



INDEPENDENT DEVELOPMENT TRUST

BID NO: DOE11NWER024

APPOINTMENT OF A CONTRACTOR FOR DEMOLISHING, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

CLOSING DATE AND TIME: 17 NOVEMBER 2023 at 12h00

BIDDER INFORMATION

(Must be completed by Bidder)

SCM / Technical Enquiries

E-mail: noxolod@idt.org.za and shadrackm@idt.org.za

Company Name	
Contact Person	
Department of Labour Asbestos Registration No.	
Cell / Tel Number	
E-mail Address	
COIDA/FEMA/RAM CERTIFICATE NO.	
CSD Number	

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T1.1. Bid Notice and Invitation to Bid

On behalf of the Department of Education, North West Province, the Independent Development Trust, invites bidders for the **APPOINTMENT OF A CONTRACTOR FOR REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE.**

Only tenders who are authorized by Department of Labour to undertake the removal and disposal of Asbestos; **and comply with the tender conditions will be eligible.**

The evaluation of the tender will be carried out in three (3) phases.

Phase 1: Mandatory Requirements

PHASE ONE - MANDATORY REQUIREMENTS	
1	Authority to Sign this BID (for companies that has more than one director).
2	Service Providers must be registered on Central Supplier Database (MAAA Number to be used to verify registration)
3	Proof of Valid and Active Asbestos Registration Accreditation
4	Valid COIDA or FEM certificate (certificates recognized by DOL)
5	Fully Completed and Signed form of offer. All blank spaces must be completed.
6	<p>Fully Completed and signed.</p> <ul style="list-style-type: none"> • SBD1: Invitation to BID • SBD4: BID's disclosure • SBD 6.1: Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (newly revised version) <p>All blank spaces must be completed. BIDDER to indicate items that are not applicable</p>
7	Confirmation of addendum (If Applicable)
8	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in non – erasable black Ink
9	Bidder must provide proof of accreditation for removal and disposal of Asbestos; the contractor must be authorized to undertake the removal and disposal of Asbestos and must be registered with the Department of Labour designated panel of contractors

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Note:

- (ii) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
- (iii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
- (iv) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid.
- (v) If any of its Directors Are Listed on the Register of Defaulters shall result in disqualification of the bid.

The IDT will assess all bids received based on its procurement policy in the event that information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.

Non-Compulsory Document, but mandatory to comply at the award stage

- Tax Compliance Letter with a unique pin
- Compliant Central Supplier Database (CSD) Report

Only bidders who met all mandatory requirements will be evaluated further on functionality.

Phase 2: Functionality criteria

PHASE TWO: FUNCTIONALITY CRITERIA	
Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of a similar nature in the last ten (10) years	35 points
B. Transportation capacity	25 points
C. Qualification and Competency of project key resources	20 points
D. Implementation Plan	20 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Similar Nature of work for evaluation: Removal and disposal of Asbestos

Supporting Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Clearance, and disposal certificates
- Proof of transportation capacity
- Project key personnel documentation
- Implementation

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PHASE THREE: PREFERENTIAL POINT SYSTEM

The 80/20 Preferential Point System will be applied as per PPPA 2022, where 80 points will be allocated for price and 20 points for specific goals. The estimated value for this project is below R50 000 000 (all applicable taxes included).

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

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 (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Women Ownership 100%	6	
Youth Ownership 100%	6	
People with Disabilities Ownership 100%	4	
Black Male Ownership 100%	4	
Total points for Price and SPECIFIC GOALS	100	

Source Documents to be submitted with the Tender:

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the Dr. Confirming the Disability)
- Black Ownership (Originally Certified ID Document)

A compulsory clarification meeting – There will be NO clarification meeting.
Documents will be available from the **Thursday, 26 October 2023.**

The closing date and time for receipt of tenders is **Friday, 17 November 2023 at 12h00.**

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting.

The IDT may conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

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Tender Documents may be downloaded from the IDT's website following the link <http://www.idt.org.za/business-opportunities/current-tenders> as well as on the e-tenders portal, www.etenders.gov.za Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender.

BID enquiries relating to the issues of these documents may be addressed to:

Bid Administration Enquiries

E-mail: NoxoloD@idt.org.za

Technical Enquiries

E-mail: shadrackm@idt.org.za

Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

The bid closing date is **17 November 2023 at 12h00** and bids shall be submitted in the tender box at IDT's North West Regional Office;

INDEPENDENT DEVELOPMENT TRUST (NORTH WEST OFFICES)

4071 Joules Street
Industrial Site
MAHIKENG
2745

On submission of Tender documents, the bidder must submit a signed original bid document in hardcopy.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid

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T1.2 BID Data

The Standard Conditions of BID make several references to the BID Data for details that apply specifically to this BID. The BID Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of BID. Each item of data given below is cross-referenced to the clause in the Standard Conditions of BID to which it mainly applies.

The additional conditions of BID are:

Clause number	BID Data for: BID No: DOE11NWER024
F.1.1	The employer is the Independent Development Trust
F.1.2	The BID document.
F.1.3	The employer's agent is: Name: KRMS ARCHITECTS 23 Baden Powel Street Mahikeng 2735 info@krmsarchitects.co.za
F.2.1	Only those who are actively registered with the Department of Labour as Asbestos Handling contractors Type 3 are eligible to submit BIDs.
F.2.7	There will be no Compulsory briefing for the project
F.2.12	No alternative BID offers will be considered.
F.2.13.3	Parts of each BID offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).
F.2.14	The employer's address for delivery of BID offers and identification details to be shown on each BID offer package are: Location of BID box: Physical address: - The Independent Development Trust (IDT) North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Identification details: BID No: DOE11NWER019

**Title: DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

F.2.15 The closing time for submission of BID offers is as stated in the BID Notice and Invitation to BID.

Closing date: 17 November 2023
Closing time: 12H00

F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed BID offers will not be accepted.

F.2.16 The BID offer validity period is **90 (Ninety) days**.

The contract duration is **3 Months** from date of site handover

F.2.17 The BIDDER is required to submit with his BID a Certificate of Contractor Registration issued by the C; Compensation of Injury Diseases Act Certificate Valid (COIDA) and a valid Tax compliance PIN.

F.3.5 BID offers will only be accepted if the following are submitted

THE EVALUATION OF THIS TENDER WILL BE CARRIED OUT IN THREE (3) PHASES AS FOLLOWS:

PHASE ONE - MANDATORY REQUIREMENTS	
1	Authority to Sign this BID (for companies that has more than one director).
2	Service Providers must be registered on Central Supplier Database (MAAA Number to be used to verify registration)
3	Proof of Valid and Active Asbestos Registration Accreditation
4	Valid COIDA or FEM certificate (certificates recognised by DOL)
5	Fully Completed and Signed form of offer. All blank spaces must be completed.
6	Fully Completed and signed. <ul style="list-style-type: none"> • SBD1: Invitation to BID • SBD4: BID's disclosure • SBD 6.1: Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (newly revised version) <p>All blank spaces must be completed. BIDDER to indicate items that are not applicable</p>
7	Confirmation of addendum (If Applicable)
8	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in non – erasable black Ink
9	Bidder must provide proof of accreditation for removal and disposal of Asbestos; the contractor must be authorized to undertake the removal and disposal of Asbestos and must be registered with the Department of Labour designated panel of contractors

Instruction notes:

- All blank spaces must be completed on all the SBD forms.
- Bidders to indicate items that are not applicable to them on all the forms.
- Bidders are advised to fill in the correct information on all the SBD forms.
- Bidders are encouraged to familiarize themselves with the project site to assist them in planning, pricing, and executing the project.
- All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.
- Provide Compliant CSD Registration report with supplier number with your BID.

Non-Compulsory Document, but mandatory to comply at the award stage.

- Tax Compliance Letter with a unique pin
- Central Supplier Database (CSD) Report

Only bidders who met all mandatory requirements will be evaluated further on functionality.

PHASE TWO: FUNCTIONALITY CRITERIA	
Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of a similar nature in the last ten (10) years	35 points
B. Transportation capacity	25 points
C. Qualification and Competency of project key resources	20 points
D. Implementation Plan	20 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Supporting Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Clearance, and disposal certificates
- Proof of transportation capacity
- Project key personnel documentation
- Implementation

ALLOCATION OF FUNCTIONALITY POINTS				
A. Relevant Previous Experience on completed projects of a similar nature in the last ten (10) years	Track record (35 Points)			
	Profile or track record of previous work done, to a maximum of 4 projects, all not older than 10 years which must include relevant projects and of similar nature (removal and disposal of asbestos material) To score points bidders must submit EIA clearance certificates and Landfield disposal certificates for completed projects. Failure to submit the above certificates will result in no points being awarded	4 similar projects = 35 points 3 similar projects = 30 points 2 similar projects = 25 points 1 similar project = 20 points 0 similar projects = 0 points		
B. Transportation capacity	Plant (25 Points)			
	Proof of valid ownership(own/rental) for plant (truck/vehicle) permitted for transportation of asbestos material. To score points bidder must submit registration papers for truck/vehicles and a valid permit for transportation of asbestos material.	Own plant (truck/vehicle) = 25 points	Rental plant (truck/vehicle) = 15 points	
C. Qualification and Competency of project key resources	Qualification of Key personnel (20 Points)			
	To score points bidder must submit CV's and originally certified qualifications, with certification date being within a period of 6 months on the date of closing bid.			
	Asbestos Supervisor (10 points)	Years of experience	10 years and above = 10 points 5 years and below = 5 points	
		OHS related qualification	2 points	
	Occupational Health and Safety rep (5 points)	Years of experience	10 years and above = 3 points 5 years and below = 2 points	
		First Aid Certificate/Qualification	2 points	
First Aider Level 2 (5 points)	Years of experience	10 years and above = 3 points 5 years and below = 2 points		
D.	IMPLEMENTATION PLAN (20 Points)			

Implementation Plan		
	<p>Implementation Plan</p> <p>Points will be awarded to bidders who provides an implementation plan outlining the key project deliverables and runs from the assumed start date and complete within the realistic project duration. The implementation plan must demonstrate the strategy and logistical arrangements on how the bidder is planning to implement the project(s) and deliver/complete the project within the realistic estimated project duration and it must also be project specific.</p> <p>Failure to submit will result in zero points awarded.</p> <p>(NB: Bidders are reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points)</p>	20 points

Only bidders who are competent and who have achieved the minimum functionality threshold of **70 points or higher** will be evaluated on 80/20 (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

PHASE THREE: PREFERENTIAL POINT SYSTEM

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

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- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the Dr. Confirming the Disability)
- Black Ownership (Originally Certified ID Document)

Notes:

1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

<p>F.3.13</p>	<p>Acceptance of Bid Offers</p>
<p>F.3.13.1</p>	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest 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 bid process and persons in the employ of the state are not permitted to submit tenders; f) if 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 bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder and all its directors are South African Citizens (For National Key Point Projects).

F.3.14	<p>Notice to Unsuccessful Bidders</p> <p>Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.</p>
F.3.18	<p>Provide Copies of the Contract</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
F.3.19	<p>The additional conditions of bid are:</p> <p>1 The employer is not obliged to accept the lowest or any bid.</p>

ANNEXURE F: STANDARD CONDITIONS OF BID

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

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- F.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer and/or the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

F.2.2 Cost of tendering

F.2.2.1

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

F.2.2.2

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a bid offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

F.3.9.4 .
 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

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

F3.11.1 General

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

Insurance provided by the employer

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

F.3.12 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13 Prepare contract documents

F.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.14 Complete adjudicator's contract

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

F.3.15 Registration of the award

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

F.3.16 Provide copies of the contracts

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

F.3.17 Provide written reasons for actions taken

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

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

N/A

Tenderers are advised that this offer shall NOT be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2023 TO 31 MARCH 2024
01 APRIL 2024 TO 31 MARCH 2025

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer be accepted.

F.4.11 Adjudication and Independent Development Trust's Rights

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black dep Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

F.4.12 Form of Contract

The JBCC Series 2000 Principal Building Agreement (Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-Contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Clearing of site
- Excavation of footings and pipe trenches
- Painting
- Brickwork

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the NDPW may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)
- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;
The identification numbers of the staff member concerned; and,
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

Tenderers must take note that the site is within the Arebokeng Primary School Site. As such high noise level shall be restricted to times that will not disrupt the community. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 weeks' notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department.

