons;
- 4.1.10 will ensure that where changes are brought about to the design and construction, sufficient health & safety information and appropriate resources are made available to the contractor to execute the work safely;
- 4.1.11 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. Where this is not possible or appropriate, the PC's insurance will cover the cost of any injury sustained to any employee of such sub-contractors;
- 4.1.12 shall ensure that potential contractors submitting tenders have made provision for the cost of H&S measures during construction work;
- 4.1.13 shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations;
- 4.1.14 shall ensure that any contractors provide and demonstrate to the PC a suitable and sufficiently documented health and safety plan, based on the relevant sections of the health and safety specifications. This plan shall be applied from the date of commencement of and for the duration of the construction work;
- 4.1.15 shall discuss and negotiate with the contractor the contents of his health and safety plan and shall finally approve that plan for implementation;
- 4.1.16 shall ensure that a copy of his and the contractor's health and safety plans are available on request to an employee, inspector, contractor, client or client's agent;
- 4.1.17 shall ensure that every contractor maintains a health and safety file, which shall include all documentation required in terms of the provisions of the Occupational Health & Safety Act and Construction Regulations. This file must be kept on site and made available to an inspector, client, client's agent or principal contractor upon request;
- 4.1.18 upon completion of the construction work shall consolidate both his and any contractor's health and safety file and hand it over to the client. The consolidated file will include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- 4.1.19 shall ensure a comprehensive and updated list of all the contractors on site accountable to the principal contractor is available and included in the Health & Safety file, as well as the agreements between the parties and the type of work being done;
- 4.1.20 shall not appoint a contractor to perform construction work unless the PC is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- 4.1.21 shall ensure that where a contractor appoints another contractor to perform construction work, the responsibilities that applies to the principal contractor shall apply to the contractor as if he were the principal contractor;
- 4.1.22 shall ensure that no contractor shall appoint another contractor to perform construction work unless the contractor is reasonably satisfied that the contractor he intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- 4.1.23 shall ensure that all contractors co-operate as far as is necessary to enable each of them to comply with the provisions of the Act;
- 4.1.24 shall ensure that every contractor shall, as far as is reasonably practicable, promptly provide him 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.

4.2 SUPERVISION OF CONSTRUCTION WORK

- 4.2.1 The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- 4.2.2 The contractor may appoint in writing one or more competent employees to assist the appointed construction supervisor. Every such appointed employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor, provided that the designation of any such employee shall not relieve the appointed construction supervisor of any personal accountability for failing in his supervisory duties referred to in terms of section 6(1) of the construction regulations.
- 4.2.3 No construction supervisor 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:
- 4.2.4 A contractor may on consideration of 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.

4.3 RISK ASSESSMENT

- 4.3.1 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:
- the identification of the risks and hazards to which persons may be exposed to;
 - the analysis and evaluation of the risks and hazards identified;
 - a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - a monitoring plan; and
 - a review plan.
- 4.3.2 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.
- 4.3.3 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.

- 4.3.4 A contractor shall ensure that all employees under 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.
- 4.3.5 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.
- 4.3.6 A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.
- 4.3.7 No contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. All contractors shall ensure that all employees are in possession of and carry proof of this health and safety induction training.
- 4.3.8 All contractors shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

4.4 FALL PROTECTION

- 4.4.1 A competent person must be appointed and be responsible for the preparation of a fall protection plan as detailed in section 8 of the construction regulations.
- 4.4.2 The fall protection plan must be implemented, amended where and when necessary and maintained as required.
- 4.4.3 Monitoring must take place to ensure the continued adherence to the fall protection plan.

4.5 STRUCTURES

- 4.5.1 A contractor shall ensure that:
- 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;
 - no structure or part of a structure is loaded in a manner which would render it unsafe.
- 4.5.2 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.
- 4.5.3 The designer of a structure shall:
- 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;
 - 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;
 - stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
 - ensure that during commissioning, cognisance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

4.6 FORMWORK AND SUPPORT WORK

- A contractor shall ensure that:
- 4.6.1 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;
- 4.6.2 all formwork and support work operations shall be carried out as detailed in section 10 of construction regulations.

4.7 EXCAVATION WORK

- 4.7.1 A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- 4.7.2 A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- 4.7.3 Every contractor who performs excavation work shall ensure that all excavation work is carried out as detailed in section 11 of construction regulations.