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders' subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to the Contractor and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO will be 100% of the Building Works Industry minimum wage for unskilled labour.
<u>Minimum Skills:</u>	<ol style="list-style-type: none"> 1. Ability to work with others; 2. Ability to communicate in local language of the project location and English; 3. Ability to communicate in writing; 4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour and advising them of their rights

- Acting as a source of information for the community and councilors on issues related to the contract
- Keeping the contractor advised on community issues and issues pertaining to local security
- Assisting in setting up any meeting or negotiations with affected parties
- Keeping a written record of any labour or community issues that may arise
- The CLO needs to be seen to be neutral by all parties and therefore should endeavor not to take sides should conflict arise.
- Should the CLO function not involve a full day's work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid (SBD1)	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)	
T2.1.4	Tax clearance certificate	
T2.1.6	Company copy of registration	
T2.1.7	Department of Labour Asbestos Registration Certificate	
T2.1.8	Copy of a Letter of Good standing with Compensation For Occupational And Injuries Dieses Act (COIDA/FEMA/RAM) Registration Number	
T2.1.9	Compulsory enterprise questionnaire	
T2.1.10	Bidder's disclosure	
T2.1.16	Record of Addenda to The Tender Documents	
T2.1.17	Tenderers financial standing	
T2.1.18	Amendments, Qualifications and Alternatives	
T2.1.19	Socio economic upliftment strategy	
T2.1.21	Contractors health and safety declaration	

T2.2 RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.2.1	Relevant Previous Experience on completed projects of asimilar nature in the last ten (10) years
T2.2.2	Transportation capacity
T2.2.3	Qualification and Competency of project key resources
T2.2.4	Implementation Plan

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan for completion
Form of offer and acceptance
Contract data
Forms of securities

Record of Addenda to BID documents

We confirm that the following communications received from the Employer before the submission of this BID offer, amending the BID documents, have been taken into account in this BID offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Identity number
Bidder

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))					
BID NUMBER:	DOE11NWER024	CLOSING DATE:	17 November 2023	CLOSING TIME:	12:00
DESCRIPTION	DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENT DEVELOPMENT TRUST					
4071 JOULES STREET					
INDUSTRIAL SITE					
MAHIKENG, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Shadrack Moseneke		CONTACT PERSON	Noxolo Dikobe	
TELEPHONE NUMBER	012 845 2000		TELEPHONE NUMBER	012 845 2000	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	shadrackm@idt.org.za		E-MAIL ADDRESS	noxolod@idt.org.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
SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS					
a) 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]		b) 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, 2022, 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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest [1] in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

4.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

4.2.1 If so, furnish particulars:

.....
.....

4.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

4.3.1 If so, furnish particulars:

.....
.....

1. DECLARATION

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

- 5.1 I have read, and I understand the contents of this disclosure;
- 5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 5.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.
- 5.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the

intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 5.6 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.

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

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

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

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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PRICE	80	
SPECIFIC GOALS	20	
TARGETED GROUP		
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
Total points for Price and SPECIFIC GOALS	100	

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black	2	4		

Source Documents to be submitted with the Bid or BID

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

T2.1.4 TAX CLEARANCE CERTIFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]

T2.1.5 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION

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

T2.1.6 DEPARTMENT OF LABOUR ASBESTOS REGISTRATION CERTIFICATE

Attached hereto is my / our asbestos registration certificate with the Department of Labour. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with Department of Labour

**T2.1.7 COPY OF A LETTER OF GOODSTANDING WITH
COMPANSATION FOR OCCUPATIONAL AND INJURIES DISEASES
ACT (COIDA OR TENDER LETTER OBTAIN FROM DEPARTMENT OF
LABOUR OR FEMA)REGISTRATION CERTIFICATE**

Attached hereto is my / our certified copy of A LETTER OF good standing with the Compensationfor Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEMA. If Joint Venture (JV) attach one for every service provider.

T2.1.8 COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record 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 an accounting authority of any national or provincial public entity	
<input type="checkbox"/> a member of the National Assembly or the National Council of Province		<input type="checkbox"/> an employee of Parliament or a provincial legislature	
<input type="checkbox"/> a member of the board of directors of any municipal entity			
<input type="checkbox"/> an official of any municipality or municipal entity			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, 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
- 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

<input type="checkbox"/> municipal entity 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			
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:

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

Date _____

Signed _____

Name _____ Position _____

Enterprise name _____

T2.1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.

2. **Date:**

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE
ID No.....		

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

(III). CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE
		
		
		
		

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the company,
 acting in the capacity of lead partner, to sign all documents in connection with the tender offer for
 Contract No and any contract resulting from it, on our behalf.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1.10 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

T2.1.19 SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, subcontracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.21 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHS 1993 Construction Regulations 2014 (*example attached hereafter*) before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____

IDENTITY NUMBER: _____

(of person authorized to sign on behalf of the Tenderer) DATE: _

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

T2.2.1 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects completed in the past 10 years. In support tenders are to complete the “Project Experience” schedule below and attach there to copies of (a) Letters of Appointment, and (b) the relevant Completion Certificates (i.e practical completion, work completion & final completion)

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
D.				
E.				

Contract
 Part C1: Agreement and Contract Data
 BID No: DOE11NWER024

Tender
 T2.1
 Part T2.1: List of Returnable

F.				

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

**T2.2.2 EVALUATION SCHEDULE: RELEVANT COMPLETION / EIA
CLEARANCE / LANDFIELD CERTIFICATES**

Tenderer is to attach all completion certificateS corresponding to the projectlisted in T1.2

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

T2.2.3 EVALUATION SCHEDULE: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Asbestos Supervisor						
Health and Safety Personnel						
First Aider						
Others:						
.....						
.....						
.....						
.....						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: IDENTITY NUMBER:

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

DATE:

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

T2.2.4 EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL

(COMPULSORY)

(CVs are required only for site agent, contract or project manager and technician and foreman)

CV FOR ASBESTOS SUPERVISOR

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u>		
.....		
.....		
.....		
.....		
.....		
<u>Experience Record Pertinent to Required Service:</u>		
.....		
.....		
.....		
.....		
.....		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)
(OWNER OF THE CV)

DATE:

Contract
 Part C1: Agreement and Contract Data
 BID No: DOE11NWER024

Tender
 T2.1
 Part T2.1: List of Returnable

T2.2.5 EVALUATION SCHEDULE: CV FOR HEALTH AND SAFETY PERSONNEL

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u>		
.....		
.....		
.....		
.....		
.....		
.....		
.....		
<u>Experience Record Pertinent to Required Service:</u>		
.....		
.....		
.....		
.....		
.....		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 .SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
 DATE

.....
 INCUMBANT'S IDENTITY NUMBER

Contract
 Part C1: Agreement and Contract Data
 BID No: DOE11NWER024

Tender
 T2.1
 Part T2.1: List of Returnable



PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

**C1.3 Form of Guarantee (Pro Forma as per specific contract)
Adjudicators Agreement**

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

INDEPENDENT DEVELOPMENT TRUST

C1.1. 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:

DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

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

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.

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

.....

..... Rand (in words);

R.....(in figures)

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

Signature Date

Name Identity number

Capacity

for the Bidder

(Name and address of organization)

Name and signature of witness

.....

NOTE: Failure of a Bidder to complete and sign this part of the BID form (offer) in full including witnessing will invalidate the BID.

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

Tender
T2.1
Part T2.1: List of Returnable

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 C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the BID data and any addenda thereto as listed in the BID 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 within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature	Date
Name	Identity number
Capacity	

for the Employer

INDEPENDENT DEVELOPMENT TRUST
4071 Joules Street
Industrial Site
Mahikeng
2738

Name and signature	Date
of witness	

Contract
Part C1: Agreement and Contract Data
BID No: DOE11NWER024

C1.1
Form of offer and acceptance

Schedule of Deviations

- 1 Subject
- Details
-
-
-
-
- 2 Subject
- Details
-
-
-
-
- 3 Subject
- Details
-
-
-
- 4 Subject
- Details
-
-
-
- 5 Subject
- Details
-

By the duly authorized 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 BID data and addenda thereto as listed in the BID 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 BID 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.

BID DATA FOR DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

C1.2 Contract Data for DOE11NWER024

The Conditions of Contract are clauses 1 to 30 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312014;)

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

Condition of Contract:

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

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

Clause	Amendments
1.0	<p>DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "AGREEMENT" to read as follows: This JBCC Principal Building Agreement, the contractor's tender document accepted by the employer, the form of offer signed by the contractor, special conditions of contract, contract data and other contract documents.</p> <p>The completed JBCC® Principal Building Agreement and JBCC® contract data, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties</p> <p>Change the Definition of "BILLS OF QUANTITIES" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data.</p> <p>Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date of practical completion</p> <p>Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents The above has been removed from 6.2, due to the agreement definition which now includes contract document</p> <p>Change the definition of "PAYMENT CERTIFICATE" to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved.</p> <p>Change the Definition of "PRACTICAL COMPLETION" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with C28 & C29 this is a different clause of the specific preliminaries and where the work on the practical completion list (and patent's list if applicable) has been completed and free of latent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the principal agent.</p> <p>Change the Definition of "CONTRACT DRAWINGS" to read as follows: The drawings listed in the Scope of Works.</p> <p>Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance.</p> <p>Change the Definition of "INTEREST" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>A monetary guarantee [CD] provided by the employer to the contractor, or vice versa, in terms of this agreement from which either party may recover expense and loss in the event of default</p> <p>Add the following to the list of definitions:</p>

Clause	Amendments
	<p>SCHEDULE means the variables listed in the Contract Data.</p> <p>DATE OF SITE HANDOVER means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and approval of the construction permits from the relevant authorities including Departments of Labour and Environmental Affairs and local municipality (where applicable).</p> <p>EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably be expected.</p> <p>TENANT LIST means a list compiled by the tenant or in his absence the principal agent defining the incomplete or defective work to be rectified to achieve practical completion. Such list shall be scrutinised and endorsed by the principal agent and shall not be unreasonable in the context of his contract.</p> <p>CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
3.0	<p>OFFER AND ACCEPTANCE</p> <p>Clause 3.3 deleted and replaced with the following: -</p> <p style="padding-left: 40px;">3.3 This agreement shall come into force on the date of signature of the contract by the employer and after all statutory requirements have been met, and continue to be of force and effect until the end of the latent defects liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]</p>
4.0	<p>CESSION AND ASSIGNMENT</p> <p>Clause 4.2 deleted and replaced with the following: -</p> <p>4.2. The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights or obligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer</p> <p>Clause 4.3 deleted and replaced with the following: -</p> <p>4.3. Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1, shall be obtained from the Employer prior to entering into such cession.</p> <p>Clause 4.0 is amended by adding the following new clauses:</p> <p style="padding-left: 40px;">4.4 Any cession entered into without the necessary written consent from either party, shall be null and void.</p> <p style="padding-left: 40px;">4.5 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System and in line with the IDT's SCM processes.</p>

Clause	Amendments
	<p>4.6 The contractor shall adhere to the list of subcontractors indicated in the returnable schedules. Any changes to the subcontractors and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the works to subcontractors whose BEE status is less than his at the time of appointment. Failure to comply with this shall constitute a breach of contract.</p>
<p>5.0</p>	<p>CONTRACT DOCUMENTS</p> <p>Clause 5.1 deleted and replaced with the following: -</p> <p>5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the Employer.</p> <p>Clause 5.6 deleted and replaced with the following: -</p> <p>5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents.</p>
<p>6.0</p>	<p>EMPLOYER'S AGENTS</p> <p>Clause 6.1 deleted and replaced with the following: -</p> <p>6.1. The Employer warrants that the Principal Agent has authority and obligation to act and bind the Employer in terms of this agreement, subject to certain restrictions contained herein this document.</p> <p>Clause 6.4 deleted and replaced with the following: -</p> <p>6.4. Where any agent fails to act in terms of delegated authority, the Contractor shall give notice to the Principal Agent and the Employer to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the Contractor may give not less than 10 working days' notice of intention to suspend the works [28.0].</p> <p>Clause 6.5 deleted and replaced with the following: -</p> <p>6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the Employer shall appoint an interim agent within 10 working days from the date of the employer being aware of such event pending procurement of a replacement agent through normal employer's SCM processes.</p>
<p>9.0</p>	<p>INDEMITIES</p> <p>Clause 9.0 is amended by the addition of the following clause: -</p> <p>Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well.</p> <p>Delete 9.2.7.</p> <p>Delete 9.2.10.</p>
<p>10.0</p>	<p>INSURANCES</p> <p>Clause 10.0 is amended by the addition of the following clauses to the end thereof:</p> <p>10.12 Damage to the works</p> <p>(a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris</p>

Clause	Amendments
	<p>arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works.</p> <p>(c) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.</p> <p>10.13 Injury to Persons or loss of or damage to Properties</p> <p>(d) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(e) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immovable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.</p> <p>(f) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(g) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p> <p>(h) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p> <p>(i) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and execute the works.</p> <p>10.14 High Risk Insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or dolomite formation the following will apply:</p> <p>10.14.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p>

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	<p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs.</p> <p>10.14.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.</p> <p>10.14.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.14.1 and 10.14.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so.</p> <p>10.14.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in 10.14.1, 10.14.2 and 10.14.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.</p>

Clause	Amendments
11.0	<p>SECURITY</p> <p>Delete clause 11.1.2. and replace with the following: -</p> <p>11.1.2. The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fifteen (15) working days from the offer of appointment date and keep such security valid and enforceable until the final payment certificate has been issued to the contractor).</p> <p>Or</p> <p>Delete clause 11.1.3. and replace with the following: -</p> <p>11.1.3 The Contractor shall furnish the employer with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The contractor shall keep such security valid and enforceable until the final payment certificate has been issued. The contractor could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the contract sum.</p> <p>Amend clause 11.3 to read as following:</p> <p>11.3 Where a contractor fails to provide the security for projects of value less than R5 million, the employer may:</p> <p>Amend clause 11.3.1 to read as follows:</p> <p>11.3.1 Hand over the site to the contractor and withhold in interim payment certificates to the contractor an amount equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to five percent (5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.6]</p> <p>Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5</p> <p>Delete 11.7 and replace with the following</p> <p>11.7. A security held by the employer shall be for the due fulfillment of the contractor's obligation in term of this agreement</p> <p>Delete clause 11.10 and replace with the following</p> <p>11.10 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site.</p> <p>Clause 11.0 is amended by adding the following new clauses:</p> <p>11.12 Within fifteen (15) working days of the date of final completion of the works the employer shall release all construction guarantees to the contractor.</p> <p>11.13 Where the employer has a right of recovery against the contractor, the employer may issue a written demand in terms of the construction guarantee.</p> <p>11.14 Construction guarantees shall only expire at final completion date.</p> <p>11.15 The Employer, as an Organ of State, shall not be required to provide payment guarantees</p>
12.0	<p>DUTIES OF THE PARTIES</p> <p>Delete clause 12.1.1</p> <p>Delete clause 12.1.10</p> <p>Clause 12.0 is further amended by adding the following clauses:</p> <p>12.4 The contractor shall:</p> <p>12.4.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall</p>

Clause	Amendments
	<p>prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval.</p> <p>During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works for approval by the principal agent</p> <p>12.4.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works.</p> <p>12.4.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent.</p> <p>12.4.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent.</p> <p>The quantities contained in these bills of quantities are provisional and shall be utilized as a guide only for the drawing up of the programme.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme.</p> <p>12.4.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent.</p> <p>Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme.</p> <p>12.4.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of this agreement.</p> <p>The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligations or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement.</p> <p>12.4.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p> <p>12.4.7 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6.</p> <p>12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. (Specific requirements of the employer must be described)</p> <p>The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.</p>

Clause	Amendments
14.0	<p>NOMINATED SUBCONTRACTORS</p> <p>Delete clause 14.1 and replace with the following</p> <p>14.1 The principal agent and/or agents, on written instruction from the employer, shall:</p> <p>Delete clause 14.1.5</p> <p>Amend clause 14.3 to read as follows: -</p> <p>14.3 Where such subcontractor is not appointed by the contractor for the reasons stated (14.2), or where the appointment of a subcontractor has been terminated, another subcontractor shall be nominated and be appointed on instruction from the principal agent on written instruction from the employer.</p> <p>Amend clause 14.7.1 to read as follows: -</p> <p>The principal agent, on written instruction from the employer, shall instruct the contractor to appoint another nominated subcontractor (14.1.4) to complete the n/s subcontract works.</p>
15.0	<p>SELECTED SUBCONTRACTORS</p> <p>Amend clause 15.1 to read as follows: -</p> <p>The principal agent and/or agents, on written instruction from the employer, shall:</p> <p>Clause 15.1.2 deleted and replaced with:</p> <p>15.1.2. Call for tenders from a list of tenderers agreed between the contractor, the principal agent and the employer</p> <p>15.1.5. Delete</p> <p>Amend clause 15.4 to read as follows: -</p> <p>15.4. Where such subcontractor is not appointed by the contractor for the reasons stated (15.3), or where the appointment of a subcontractor has been terminated, another subcontractor shall be chosen and be appointed on instruction from the principal agent on written instruction from the employer.</p> <p>Amend clause 15.7.1 to read as follows: -</p> <p>15.7.1 The contractor shall appoint another selected subcontractor (15.1.4) to complete the n/s subcontract works in consultation with principal agent and/agents on written instruction from the employer</p>
16.0	<p>Amend clause 16.1.1 by adding the following sub-clause:</p> <p>6.1.1.1 The employer will appoint direct contractors for the following direct contract work and the contractor shall be expected to accommodate them in his planning and execution of work:</p> <p>a)</p> <p>b)</p>

Clause	Amendments
17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2</p> <p>The word “substantially” in the main clause above is qualified by the following four sub clauses:</p> <p>17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%.</p> <p>17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5%</p> <p>17.1.2.3. Variation in the design that varies the contract sum by more than 5%</p> <p>17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hour of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above.</p> <p>Amend clause 17.1.13 to read as follow:</p> <p>17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer.</p>
19.0	<p>PRACTICAL COMPLETION</p> <p>Amend Clause 19.0 by adding the following clauses:</p> <p>19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof.</p> <p>19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1</p> <p>19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply:</p> <p>19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will, in the opinion of the principal agent, cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent.</p> <p>19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion and completion certificate shall be invalid if one of them is missing:</p> <ol style="list-style-type: none"> a) A certificate from the contractor that all aspects of the construction regulations of 2003 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) An occupancy certificate d) occupational Health and Safety certificate e) A certificate of compliance with respect to plumbing and drainage f) An electrical certificate of compliance g) A certificate of compliance with respect to all glazing h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. i) A galvanizing and painting guarantee. j) All mechanical certificate of compliance. k) All structural certificate of compliance. l) A palisade certificate of compliance. m) A smoke extraction certificate of compliance. n) A fire signage certificate of compliance. o) A tiling certificate of compliance. p) A waterproofing certificate of compliance. q) A generator guarantee. r) Commissioning reports s) Maintenance and operational manuals t) Training of end users on equipment, etc. u) Any other applicable guarantees.

Clause	Amendments
	<p data-bbox="453 277 1506 437">19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor.</p> <p data-bbox="368 472 987 496">Delete Clause 19.6 and replace with the following clauses:</p> <p data-bbox="368 526 1506 660">19.6 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the contractor's ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved.</p> <p data-bbox="368 691 1506 771">In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the employer's damages and exposure to loss or expense.</p> <p data-bbox="453 802 1506 1044">19.6.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall:</p> <p data-bbox="568 907 1426 959">(a) Have the principal agent issue a practical completion list(s) prior to such occupation</p> <p data-bbox="568 990 1506 1044">(b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s)</p> <p data-bbox="368 1074 903 1098">Add clause 19.9 to Clause 19.0 to read as follows:</p> <p data-bbox="368 1128 1506 1183">19.8 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.</p> <p data-bbox="368 1213 1410 1267">The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.</p>
22.0	<p data-bbox="368 1295 788 1319">LATENT DEFECT LIABILITY PERIOD</p> <p data-bbox="368 1350 767 1373">Amend Clause 22.1 to read as follow:</p> <p data-bbox="368 1404 1506 1458">22.1 The latent defect liability period for the works shall commence at the start of the construction period and end 10 years from the certified date of final completion.</p> <p data-bbox="368 1488 703 1512">Amend 22.2.1 to read as follow:</p> <p data-bbox="368 1542 1506 1622">22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only.</p> <p data-bbox="368 1653 568 1676">Delete clause 22.2</p>
23.0	<p data-bbox="368 1702 1018 1726">REVISION OF THE DATE FOR PRACTICAL COMPLETION</p> <p data-bbox="368 1756 687 1780">Amend 23.2 to read as follow:</p> <p data-bbox="368 1811 1506 1891">23.2 The contractor is entitled to a revision of the date for practical completion with an adjustment of the contract value (26.0) by the principal agent subject to a written approval from the employer, for a delay to practical completion caused by one or more of the following events: -</p> <p data-bbox="368 1945 687 1968">Amend 23.7 to read as follow:</p> <p data-bbox="368 1999 1506 2053">23.7. The principal agent shall, within twenty (20) working days of receipt of the claim, with the written consent of the employer, grant in full, reduce, refuse the working days claimed, and:</p>

Clause	Amendments
25.0	<p>PAYMENT</p> <p>Amend 25.1. to read as follow:</p> <p>25.1 The contractor shall cooperate with and assists the employer and Principal agent in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the principal agent shall make a fair estimate of the work executed.</p> <p>Amend Clause 25.0 by adding the following sub clauses under clause 25.1:</p>
	<p>25.1.1. The principal agent shall prepare in full the payment certificate for signature and effect by the employer as stipulated in the contract. No payment certificate will be concluded and effected without the employer's authorized signature on the certificate.</p> <p>25.1.2. No payment certificate will be effected without the employer's authorized signature on the certificate.</p> <p>25.1.3 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance certificate has expired.</p> <p>25.1.4 The Contractor shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p> <p>Amend clause 25.4.4 to read as follows:</p> <p>25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed payment certificate and Contractor Invoice to the employer at the rate of repo rate plus 3%.</p> <p>25.4.5. Delete</p> <p>Amend 25.7 to read as follow:</p> <p>25.7 The Employer shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the Contractor the amount certified in an interim payment certificate within thirty (30) calendar days from the date of submission of undisputed payment certificate to the employer after verification, unless there is an objection of the certificate by the employer. <i>The employer cannot reject a certificate once the employer signs it.</i></p> <p>Amend Clause 25.9 by adding the following sub clauses:</p> <p>25.9.1 The employer shall only be liable for the payment for materials and/or goods on site if ownership is proven by the contractor (paid in full) and such ownership shall pass on to the employer upon payment.</p> <p>25.9.2 The employer shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the contractor (paid in full) and the contractor submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the employer upon payment.</p>

Clause	Amendments
26.0	<p data-bbox="363 218 1121 246">ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</p> <p data-bbox="363 301 863 329">Add the followings sub clauses to clause 26.1.</p> <p data-bbox="363 383 1509 453">26.1.1. Upon receipt of the change request, the Principal Agent must professionally consider the merits of the change request and make a recommendation to the employer.</p> <p data-bbox="363 508 1509 620">26.1.2. The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>

Clause	Amendments
	<p>26.1.3. The Employer must communicate the approval of the change request in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the change request, issue the necessary Contract Instruction to the contractor to undertake the works.</p> <p>26.1.4. The Contractor shall not commence with any change request Works without proof of the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 26.1.2 above.</p> <p>26.1.5 Should the Contractor undertakes the change request Works without the necessary written approval of the change request from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.</p> <p>26.1.6. The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.</p> <p>Amend clause 26.7 to read as follow: 26.7 The principal agent, in consultation with the employer, shall assess the claim and on approval by the employer, shall adjust the contact value within twenty (20) working days of receipt of such details.</p>
27.0	<p>RECOVERY OF EXPENSE AND/OR LOSS</p> <p>27.1.4. Delete</p>
28.0	<p>SUSPENSION BY THE CONTRACTOR</p> <p>Amend clause 28.1. to read as follow: 28.1 The contractor may give fourteen (14) Working days' notice to the employer and the principal agent of the intention to suspend the works where the employer and the principal agent have failed to:</p> <p>Add the followings clause to clause 28.0: 28.5. The date of resumption of works shall be the date on which the default has been remedied by the employer.</p>
29.0	<p>TERMINATION</p> <p>Clause 29.1.1 is amended by the addition of the following sub-clauses:</p> <p>29.1.1a The contractor refuses or neglects to comply strictly with any of the conditions of contract.</p> <p>29.1.1b The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>29.1.1c The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>29.1.1d The contractor fails to perform in terms of the agreement or the employer on reasonable ground</p>

Clause	Amendments
	<p>believe that the contractor may not be able to comply with his obligation.</p> <p>Amend 29.10 to read as follow:</p> <p>29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination.</p> <p>Amend 29.23 to read as follow:</p> <p>29.23 The latent defect liability period for the completed portion of works shall end 10 years from the dateof termination (22.2.2).</p>
30.0	<p>DISPUTE RESOLUTION</p> <p>Delete clauses 30.3, 30.4, 30.5 and 30.6</p>