4.8 SCAFFOLDING

- 4.8.1 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 Occupational Health & Safety Act.
- 4.8.2 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.
- 4.8.3 A contractor using scaffolding shall ensure that all scaffolding is erected and dismantled according to the requirement of SABC CODE 085.

4.9 EXPLOSIVE POWERED TOOLS

- 4.9.1 No contractor shall permit or require any person to use an explosive powered tool, unless such person has been:
- Provided with and uses suitable protective equipment; and
 - Trained in the operation, maintenance and use of such a tool as detailed in section 19 of the construction regulation.

4.10 CRANES

- 4.10.1 The principal contractor shall ensure that where a contractor brings a crane on site, the contractor:
- will appoint in writing a suitably qualified person as the lifting equipment inspector; and
 - will comply with section 20 of the construction regulations and/or section 18 of the driven machinery regulation, depending on the choice of lifting equipment.

4.11 CONSTRUCTION VEHICLES AND MOBILE PLANT

A contractor shall ensure that all construction vehicles and mobile plants:

- 4.11.1 are of an acceptable design and construction;
- 4.11.2 are maintained in a good working order;
- 4.11.3 are used in accordance with their design and the intention for which they were designed. having due regard to safety and health;
- 4.11.4 are operated by workers who:
- have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- 4.11.5 all uses of construction vehicles and mobile plant meet the requirements of construction regulation 21.

4.12 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.12.1 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;

- 4.12.2 all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- 4.12.3 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;
- 4.12.4 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;
- 4.12.5 the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing;
- 4.12.6 that all electrical installations on site comply with the electrical installation regulations.

4.13 HOUSE KEEPING ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.13.1 good housekeeping is continuously implemented on each construction site, including provisions for the proper storage of materials and equipment; and waste removal;
- 4.13.2 loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct the means of access to and egress from workplaces and passageways;
- 4.13.3 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;
- 4.13.4 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 in the case of the threat of persons being struck by falling objects.

4.14 STACKING AND STORAGE ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.14.1 a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- 4.14.2 adequate storage areas are provided;
- 4.14.3 there are demarcated storage areas; and
- 4.14.4 storage areas are kept neat and under control.

4.15 FIRE PRECAUTIONS & EMERGENCY PREPAREDNESS ON CONSTRUCTION SITES

Every contractor shall ensure that:

- 4.15.1 all appropriate measures are taken to avoid the risk of fire;
- 4.15.2 sufficient and suitable storage is provided for flammable liquids, solids and gases;
- 4.15.3 smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- 4.15.4 combustible materials do not accumulate on the construction site;
- 4.15.5 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;
- 4.15.6 suitable and sufficient fire-extinguishing equipment is provided as per the requirement of SABS 0400;
- 4.15.7 the fire equipment is inspected by a competent person;
- 4.15.8 a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- 4.15.9 where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- 4.15.10 the means of escape is kept clear at all times;

- 4.15.11 there is an effective evacuation plan;
- 4.15.12 a siren is installed and sounded in the event of a fire;
- 4.15.13 first aid facilities must be provided as per requirements of the occupational health & safety act. This includes:
- a trained first aider and first aid resources on site at all times whilst construction is taking place;
 - a standard that must be drawn up for the management of injuries on duty and investigations thereof.

4.16 CONSTRUCTION WELFARE FACILITIES

A principal 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:

- 4.16.1 at least one shower facility for every 15 workers;
- 4.16.2 at least one sanitary facility for every 30 workers;
- 4.16.3 changing facilities for each sex;
- 4.16.4 sheltered eating areas.

4.17 ENVIRONMENTAL CONTROL

The principal contractor will ensure that:

- 4.17.1 the construction process does not impact negatively on the environment;
- 4.17.2 take due regard to the fact that buildings may be in use and that staff and public may use the premises [existing buildings only];
- 4.17.3 preserve the trees and plants by not allowing concrete and rubble to damage the roots or erode the soil;
- 4.17.4 If the soil is clayey, ensure, especially in the rainy season, that there is sufficient drainage and that workers have sufficient footage on clayey surfaces.

4.18 GENERAL

- 4.18.1 All references to "his" or "he" in this document should be read as "his or her" and "he or she".
- 4.18.2 Although the majority of activities on a construction site are specifically addressed in the construction regulations of July 2003, it should be noted that some activities and plant are covered by other regulations contained in the Occupational and Safety Act (No 85 of 1993) and regulations.
- 4.18.3 The act is to be strictly adhered to at all times. Non-conformance may result in prosecution resulting in financial penalties and/or imprisonment.