Contract Agreement

Clause Number	Contract Agreement
41.0	<p>41.0 POST TENDER PROVISIONS</p> <p>41.1 All information provided in this section requires consultation with the parties to the agreement.</p> <p>41.2 The completed Contract Data - Employer and Contractor data - Contractor addenda and such other pertinent documents as listed below shall form part of this agreement:</p> <p>41.3 The dispute resolution body selected by the parties is:</p> <p style="text-align: center;"><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></p> <p>41.4 The employer shall provide a Payment Guarantee <div style="display: flex; justify-content: space-between; align-items: center;"> (amount) <div style="border: 1px solid black; padding: 2px 20px;">N/A</div> </div> </p> <p>41.5 An annual building industry holiday period is applicable <div style="display: flex; justify-content: space-between; align-items: center;"> (yes/no) <div style="border: 1px solid black; padding: 2px 20px;">YES</div> </div> </p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.0	<p>42.0 CONTRACTUAL AGREEMENT</p> <p>42.1 This agreement is the entire (special conditions?) contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.</p> <p>42.2 Contracting Parties</p> <p>(1) Employer : THE INDEPENDENT DEVELOPMENT TRUST</p> <p>Physical Address : North West Regional Office 4071 Joule Street Industrial Site Mmabatho, 2735</p> <p>Telephone : (018) 389 3000 Fax : (086) 656 4152 E-mail : permyk@idt.org.za</p> <p>TAX / Vat Registration no : 458 014 7876</p>

Clause Number	Contract Agreement
	<p>(2) Contractor :</p> <p>Physical Address :</p> <p>Telephone :</p> <p>Fax :</p> <p>E-mail :</p> <p>TAX / Vat Registration no :</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p style="text-align: right;">(amount) <input style="width: 150px; height: 15px;" type="text"/></p> <p>(In words) _____</p> <p>_____</p> <p>_____</p> <p>42.4 Signature of the contracting parties:</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p style="text-align: right;">_____ For and on behalf of the employer who by signature hereof warrants authorisation hereto</p> <p>_____ Capacity of signatory</p> <p style="text-align: right;">_____ As Witness (1)</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory</p> <p style="text-align: right;">_____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto</p> <p>_____ Capacity of signatory</p> <p style="text-align: right;">_____ As Witness (2)</p>

Clause Number	Contract Agreement		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> </td> </tr> </table>	<p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>		

C1.2.1 Special Conditions of Contract

INTRODUCTION

WHEREAS, the Independent Development Trust (“IDT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 6.2 @ May 2018 (hereinafter referred to as “Main Agreement”) and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

a) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 1.1.3** Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

b) SUBCONTRACTING

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

c) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

d) TRAINING

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

e) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

f) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers’ rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.”

g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in

accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly, the full amount of the fixed portion of the P&G will be paid only once the successful contractor has fully complied with deliverables under this section.

h) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

i) AMBIGUITY OR DISCREPANCY

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of.....**2023**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as Acting Regional
General Manager

2. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as the Programme
Manager.

Signed at Pretoria on this the day of.....**2023**

AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**
.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

BID DATA FOR DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

Contract No.:

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer")

entered into, a Contract with _____

(hereinafter called "the Contractor") on the _____ day of _____

20__ for the construction of

_____ at

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

AND WHEREAS

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

NOW THEREFORE WE,

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

- 1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2. This guarantee shall be limited to the payment of a sum of money
- 3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to

give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

_____ (R _____)

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20.....between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

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

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

for (contract title)

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

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

to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

6. **SIGNED by:**

(Signature):(Signature):(Signature):

Name:**Name:** **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness:**Witness:****Witness:**
(Signature):(Signature):(Signature):

Name:**Name:** **Name:**

Address:Address: Address:

.....

Date: Date:..... Date:

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

Refer Overleaf:

C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:
;

AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER: APPOINTMENT

BID DATA FOR DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

- BID NUMBER: DOE11NWER024

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2

above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed atfor and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:



Waiver of Contractor's Lien for use with the JBCC Principal Building or JBCC Minor Works Agreements

DEFINITIONS

Contractor _____

Employer _____

Agreement _____
(Principal Building Agreement
or Minor Works Agreement)

Works (description) _____

Site _____
(property title deed description)

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement

Thus done and signed at _____ on

Name of signatory

Capacity of signatory

As witness

For and on behalf of the Contractor who by
signature hereof warrants authorization hereto

JBCC Series 2000 □ Code 2121 July 2007

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THENORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

C2.1 Pricing Instructions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition Revised), 2015. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for BIDs. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.

- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

INDEPENDENT DEVELOPMENT TRUST

AT

**REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA
SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF
EDUCATION**

C2.2 Bills of Quantities (See attachments)

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

Item No	Quantity	Rate	Amount
<u>SECTION NO. 1</u>			
<u>BILL NO.1</u>			
<u>PRELIMINARIES</u>			
<u>PREAMBLES FOR TRADES</u>			
<u>MEANING OF TERMS "TENDER / TENDERER"</u>			
Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".			
<u>PRELIMINARIES</u>			
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			
The JBCC Principal Building Agreement Contract Data form an integral part of this agreement			
The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities			
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2) shall be deemed to be incorporated in project specific preliminaries, amended as hereinafter described			
The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities			
Carried Forward		ZAR	
Section No. 1 Bill No. 1 Preliminaries and General			

Brought Forward	ZAR
<p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></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 Model Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in this Project specific preliminaries to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p>	
<p style="text-align: center;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminaries and General</p>	ZAR

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

			ZAR
Brought Forward			
<p>If Alternative A as set out in clause C 4.0 hereinafter is to be used for the adjustment of the preliminaries each item price is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.</p> <p>Should the contractor select Option A in terms of Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)</p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p> <p><u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>Interpretation</u></p> <p>1 Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....</p> <p>2 Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....</p> <p>3 Clause 3.0 - Offer and acceptance F:..... V:..... T:.....</p> <p>4 Clause 4.0 - Cession and assignment F:..... V:..... T:.....</p>	Item		
Carried Forward			
<p>Section No. 1 Bill No. 1 Preliminaries and General</p>			ZAR

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

Brought Forward		ZAR
5	Clause 5.0 - Documents F:..... V:..... T:.....	Item
6	Clause 6.0 - Employer's agents F:..... V:..... T:.....	Item
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item
<u>Insurances and Securities</u>		
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item
11	Clause 11.0 - Securities F:..... V:..... T:.....	Item
<u>Execution</u>		
12	Clause 12.0 - Obligations of the parties F:..... V:..... T:.....	Item
13	Clause 13.0 - Setting out The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F: V:..... T:.....	Item
14	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item
Carried Forward		ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

	Brought Forward		ZAR
15	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item	
16	Clause 16.0 - Direct contractors F:..... V:..... T:.....	Item	
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item	
	<u>Completion</u>		
18	Clause 18.0 - Interim completion = n/s subcontract agreement F:..... V:..... T:.....	Item	
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	
20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item	
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	
23	Clause 23.0 - Revision of date for practical completion F:..... V:..... T:.....	Item	
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR
25	<p>Clause 19.0 - Temporary works and plant</p> <p><u>User note?</u></p> <p><i>Insert details against this clause for any of the following where specifically required</i></p> <p style="padding-left: 40px;">Subclause 19.1.1 - <i>Enclosure of the works</i></p> <p style="padding-left: 40px;">Subclause 19.1.2 - <i>Office accommodation</i></p> <p style="padding-left: 40px;">Clause 19.2 - <i>Notice boards</i></p> <p>F:..... V:..... T:.....</p>	Item	
26	<p>Clause 23.0 - Contractor's domestic subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	
27	<p>Clause 11.0 - Special insurances</p> <p>F:..... V:..... T:.....</p>	Item	
28	<p>Clause 16.0 - Site and access</p> <p><u>User note</u></p> <p><i>Insert details against this clause for any of the following where specifically required</i></p> <p style="padding-left: 40px;">Clause 16.7 - <i>Known services</i></p> <p style="padding-left: 40px;">Clause 16.8 - <i>Protection of trees</i></p> <p>F:..... V:..... T:.....</p>	Item	
29	<p>Clause 6.0 - Contractor's site representative</p> <p>F:..... V:..... T:.....</p>	Item	
30	<p>Clause 7.0 - Compliance with laws and regulations</p> <p>F:..... V:..... T:.....</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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Brought Forward		ZAR
<u>Payment</u>		
31	Clause 25.0 - Payment F:..... V:..... T:.....	Item
<u>Objective (A2)</u>		
32	Clause 26.0 - Adjustment to the contract value and final account F:..... V:..... T:.....	Item
33	Clause 27.0 - Recovery of expense and or loss F:..... V:..... T:.....	Item
34	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item
35	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item
<u>Suspension and Termination</u>		
36	Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item
37	Clause 29.0 - Termination F:..... V:..... T:.....	Item
38	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item
Carried Forward		ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR
39	<p>Clause 39.0 - Termination - cessation of the works</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute Resolution</u></p>	Item	
40	<p>Clause 30.0 - Dispute resolution F:..... V:..... T:.....</p> <p><u>Agreement</u></p>	Item	
41	<p>No Clause</p> <p>The agreement comprises the entire contract between the parties. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the parties.</p> <p><u>User note</u></p> <p><i>All information for this clause requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor</i></p>	Item	
42	<p>Clause 42.0 - Contractual agreement</p> <p>The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

Brought Forward		ZAR
<u>SECTION B - GENERAL PRELIMINARIES</u>		
<u>Definitions and interpretation</u>		
43	1.1 - Definitions F:..... V:..... T:.....	Item
44	1.2 - Interpretation F:..... V:..... T:.....	Item
<u>Documents</u>		
45	2.1 - Checking of documents F:..... V:..... T:.....	Item
46	2.2 - Provisional bills of quantities N/A	
	F:..... V:..... T:.....	Item
47	2.3 - Availability of construction information F:..... V:..... T:.....	Item
48	2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item
<u>Previous work and adjoining properties</u>		
49	3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item
50	3.2 - Previous work - defects F:..... V:..... T:.....	Item
51	3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item
Carried Forward		ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

**NORTH WEST PROVINCE
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Brought Forward		ZAR
<u>The site</u>		
52	4.1 - Handover of site in stages F:..... V:..... T:.....	Item
53	4.2 - Enclosure of the works F:..... V:..... T:.....	Item
<p>The contractor shall provide, erect, alter as necessary, maintain, remove and make good on completion of the works suitable hoardings, complete with gantries, fans, safety screens, barriers, guard railing, access gates, covered gangways, steel sections at crane lifts, splayed corners, returned ends, etc as indicated on the drawings and as necessary for the enclosure of the works and the protection of the public, all to the satisfaction of the Representative/Agent and the Local Authority</p>		
54	4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item
55	4.4 - Encroachments F:..... V:..... T:.....	Item
56	4.5 - Existing premises occupied F:..... V:..... T:.....	Item
57	4.6 - Services - Known F:..... V:..... T:.....	Item
<u>Management of contract</u>		
58	5.1 Management of the works F:..... V:..... T:.....	Item
59	5.2 Progress meetings F:..... V:..... T:.....	Item
Carried Forward		ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR
60	5.3 Technical meetings F:..... V:..... T:.....	Item	
	<u>Samples, shop drawings etc</u>		
61	6.1 - Samples of materials F:..... V:..... T:.....	Item	
62	6.2 - Workmanship samples F:..... V:..... T:.....	Item	
63	6.3 - Shop drawings F:..... V:..... T:.....	Item	
64	6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<u>Deposits and fees</u>		
65	7.1 - Deposits and fees F:..... V:..... T:.....	Item	
	<u>Temporary services</u>		
66	8.1 - Water F:..... V:..... T:.....	Item	
67	8.2 - Electricity F:..... V:..... T:.....	Item	
68	8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	
69	8.4 - Communication facilities F:..... V:..... T:.....	Item	
	<u>Prime cost amounts</u>		
70	9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR
	<u>Attendance on subcontractors</u>		
71	<p>10.1 - General attendance</p> <p><u>User note?</u></p> <p><i>General attendance is defined in the n/s subcontract agreement</i></p> <p>Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately</p> <p>F:..... V:..... T:.....</p>	Item	
72	<p>10.2 - Special attendance</p> <p><u>User note?</u></p> <p><i>General attendance is defined in the n/s subcontract agreement</i></p> <p>Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately</p> <p>F:..... V:..... T:.....</p>	Item	
	<u>General</u>		
73	<p>11.1 - Protection of the works F:..... V:..... T:.....</p>	Item	
74	<p>11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....</p>	Item	
75	<p>11.3 - Security of the works F:..... V:..... T:.....</p>	Item	
76	<p>11.4 - Notice before covering work F:..... V:..... T:.....</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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	Brought Forward		ZAR
77	11.5 - Disturbance F:..... V:..... T:.....	Item	
78	11.6 - Environmental disturbance F:..... V:..... T:	Item	
79	11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item	
80	11.8 - Vermin F:..... V:..... T:.....	Item	
81	11.9 - Overhand work F:..... V:..... T:.....	Item	
82	Clause 9.10 Enclosure of works F: V: T:	Item	
83	Clause 9.11 Sheds F: V: T:	Item	
	The contractor shall provide, maintain, and remove on completion of the works temporary sheds for the proper storage of materials		
84	11.10 Tenant installtions by direct contractors F: V: T:	Item	
	The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board, and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times		
85	11.11 Advertising F: V: T:	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR
86	<p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works Scaffolding will not be permitted to be erected from buildings on adjacent premises</p> <p>Clause 9.14 - Notice Board</p> <p>F: V: T:</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge</p> <p>The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering</p> <p>Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent</p>	Item	
87	<p>Clause 9.10 Enclosure of works</p> <p>F: V: T:</p>	Item	
88	<p>Sheds</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain, and remove on completion of the works temporary sheds for the proper storage of materials</p>	Item	
89	<p>Office for the representative / agent</p> <p>F: V: T:</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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	Brought Forward		ZAR
90	<p>The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board, and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times</p> <p>Plant and Scaffolding</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works Scaffolding will not be permitted to be erected from buildings on adjacent premises</p>	Item	
91	<p>Notice Board</p> <p>F: V: T:</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge</p> <p>The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering</p> <p>Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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	Brought Forward	
		ZAR
<u>Schedule of variables</u>		
<p>Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p>		
- Provisional bills of quantities [clause 2.2] The quantities are provisional	No	
- Availability of construction documentation [clause 2.3] Construction documentation is complete	Yes	
- Previous work - dimensional accuracy [clause 3.1]		
- Previous work - defects [clause 3.2]		
- Inspection of adjoining properties [clause 3.3]		
- Water [clause 8.1]		
Option A (by contractor)	<i>yes</i>	
Option B (by employer - free of charge)	<i>no</i>	
Option C (by employer - metered)	<i>no</i>	
- Electricity [clause 8.2]		
Option A (by contractor)	<i>yes</i>	
Option B (by employer - free of charge)	<i>no</i>	
Option C (by employer - metered)	<i>no</i>	
	Carried Forward	ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward	
<ul style="list-style-type: none"> - Ablution and welfare facilities [clause 8.3] <li style="padding-left: 20px;">Option A (by contractor) yes <li style="padding-left: 20px;">Option B (by employer) no - Communication facilities [clause 8.4] <li style="padding-left: 20px;">Telephone yes <li style="padding-left: 20px;">Facsimile yes <li style="padding-left: 20px;">E-mail yes - Protection of the works [clause 11.1] - Protection/isolation of existing works and works occupied in sections [clause 11.2] Protection/isolation is required Yes - Disturbance [clause 11.5] - Environmental disturbance [clause 11.6] 		ZAR
<p>Section No. 1 Bill No. 1 Preliminaries and General</p>	Carried Forward	ZAR

	Brought Forward		ZAR
	<p><u>SECTION C - SPECIFIC PRELIMINARIES</u></p> <p><u>User note</u></p> <p><i>Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances</i></p>		
92	<p>Site instructions</p> <p>Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>	Item	
93	<p>Warranties for material and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor</p> <p>F:.....V:.....T:.....</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

**NORTH WEST PROVINCE
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	Brought Forward		ZAR
94	<p>Co-operation of contractor for cost management</p> <p>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 final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors</p> <p>F:.....V:.....T:.....</p>	Item	
95	<p>Propping of floors below</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item	
96	<p>Testing of windows for watertightness</p> <p>Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means</p> <p>F:..... V:..... T:.....</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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Brought Forward		ZAR
97	<p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p> <p><u>LABOUR DESK</u></p>	Item
98	<p>The contractor shall establish a labour desk on site with a dedicated office with and including a desk 2 chairs and electricity. From the labour desk (CLO), the contractor will appoint a dedicated community liaison officer at a monthly gross remuneration as indicated, subject to all statutory deductions. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent.</p> <p>F:..... V:..... T:.....</p> <p><u>HEALTH AND SAFETY ACT (Act 85 of 1993)</u></p>	Item
99	<p>Compliance with the Occupational Health and safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract.</p>	Item
100	<p>Provision of OH & S plan prior to commencement of works as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning completed contract</p>	Item
101	<p>Implementation of Approved OHS plan for duration of contract, including daily/ weekly inspections, monthly meeting, required audits, consolidated health and safety file, etc.</p>	Item
Carried Forward		ZAR
<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

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	Brought Forward		ZAR
102	Registration with compensation fund or approved / licenced compensation insurer.	Item	
103	Fulltime competent employee of the contractor as safety construction supervisor and assistant safety construction supervisors for duration of contract.	Item	
104	Health and safety training and induction requirements of all persons entering the site.	Item	
<u>ASBESTOS ABATEMENT REGULATIONS 2020</u>			
105	Comply with Asbestos Abatement Regulation of 2020, National Environmental Management: Waste Act 59 of 2008; Construction Regulation 2003; National Environmental Management: Air Quality Act 39 of 2004	Item	
<u>HIV AND AIDS POLICY</u>			
106	Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment and observation.	Item	
Carried to Final Summary			
Section No. 1 Bill No. 1 Preliminaries and General			ZAR

**NORTH WEST PROVINCE
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Item No	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>REMOVAL, AND DISPOSAL OF ASBESTOS MATERIAL (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles refer to "General Specification of Labour and Material and Methods to be used PW371"</p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Compliance</u></p> <p>Comply with Occupational Health and Safety Act (OHS Act 85 of 1993) and Asbestos Abatement Regulation of 2020, National Environmental Management: Waste Act 59 of 2008; Construction Regulation 2003; National Environmental Management: Air Quality Act 39 of 2004</p> <p><u>Compliance</u></p> <p>Allow for all necessary Protective Equipment approved by Chief Inspector</p> <p>Demolition Equipment shall be suitable for the works required and adhere to all safety and legislative requirements</p> <p>Adhere with and comply with approved removal and disposal methods as required by the Chief Inspector in the Department of Labour</p>			
Carried Forward		ZAR	
<p>Section No. 2 Bill No. 1 Removal and Disposal of Asbestos Structures</p>			

NORTH WEST PROVINCE
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	Brought Forward	ZAR	
<p><u>General</u></p> <p>Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent</p> <p>Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site</p>			
<p>Section No. 2 Bill No. 1 Removal and Disposal of Asbestos Structures</p>	Carried Forward	ZAR	

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Brought Forward		ZAR
<u>REMOVAL AND DISPOSAL OF EXISTING WORK</u>		
1	Dismantling and removal of asbestos cement roof sheeting, wall panels and all asbestos contaminated structures.	m2 2 406
2	Treatment of asbestos waste material.	m2 2 406
3	Carefully collect all asbestos cement waste material and cart off site to a commercial site identified by the contractor and approved by the client. Contractor to ensure that transportation is in an approved vehicle to avoid contamination whilst enroute to disposal site	t 24,06
<u>Strict compliance with Asbestos Abatement Regulation 2020</u>		
4	Allow for ensuring compliance with Asbestos Abatement Regulation of 2020 published under Government Gazette R1196 in GG 43893 of 10 November 2020	Item
Carried to Final Summary		ZAR
Section No. 2		
Bill No. 1		
Removal and Disposal of Asbestos Structures		

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Item No		Quantity	Rate	Amount
	<u>SECTION NO 3</u>			
	<u>BILL NO. 1</u>			
	<u>GENERAL SITE WORKS</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			

	<u>EARTHWORKS</u>			
	<u>Site clearance</u>			
1	Clear area of the site to be built upon including digging up and removing rubbish, debris, vegetation, hedges, boulders, shrubs and trees with trunk not exceeding 200mm girth	m2	2 234	
	<u>Excavations</u>			
2	Open face excavation in earth to reduce levels	m3	435	
	<u>Extra over trench and hole excavations in earth for excavation in</u>			
3	Soft rock	m3	11	
4	Hard rock	m3	6	
	<u>Extra over all excavations for carting away</u>			
5	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles on site to a dumping site to be located by the Contractor	m3	150	
	<u>Keeping excavations free of water</u>			
6	Allow for keeping excavations free of all water other than subterranean water	Item		
	Carried Forward		ZAR	
	Section No. 3 Bill No. 1 External Works			

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Brought Forward			ZAR
<u>Earth filling of G7 material supplied by the contractor compacted to 95% Mod AASHTO density</u>			
7	Oversite to make up level compacted in 150mm thick layers	m3	170
<u>Compaction of surfaces</u>			
8	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	2 234
<u>Prescribed density tests on filling</u>			
9	Modified AASHTO density test	No	6
<u>SOIL POISONING</u>			
<u>Soil insecticide</u>			
10	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	2 234
Carried to Final Summary			ZAR
Section No. 3			
Bill No. 1			
External Works			

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DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 4</u>			
	<u>BILL NO. 1</u>			
	<u>PROVISIONAL SUMS</u>			
	<u>ELECTRICAL CONNECTION</u>			
	<u>Electrical Connection</u>			
1	Provide an amount of R50,000.00 for electrical works	Item		50 000,00
2	Add for profit	Item		
3	Add for attendance	Item		
	<u>PROVISIONS</u>			
4	Provide an amount of R100,000.00 for making good the works	Item		100 000,00
5	Add for profit	Item		
6	Add for attendance	Item		
	Carried to Final Summary		ZAR	
	Section No. 4			
	Bill No. 1			
	Provisional Sums			

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
PROMOSA SECONDARY SCHOOL**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	138	
2	Removal and disposal of Asbestos structures	141	
3	External Works	143	
4	Provisional Sums	144	
	Sub Total		ZAR
	<u>COMMUNITY LIAISON OFFICER</u>		
	Provide the amount of R15 000.00 (Fifteen thousand Rand) for the services of the community liaison officer.	Item	
	<u>PROJECT STEERING COMMITTEE</u>		
	Provide the amount of R5,000.00 (Five Thousand Five Hundred Rand) for the appointment of Project Steering Committee	Item	
	Sub Total		ZAR
	Value Added Tax @ 15%		ZAR
	Carried to Form of Tender		ZAR

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the employer is to appoint a contractor for the Demolition, Removal and disposal of Asbestos structures at Promosa Secondary School in the North West province.

The contractor must ensure compliance with the Asbestos Disposal Act and Health and Safety protocols.

a) PROMOSA SECONDARY SCHOOL Asbestos Buildings to be demolished

No.	Description	Qty	Area (m ²)	Total Area (m ²)
1	4 classroom block	2	484	968
2	8 classroom block (double storey)	1	1334	1334
3	Ablution block	2	52	104

1.2 Location of the works

a) *Promosa Secondary School:*

The project is located at Promosa in Dr Kenneth Kaunda District Municipality, North West Province. Site Coordinates: Latitude. 26°42'14''S 27°02'06''E.

Temporary works

To be communicated to the winning Bidder before construction commences

2 DRAWINGS

N/A

3 Subcontracting

3.2

3.2.1 Scope of mandatory subcontract work

BID No: DOE11NWER024

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 25%, 10% of which should be allocated to the IDT CDP contractors between 2GB and 3GB (list per cluster will be provided upon appointment).

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.2.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

BID No: DOE11NWER024

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 Addenda

DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the employer is to appoint a contractor for the Demolition, removal and disposal of asbestos structures at Promosa Secondary School in the north west province for the department of education

1.2 The scope of works is for Demolition, Removal and Disposal of Asbestos Structures at Promosa Secondary School in The North West Province for The Department of Education

INDEPENDENT DEVELOPMENT TRUST

**DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

C4 Site Information

PROJECT NAME	LOCATION	LATITUDE	LONGITUDE
PROMOSA SECONDARY SCHOOL	PROMOSA	26°42'14''S	27°02'07''E

ADDENDUM A

Contract

BID No: DOE11NWER024

Addendum A
Occupational Health and Safety Regulations

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE
DEPARTMENT OF LABOUR

No. R.

7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Contract

BID No: DOE11NWER024

Addendum A
Occupational Health and Safety Regulations

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

~~Contract~~ _____ ~~Addendum A~~

BID No: DOE11NWER024

Occupational Health and Safety Regulations

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contract
BID No: DOE11NWER024

Addendum A
Occupational Health and Safety Regulations

ADDENDUM B

Occupational Health and Safety Specification

**DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
PROMOSA SECONDARY SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

The Independent Development Trust (IDT)
North West Regional
4071 Joules Street
Industrial Site
Mahikeng
2735

Contract

BID No: DOE11NWER024

Addendum B
Occupational Health and Safety Specification

ADDENDUM "A"

**PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT
1993**

Contract

BID No: DOE11NWER024

**Addendum B
Occupational Health and Safety Specification**

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to,

Contract

BID No: DOE11NWER024

**Addendum B
Occupational Health and Safety Specification**

the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM "B"

NOTIFICATION OF CONSTRUCTION WORK

Contract

BID No: DOE11NWER024

**Addendum B
Occupational Health and Safety Specification**

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

Contract

BID No: DOE11NWER024

Addendum B
Occupational Health and Safety Specification

3. DESIGN CONSULTANTS

3.1 Name and postal address of OHS consultants:

3.1.1 Occupational Health and Safety

To be advised

3.1.2 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

3.2.2 Architects:

3.2.3 Structural engineer :

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Other (if any):

4. THE WORKS

Contract

BID No: DOE11NWER024

**Addendum B
Occupational Health and Safety Specification**

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contract

BID No: DOE11NWER024

Addendum B
Occupational Health and Safety Specification

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

Contract

112

BID No: DOE11NWER024

**Addendum C
Environmental Management Plan**

ASBESTOS ABATEMENT REGULATIONS, 2020

Published under

Government Notice R1196 in GG 43893 of 10 November 2020

SCHEDULE

Contents

1. Definitions
2. Scope of application
3. Identification of asbestos in place
4. Inventory of asbestos in place
5. Asbestos risk assessment
6. Asbestos management plan
7. Information, instruction and training
8. Duties of persons who may be exposed
9. Control of exposure to asbestos
10. Notification of asbestos work
11. Duties of asbestos client for asbestos work
12. Duties of registered asbestos contractor for asbestos work
13. Duties of approved inspection authorities for asbestos work
14. Disputes
15. Plan of work
16. Air monitoring
17. Medical surveillance
18. Regulated asbestos area
19. Personal protective equipment and facilities
20. Labelling and signage
21. Disposal of asbestos
22. Asbestos clearance certificate
23. Records
24. Prohibition
25. Offences and penalties
26. Repeal of regulations
27. Short title

ANNEXURE 1: Asbestos warning labels and signs

ANNEXURE 2: Notification of asbestos work

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

"approved plan of work" means a written site-specific methodology as contemplated in regulation 15 that is at least co-signed by the asbestos client, registered asbestos contractor and approved inspection authority;

"asbestos" means the following fibrous silicates:

- (a) Asbestos actinolite, CAS No. 77536-66-4;
- (b) asbestos grunerite (amosite), CAS No. 12172-73-5;
- (c) asbestos anthophyllite, CAS No. 77536-67-5;
- (d) chrysotile, CAS No. 12001-29-5 or CAS No. 132207-32-0;
- (e) crocidolite, CAS No. 12001-28-4;
- (f) asbestos tremolite, CAS No. 77536-68-6; and
- (g) any mixture containing these fibrous silicates;

"asbestos cement products" means a range of building materials that were manufactured using moulding and compression techniques, consisting of a hardened mixture of asbestos fibres, cement and water;

"asbestos clearance certificate" means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

"asbestos client" means any person for whom asbestos work is performed;

"asbestos coating" means a surface coating which contains asbestos for fire protection, heat insulation or sound insulation, but does not include textured decorative coatings;

"asbestos-containing material" means asbestos as well as any material that contains asbestos and includes asbestos cement products, asbestos coating, asbestos insulation board, asbestos insulation, asbestos textured decorative coatings, asbestos contaminated soil and other asbestos-containing materials;

"asbestos disposal site" means a site specifically designated for the purpose of asbestos disposal in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008);

"asbestos dust" means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

"asbestos in place" includes any asbestos, asbestos cement products, asbestos coatings, asbestos-containing material, asbestos dust, asbestos insulation, asbestos insulation board and asbestos waste at the workplace;

"asbestos insulation" means any asbestos-containing material, which is used for thermal, acoustic or other insulation purposes, including fire protection, except—

- (a) asbestos cement, asbestos coating or asbestos insulating board;
or
- (b) any article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

"asbestos insulating board" means any flat sheet, tile or building board consisting of a mixture of asbestos and cement or any other material, but which is not—

- (a) asbestos coating; or
- (b) an article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

"asbestos removal site" means a workplace where asbestos removal work is performed;

"asbestos removal supervisor" means a competent person responsible for supervision of physical asbestos work processes and coordination of asbestos removal on an asbestos removal site;

"asbestos risk assessment" means a risk assessment and risk categorisation of potential exposure to asbestos dust;

"asbestos waste" means an undesirable or superfluous asbestos or asbestos-containing product or by-product or the undesirable or superfluous asbestos or asbestos-containing emission or residue of any process or activity, which has been—

- (a) discarded by any person; or

- (b) accumulated and stored temporarily with the purpose of discarding it, with or without prior treatment connected with the discarding thereof;

"**asbestos work**" means work that exposes or is likely to expose an employee to asbestos dust, including transporting, storing, removing, handling, treating, repairing and disposing of asbestos;

"**CAS No.**" means the Chemical Abstracts Service Registry Number;

"**Chief Director: Provincial Operations**" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003, published as Government Notice R.929 in *Gazette* No. 25129 of 25 June 2003;

"**clearance indicator**" means the measured airborne concentration of regulated asbestos fibres is less than 0,01 fibres per millilitre (f/ml), as measured in accordance with HSG 248 or an equivalent method;

"**competent person**" means a person who—

- (a) has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications specific to asbestos work or related tasks: Provided that, where appropriate qualifications and training are registered in terms of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and the applicable regulations made under the Act;

"**demolition work**" means a method to dismantle, wreck, break, pull down or knock down a structure or part thereof by way of manual labour, machinery or the use of explosives;

"**environmental air monitoring**" includes static air monitoring for regulated fibres conducted downwind from outdoor type 2 asbestos work or outside asbestos enclosures where type 3 asbestos work is performed or in any area where there is the potential for asbestos contamination;

"exposed to asbestos" means exposed or likely to be exposed to asbestos dust while at the workplace, and **"exposure"** has a corresponding meaning;

"HSG 248" means Health and Safety Guidance 248: Asbestos – The Analysts' Guide for Sampling, Analysis and Clearance Procedures, published in 2005, or latest update;

"incidental asbestos exposure" means unintentional exposure to airborne asbestos at a workplace where asbestos is present;

"non-asbestos-related work" includes work performed in the vicinity of asbestos-containing materials or asbestos cement products, but excludes work performed on or with asbestos-containing materials or asbestos cement products;

"OEL" means the occupational exposure limit, the value of which is set by the Minister, for a stress factor in the workplace;

"OEL for asbestos" means an occupational exposure limit of 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248;

"registered asbestos contractor" means either a contractor, a mandatory or an employer who conducts type 2 asbestos work or type 3 asbestos work or asbestos removal work, who is registered with the chief inspector;

"regulated asbestos area" means an area demarcated and controlled as contemplated in regulation 18;

"regulated asbestos fibre" means a particle of asbestos with a length-to-diameter ratio greater than 3 to 1, a length greater than 5 micrometres and a diameter less than 3 micrometres;

"removal of asbestos" means all tasks included in the process of removing asbestos from the location specified in the inventory of asbestos in place to the final disposal site;

"repair of asbestos-containing materials" means restoring asbestos-containing materials to a safe condition, after damage, using non-destructive methods in a manner that does not cause the release of asbestos fibres;

"respiratory protective equipment" means a device which is worn over at least the mouth and nose to control the inhalation of air that is not safe;

"risk categorisation" means the grouping and ordering of potential asbestos exposure risks as contemplated in regulation 5(3);

"short-term exposure limit" means a short-term exposure limit of 0,6 regulated asbestos fibres per millilitre of air, measured over a continuous 10-minute period;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"type 1 asbestos work" means—

- (a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or
- (b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and,

does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means—

- (a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or
- (b) the removal of asbestos cement products or asbestos insulating board; and,

requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means—

- (a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and,

requires registration as a type 3 registered asbestos contractor with the chief inspector;

"UN Transport of Dangerous Goods" means the UN Recommendations on the Transport of Dangerous Goods – Model Regulations, Volumes 1 and 2, which are guidance documents developed by the United Nations to harmonise dangerous

goods transport regulations, may be updated from time to time, and are commonly known as the UN Orange Book.

Scope of application

2. (1) Subject to subregulation (2), these Regulations apply to every employer and self-employed person who may expose any person to asbestos dust at the workplace.

(2) Regulations 5(2), 8(1), 9(4), 12(3)(d), 16(4), 17 and 23 do not apply to self-employed persons.

Identification of asbestos in place

3. An employer or self-employed person must, as far as is reasonably practicable—

- (a) ensure that all asbestos-containing materials at the workplace are identified by a competent person;
- (b) if it is uncertain whether the suspected material contains asbestos, either deem the material to be asbestos-containing material or arrange for a sample of that material to be analysed for the presence of asbestos by a laboratory competent to carry out such analyses;
- (c) if part of the workplace is inaccessible and considered by a competent person as likely to contain asbestos, assume that asbestos is present in that area;
- (d) if no asbestos is identified as per subregulations (a), (b) and (c), ensure that the asbestos-free status of the workplace is substantiated in writing by a competent person: Provided that subregulation (d) does not apply to an employer who occupies or uses a structure as defined in the Construction Regulations, 2003, published as Government Notice R.1010 in *Gazette* No. 25207 of 18 July 2003, where construction commenced at least three years after promulgation of the Regulations for the Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007, published as

Government Notice R.341 in *Gazette* No. 30904 of 28 March 2008, under section 24B of the Environment Conservation Act, 1989 (Act No. 73 of 1989).

Inventory of asbestos in place

4. (1) An employer or self-employed person must obtain the services of a competent person to ensure that all materials identified as, or assumed to be, asbestos-containing material, as contemplated in regulation 3, are entered into an inventory of asbestos in place, which is kept at the workplace or premises.

(2) With regard to any disagreement as to whether any substance is in fact asbestos, the health and safety representative, health and safety committee or a person nominated by the employees may require that a sample of that substance be taken and definitive identification of the substance be determined by an approved inspection authority, provided that the cost of the identification is borne by the employer.

(3) The inventory of asbestos in place must contain, as far as is reasonably practicable, the following information about each of the asbestos-containing materials-

- (a) The date on which the material was identified;
- (b) a description of the material, quantity and extent of deterioration;
- (c) the location as detailed on a floor plan;
- (d) confirmation of labelling and signage as required by regulation 20;
- (e) the risk categorisation derived from the asbestos risk assessment as detailed in regulation 5(3); and
- (f) a description of potential exposure scenarios as required in regulation 6(2)(b).

(4) The employer or self-employed person must ensure that a competent person reviews and, if necessary, revises the inventory of asbestos in place for the workplace at intervals not exceeding 24 months.

(5) The inventory of asbestos in place should be revised more frequently if—

- (a) further asbestos-containing material is identified; and
- (b) the asbestos-containing material has deteriorated significantly or is removed, damaged, sealed, coated or encapsulated.

(6) Where the removal of asbestos or repair of asbestos-containing material is planned, information in the inventory of asbestos in place must be adequately detailed with respect to the work to be carried out.

(7) The employer, self-employed person or asbestos client must ensure that a copy of the inventory of asbestos in place, or relevant part thereof, is—

- (a) given to the mandatory before any asbestos removal or repair work commences;
- (b) given to the registered asbestos contractor and approved inspection authority before asbestos removal or repair work commences;
- (c) readily accessible to employees and health and safety representatives at the workplace;
- (d) in the case of transfer of ownership, provided to the new owner of the premises; and
- (e) given to the approved inspection authority before asbestos removal or repair work commences.

(8) The mandatory who carries out the removal of asbestos or the repair of asbestos-containing material at a workplace must—

- (a) obtain a copy of the inventory of asbestos in place from the employer, self-employed person or asbestos client; and
- (b) if suspected asbestos-containing materials are located on the structure, plant or machinery, inform the employer, self-employed person or asbestos client who must ensure that a competent person determines whether the substance in question is asbestos-containing material.

(9) In the event of work carried out at a workplace and potential exposure to airborne asbestos—

- (a) the employer, self-employed person or asbestos client, as the case may be, must ensure that the person authorising such work is given a copy of the inventory of asbestos in place;

- (b) the person authorising the work as contemplated in subregulation (a), from the inventory of asbestos in place, must determine what future task and incident-related potential exposure scenarios are applicable to the work, including identifying recommended controls; and
- (c) the employer, self-employed person or asbestos client, as the case may be, must ensure that the recommended controls are implemented with regard to the work.

(10) All asbestos-containing material listed in the inventory of asbestos in place, as required by subregulation (3), must be clearly labelled or provided with signage in accordance with regulation 20.

Asbestos risk assessment

5. (1) If asbestos is identified in terms of regulation 3, then the employer or self-employed person must ensure that an asbestos risk assessment is carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

(2) An employer contemplated in subregulation (1) must, before causing an asbestos risk assessment to be made, consult with the relevant health and safety representative or relevant health and safety committee and inform them in writing of the arrangements made for the asbestos risk assessment, give them reasonable time to comment thereon, and ensure that the results of the asbestos risk assessment are made available to them for comment.

(3) The asbestos risk assessment must, as an outcome, have a risk categorisation based on the potential for exposure to asbestos for each item of asbestos-containing material, which must be derived from the following:

- (a) The health impacts of asbestos;
- (b) the number of persons potentially exposed at the workplace;
- (c) the potential for damage or disturbance of asbestos-containing materials at the workplace, also by maintenance activities, potential incidents and normal occupant activities; and
- (d) the condition of asbestos-containing material, including state of deterioration.

(4) The risk categorisation contemplated in subregulation (3) must be used to determine the need for keeping in place, repairing or removing the asbestos-containing material.

(5) The asbestos risk assessment for asbestos repair work, as required in subregulations (1), (2) and (3), must include the following:

- (a) The assessed risk of any asbestos exposure relating to each job step;
- (b) the controls necessary to reduce the risk of exposure to as low as is reasonably practicable;
- (c) an indication whether environmental air monitoring is required; and
- (d) if exposure risk indicates that the OEL may be exceeded, an indication that the employer must obtain the services of an occupational medical practitioner to fulfil the requirements of regulation 17(1)(b).

(6) The asbestos risk assessment for asbestos removal work, as part of the plan of work as contemplated in regulation 15 for asbestos-containing materials identified for removal, must consider the following:

- (a) The aspects detailed in subregulation (5);
- (b) the risk assessment carried out in accordance with regulation 12(2);
- (c) the potential exposure of persons other than employees;
- (d) the potential contamination of the air, ground and water;
- (e) the thorough decontamination of employees and the workplace;
- (f) the transportation of asbestos-containing materials and asbestos waste; and
- (g) emergency scenarios.

(7) An employer or self-employed person must obtain the services of an approved inspection authority that must review and endorse the following at intervals not exceeding six years-

- (a) The inventory of asbestos in place as required by regulation 4; and
- (b) the asbestos risk assessment as required by subregulation (1):

Provided that the review and endorsement are not required if the work was carried out by an approved inspection authority.

Asbestos management plan

6. (1) If asbestos-containing materials are identified, as required in regulation 3, the employer or self-employed person must ensure that a written asbestos management plan for the workplace is prepared by a competent person.

(2) The asbestos management plan must include at least the following:

- (a) A procedure that contains at least measures related to—
 - (i) the implementation of regulations 3, 4, 5, 8 and 20 at the workplace;
 - (ii) the repair, removal and management of asbestos-containing materials; and
 - (iii) the implementation of the Regulations for Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007;
- (b) where asbestos-containing materials have been identified in the inventory of asbestos in place, a specific procedure which will, as far as is reasonably practicable, reduce the risk of exposure of employees, as well as incidental asbestos exposure, for the following scenarios-
 - (i) Incidents;
 - (ii) emergencies;
 - (iii) removal work; and
 - (iv) repair work; and
- (c) a policy, procedure and implementation plan for phasing out existing asbestos-containing materials at the workplace, which considers the following:
 - (i) The principle of 'reasonably practicable'; and
 - (ii) reasons for decisions.

(3) The employer or self-employed person must review and, if necessary, revise the asbestos management plan at intervals not exceeding eight years or if any information contemplated in subregulation (2) changes.

Information, instruction and training

7. (1) An employer must—
- (a) provide, to persons who may have incidental asbestos exposure, information, instruction and training—
 - (i) through induction training upon employment; and
 - (ii) when the inventory of asbestos in place is reviewed;
 - (b) ensure that the information, instruction and training contemplated in subregulation (a) include, at least—
 - (i) the sources of potential exposure as identified in the inventory of asbestos in place contemplated in regulation 4;
 - (ii) the potential health risks associated with exposure to asbestos;
 - (iii) procedures, including exposure controls and personal decontamination to be followed when asbestos-containing materials have been damaged, or in the event of accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;
 - (iv) the safe disposal of asbestos waste;
 - (v) procedures for record keeping; and
 - (vi) the inventory of asbestos in place as contemplated in regulation 4.
- (2) Where an employee undertakes non-asbestos-related work, where there is a potential for exposure to asbestos dust, the employer must ensure that the employee is adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—
- (a) the sources of potential exposure identified in the inventory of asbestos in place as contemplated in regulation 4;
 - (b) the potential health risks associated with exposure to asbestos;
 - (c) task and incident-related potential exposure scenarios, as well as precautionary measures to be taken to prevent exposure; and
 - (d) procedures to be followed in the event of accidental disturbance or any other similar emergency situation likely to result in the release of asbestos dust.

(3) In the case of removal of asbestos or repair of asbestos-containing materials, as contemplated in regulation 12, the employer must ensure that all supervisors and employees are adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the OEL and its meaning;
- (b) the importance of good housekeeping at the workplace, fall protection, the correct use of personal protective equipment and personal hygiene;
- (c) the contents of plans of work regarding the handling, removal and temporary storage of any asbestos-containing material;
- (d) the correct use of control measures to limit the spread of asbestos dust outside the regulated asbestos area;
- (e) the control measures to limit the exposure of employees inside the regulated asbestos area;
- (f) procedures to be followed in the event of accidental spillage, disturbance or any other similar emergency situation likely to result in the release of asbestos dust;
- (g) procedures for reporting and correcting failures of control measures likely to result in the release of asbestos dust; and
- (h) the safe disposal of asbestos waste.

(4) Training contemplated in subregulation (3) must—

- (a) be provided by a person deemed competent by the chief inspector;
- (b) have a minimum contact duration of eight hours; and
- (c) as an outcome, provide employees with asbestos training certificates.

(5) Refresher training with a minimum contact duration of two hours must be provided at least annually or at more frequent intervals if—

- (a) work methods change;
- (b) the type of work carried out changes significantly;
- (c) the type of equipment used to control exposure changes; or
- (d) deemed a requirement by the occupational health and safety committee.

(6) An employer must ensure that up-to-date records of employee training are made available at the workplace that has asbestos in place.

(7) An employer must ensure that current employee asbestos training certificates, as contemplated in subregulation (4)(c), are provided to employees upon termination of employment.

Duties of persons who may be exposed

8. (1) Employees who may be exposed to asbestos in place must—
- (a) obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer;
 - (b) attend asbestos awareness training in the inventory of asbestos in place for the building; and
 - (c) report any asbestos-containing material that has been damaged to the employer or health and safety representative of the workplace, as the case may be, who must report it to the employer.
- (2) Persons involved in non-asbestos-related maintenance, who may be exposed to asbestos, must—
- (a) obtain a copy of the relevant part of the inventory of asbestos in place for the applicable workplace where non-asbestos-related maintenance will be carried out;
 - (b) prevent damage to or disturbance of asbestos in place; and
 - (c) if damage or disturbance occurs, stop work immediately and report such damage or disturbance to the employer or to the health and safety representative of the workplace, who must report it to the employer.
- (3) Persons involved in type 1 asbestos work must obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer, as applicable, regarding—
- (a) the acquisition of a copy of the relevant part of the inventory of asbestos in place for the workplace;
 - (b) the demarcation of the regulated asbestos area, as required in regulation 18, to prevent unauthorised entry, using signage as per Annexure 1;

- (c) as far as is reasonably practicable, the use of non-destructive wet methods during removal procedures;
- (d) the use of appropriate tools and equipment to limit, as far as is reasonably practicable, the release of asbestos dust;
- (e) the appropriate type and use of personal protective equipment and clothing;
- (f) the thorough decontamination of equipment;
- (g) the containment, and labelling in terms of regulation 20, and disposal of asbestos waste in terms of regulation 21; and
- (h) the disposal of used disposable overalls and respiratory protective equipment, where applicable, as asbestos waste.

(4) Any person involved in type 2 or type 3 asbestos work, who may be exposed to asbestos at the workplace, must obey any lawful instruction pertaining to occupational health and safety, given by or on behalf of the employer or a self-employed person, regarding—

- (a) compliance with requirements of the asbestos plan of work that was approved for that site-specific asbestos work in terms of regulation 15;
- (b) as far as is reasonably practicable, the use of non-destructive wet methods during asbestos removal work;
- (c) the prevention of asbestos dust becoming airborne;
- (d) the appropriate type and use of personal protective equipment and clothing;
- (e) wearing of monitoring equipment to measure personal exposure to asbestos;
- (f) reporting for medical surveillance as required by regulation 17;
- (g) the cleaning up and disposal of any asbestos waste;
- (h) decontamination of the structure of a workplace, building or plant, of any visible dust residue where asbestos removal work has been undertaken;
- (i) housekeeping at the workplace, personal hygiene and good environmental and health practices, including eating, drinking and smoking in designated places, as provided;

- (j) information and training received as contemplated in regulation 7;
and
- (k) the correct decontamination procedures that must be followed as given in the approved plan of work.

Control of exposure to asbestos

9. (1) An employer or self-employed person must ensure that the exposure of a person to asbestos is either prevented or, where this is not reasonably practicable, adequately controlled: Provided that the control of exposure is regarded as adequate if the measured airborne concentration of regulated fibres is—

- (a) at or below the OEL for asbestos; or
- (b) above the OEL for asbestos, but the reason has been identified and action is taken, as soon as is reasonably practicable, to lower airborne concentrations to a level as low as reasonably practicable below the OEL for asbestos.

(2) Where reasonably practicable, an employer or self-employed person must control exposure to asbestos—

- (a) by limiting the number of persons who will be exposed or may be exposed;
- (b) by limiting the period during which persons will be exposed or may be exposed;
- (c) by limiting the amount of asbestos dust that may contaminate the working environment;
- (d) by introducing engineering control measures for the control of exposure to asbestos, which include the following:
 - (i) Process separation or enclosure;
 - (ii) bonding of asbestos fibres with other materials to prevent the release of asbestos dust;
 - (iii) the use of wet methods, where appropriate; and
 - (iv) the provision of a negative pressure unit with a filtration efficiency of at least 99 per cent for particles one micrometre in size, in the case of type 3 asbestos work, with a fault

indicator to provide early warning of a failure of the negative pressure unit; and

(e) by complying with the requirements of regulation 19.

(3) With regard to the contamination of water with asbestos, an employer or self-employed person must ensure that—

(a) any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system;

(b) a suitable water filtration system is used, which will ensure that the quantity of asbestos being released or entering into any environment or water system is reduced as far as is reasonably practicable; and

(c) contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste.

(4) By introducing appropriate written work procedures that an employee must follow, an employer or self-employed person must ensure that—

(a) asbestos-containing materials are safely handled and disposed of in the appropriate manner; and

(b) installations, equipment, tools and negative pressure units are safely used, decontaminated and maintained.

(5) An employer or self-employed person must report to the Chief Director: Provincial Operations, by telephone, electronic mail or similar means of communication, any spill, disturbance or uncontrolled release of asbestos, which may be considered a health hazard.

Notification of asbestos work

10. (1) No employer, self-employed person or asbestos client may carry out any type 1 asbestos work unless the Chief Director: Provincial Operations has been notified in writing of the location, venue and contact details of where the asbestos work will be done, at least seven days prior to commencement of such work.

(2) No employer, self-employed person or asbestos client may carry out any type 2 or type 3 asbestos work unless the Chief Director: Provincial Operations

has been notified, in writing, at least seven days prior to commencement of such work.

(3) A shorter time period for notification contemplated in subregulations (1) and (2) may be allowed by the Chief Director: Provincial Operations in the event of an emergency.

(4) Written notification contemplated in subregulation (2) must be provided in the format indicated in Annexure 2.

(5) The relevant Chief Director: Provincial Operations must ensure that acknowledgement of receipt is provided, in writing, to the employer, self-employed person or asbestos client within the seven day notification period.

Duties of asbestos client for asbestos work

11. (1) An asbestos client, employer or self-employed person carrying out type 1 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, when asbestos work is planned;
- (b) ensure that an asbestos risk assessment, as contemplated in regulation 5, is carried out prior to asbestos work;
- (c) ensure that a written safe work procedure is developed and followed; and
- (d) as far as is reasonably practicable, provide adequate information, instruction and training, as contemplated in regulation 7, to any person who may be exposed to asbestos as a result of that asbestos work.

(2) An asbestos client, employer or self-employed person planning type 2 or type 3 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, to the registered asbestos contractor and approved inspection authority;
- (b) if asbestos-containing material intended for removal or repair is not identified in the inventory of asbestos in place, review and update the inventory;

- (c) ensure that an asbestos risk assessment is carried out prior to asbestos work;
- (d) appoint, in writing, an approved inspection authority;
- (e) ensure that the appropriately registered asbestos contractor performs type 2 or type 3 asbestos work as per the asbestos plan of work;
- (f) ensure that notification of asbestos work is given as contemplated in regulation 10(2);
- (g) ensure that they have co-signed the asbestos plan of work for the asbestos repair or removal work to be carried out;
- (h) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (i) before any asbestos work commences on site, ensure that the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993); and
- (j) where a fatality or permanent disabling injury occurs during asbestos work, report such fatality or injury to the Chief Director: Provincial Operations as contemplated in section 24 of the Act and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003.

(3) After completion of type 2 or type 3 asbestos work, the asbestos client must obtain an asbestos clearance certificate from the approved inspection authority.

Duties of registered asbestos contractor for asbestos work

12. (1) In the case of type 2 and type 3 asbestos work, the registered asbestos contractor must—

- (a) undertake only the type of asbestos work for which they are registered by the chief inspector;
- (b) appoint an occupational health and safety representative as contemplated in section 17 of the Act; and

- (c) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client, prior to asbestos work taking place.
- (2) Before commencement of any asbestos work and during such work, the registered asbestos contractor must ensure that—
- (a) a risk assessment is performed that includes—
 - (i) identification of the hazards to which persons may be exposed;
 - (ii) an assessment of the risks related to the hazards based on a documented method; and
 - (iii) documented control measures to mitigate the risk;
 - (b) the risk assessment contemplated in subregulation (a) is reviewed—
 - (i) at regular documented intervals;
 - (ii) when an incident has occurred; and
 - (iii) when the scope of work changes; and
 - (c) an up-to-date copy of the risk assessment is made available at the relevant asbestos work site.
- (3) The registered asbestos contractor must—
- (a) ensure that the approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work;
 - (b) appoint in writing an asbestos removal supervisor for each asbestos work site, who must ensure—
 - (i) occupational health and safety compliance on the asbestos removal site;
 - (ii) compliance with safe asbestos removal or repair procedures;
 - (iii) the correct use of personal protective equipment; and
 - (iv) proper decontamination and waste disposal;
 - (c) adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work;
 - (d) ensure that the employee medical and training records are available on site for inspection and validation;

- (e) ensure that at least the following information for every employee is recorded and kept for a minimum period of 50 years-
 - (i) Physical address of every asbestos work project; and
 - (ii) names and identification numbers of employees potentially exposed;
- (f) before commencement of asbestos work, ensure that—
 - (i) an approved inspection authority has been appointed in writing by the asbestos client; and
 - (ii) the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and
- (g) where a fatality or permanent disabling injury occurs during asbestos work, ensure that a report about the fatality or injury is provided to the Chief Director: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

Duties of approved inspection authorities for asbestos work

13. An approved inspection authority involved in type 2 or type 3 asbestos work must—

- (a) ensure that the appropriately registered asbestos contractor performs only type 2 or type 3 asbestos work, as the case may be;
- (b) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client prior to asbestos work taking place;
- (c) in consultation with the registered asbestos contractor, compile a plan of work in accordance with regulation 15;
- (d) approve and submit the plan of work at least seven days prior to commencement of asbestos work to the Chief Director: Provincial Operations for acknowledgement;

- (e) receive acknowledgement from the Chief Director: Provincial Operations within the seven-day period;
- (f) confirm the employee medical certificate of fitness and asbestos training records for that asbestos work;
- (g) provide guidance and site-specific instructions to the registered asbestos contractor on the approved plan of work;
- (h) inspect adherence to the approved plan of work and requirements of these Regulations;
- (i) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (j) perform planned asbestos air monitoring in accordance with regulation 16 and provide, as soon as is reasonably practicable, air monitoring results to the registered asbestos contractor and asbestos client;
- (k) issue a written report, which includes findings and, where necessary, recommendations; and
- (l) ensure that, upon completion of type 2 or type 3 asbestos work, clearance is performed as required in regulation 22.

Disputes

14. (1) The following provisions apply if uncertainty exists with regard to, or if a dispute arises concerning, the classification of type 1, 2 or 3 asbestos work under this regulation-

- (a) The employer responsible for the work area where asbestos work is to be carried out must obtain the services of an approved inspection authority that must make a decision concerning the type of asbestos work; or
- (b) the employer or self-employed person responsible for the work area where asbestos work is to be carried out must refer the dispute to the chief inspector, who must make a decision concerning the type of asbestos work;
- (c) the employer or self-employed person responsible for the work area, who notifies the approved inspection authority or chief

inspector, must promptly inform other parties that such authority or inspector has been notified;

- (d) the approved inspection authority or chief inspector must investigate the matter and give the parties a decision in writing within 30 days; and
- (e) the asbestos work under dispute must cease until a decision under subregulation (2) is obtained.

(2) Should a dispute arise over the interpretation relating to matters in subregulation (1)(a), the affected person may appeal against the interpretation to the chief inspector.

Plan of work

15. (1) A written approved plan of work, as contemplated in regulation 12(3), must include at least the following:

- (a) Name, contact details and responsibilities of the registered asbestos contractor, approved inspection authority, asbestos waste transporter, asbestos waste disposal site and asbestos client, where applicable;
- (b) name and contact details of the asbestos removal supervisor for the asbestos work site;
- (c) details of the asbestos to be removed, including the location, type, estimated quantity and condition of the asbestos;
- (d) a list of employees' names and identification numbers with verification of valid asbestos training and medical surveillance records for the asbestos work site;
- (e) expected commencement and completion dates;
- (f) air monitoring method used, and frequency of air monitoring, in accordance with regulation 16;
- (g) details of how the asbestos removal work will take place, including methods of removal, tools and equipment, and the appropriate personal protective equipment to be used;
- (h) details relating to the requirements of decontamination facilities and decontamination procedures;

- (i) details of demarcation, labelling and signage requirements for regulated asbestos areas, asbestos waste and temporary on-site storage areas;
- (j) procedure for decontamination of the work area, tools and equipment;
- (k) emergency procedures in the event of uncontrolled asbestos release;
- (l) method for disposal of asbestos waste;
- (m) detail of asbestos clearance certification; and
- (n) specific relevant prohibitions.

(2) The approved plan of work, as contemplated in regulation 12(3), must contain the signatures of—

- (a) the asbestos client accepting the duties as contemplated in regulation 11(2) and (3);
- (b) the registered asbestos contractor accepting the duties as contemplated in regulation 12; and
- (c) the approved inspection authority for asbestos accepting the duties as contemplated in regulation 13.

Air monitoring

16. (1) In the case of type 2 and type 3 asbestos work, an asbestos client must ensure that air monitoring of the concentration of airborne regulated fibres to which an employee may be exposed, is—

- (a) performed by an approved inspection authority;
- (b) carried out in terms of HSG 248;
- (c) representative of employee exposure; and
- (d) carried out at a frequency determined by the approved inspection authority based on the site-specific asbestos risk assessment.

(2) The results of air monitoring obtained must be compared with the OEL or the OEL short-term exposure limit to ensure that no employee is exposed to asbestos in excess of the prescribed OELs.

(3) Environmental air monitoring must be performed by an approved inspection authority during type 2 and type 3 asbestos work.

(4) Air monitoring referred to in subregulations (1) and (3) must be carried out only after the relevant health and safety representative or relevant health and safety committee has been consulted and given a reasonable opportunity, as mutually agreed, to comment thereon.

Medical surveillance

17. (1) An employer must establish and maintain a system of medical surveillance of employees if—

- (a) the employer is registered as an asbestos contractor;
- (b) in the opinion of an occupational medicine practitioner, after consideration of the results of the asbestos risk assessment carried out in terms of regulation 5(5)(d), it is reasonably likely that an asbestos-related disease may occur under the particular conditions of an employee's work; or
- (c) an occupational medicine practitioner recommends that the relevant employee should be under medical surveillance.

(2) In order to comply with subregulation (1), an employer must appoint an occupational medicine practitioner to document the system of medical surveillance of employees, including—

- (a) consideration of—
 - (i) the risk of developing occupational asbestos-related diseases; and
 - (ii) medical fitness to work requirements, including fitness to wearing a respirator;
- (b) an initial health evaluation before commencement of asbestos work, which comprises—
 - (i) an evaluation of the employee's medical, occupational, exposure and social history;
 - (ii) an appropriate physical examination;
 - (iii) a chest radiograph; and
 - (iv) any other additional medical examination, such as pulmonary function testing, which, in the opinion of the occupational medicine practitioner, is necessary to enable

such practitioner to perform an appropriate health evaluation;

- (c) periodic health evaluations conducted, considering medical tests contemplated in subregulation (2)(b), at intervals determined by subregulations (2)(a) and 4(b);
- (d) the duties of an occupational health practitioner, conducted under the direction of the appointed occupational medicine practitioner; and
- (e) making the documented system of medical surveillance available to the health and safety representative or health and safety committee, who is entitled to further clarification, if they so request.

(3) The appointed occupational medicine practitioner must notify the employer in writing of the outcomes of the health evaluation by issuing the certificate of medical surveillance, subject to the following:

- (a) The information provided to the employer is limited to the presence of an occupational disease and the fitness of the employee to perform the inherent requirements of the job, and may not include confidential medical information;
- (b) the employee is informed of the outcome of the health evaluation; and
- (c) an employee is assessed to be temporarily medically unfit to perform work if there is a reasonable expectation that the employee's health will improve, and that such employee will be able to return to work.

(4) An employer may not permit an employee who was certified by an occupational medicine practitioner as medically unfit to work in a regulated asbestos area: Provided that the employee may return to perform that work after being certified fit by an occupational medical practitioner, and after—

- (a) being informed of the results of the exposure assessments; and
- (b) being prescribed medical tests in the frequency they should be repeated based on the risks.

(5) The certificate of medical surveillance, as contemplated in subregulation (3)—

- (a) must be provided by the employer to the employee upon termination of employment; and
- (b) may be used for subsequent asbestos work for the full duration of its validity period.

(6) The employer must record, investigate and report the occupational disease contemplated in subregulation (3)(a) in compliance with section 25 of the Act and regulation 8 of the General Administrative Regulations, 2003.

(7) An employer must ensure that the employee provides written informed consent for inclusion in the medical surveillance programme, which forms part of the medical surveillance record.

Regulated asbestos area

18. An employer or self-employed person undertaking type 1, type 2 or type 3 asbestos work must—

- (a) clearly demarcate and identify the relevant area as a regulated asbestos area in accordance with regulation 20; and
- (b) ensure that no person enters or remains in a regulated asbestos area unless he or she wears the appropriate type and correctly fitting respiratory protective equipment and protective clothing as contemplated in regulation 19.

Personal protective equipment and facilities

19. (1) An employer or self-employed person must—

- (a) provide respiratory protective equipment and protective clothing suitable for protection against regulated asbestos fibres to all persons who may be exposed to asbestos;
- (b) ensure that the respiratory protective equipment provides the appropriate level of protection for the type of asbestos work to be undertaken; and

- (c) ensure that a person's exposure is adequately controlled as contemplated in regulation 9.

(2) Where respiratory protective equipment is provided, the employer or self-employed person must ensure that—

- (a) the relevant equipment is capable of keeping the exposure level below the OEL for asbestos;
- (b) the relevant equipment is correctly and properly used, stored and maintained;
- (c) information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and
- (d) the equipment is kept in good condition and efficient working order.

(3) An employer or self-employed person must, as far as is reasonably practicable—

- (a) issue no personal protective equipment to a person unless such equipment is cleaned, decontaminated and, where appropriate, sterilised;
- (b) provide separate containers or storage facilities for personal protective equipment not in use; and
- (c) ensure that all personal protective equipment not in use is stored only in the place provided.

(4) An employer or self-employed person must, as far as is reasonably practicable, ensure that all personal protective equipment contaminated with asbestos dust is thoroughly cleaned and handled in accordance with the following procedures-

- (a) Where personal protective equipment is cleaned on the premises of the asbestos client, care must be taken to prevent contamination during handling, transport and cleaning; and
- (b) water that is used for decontamination or cleaning of equipment must be filtered in accordance with regulation 9(3) before being released into any water system.

(5) Subject to subregulation (3)(a), an employer or self-employed person must ensure that no person removes dirty or contaminated personal protective equipment from the workplace: Provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it must be treated as asbestos waste as contemplated in regulation 21.

(6) Subject to the Facilities Regulations, 2004, published as Government Notice R.924 in *Gazette* No. 26636 of 3 August 2004, the employer must—

- (a) provide employees involved in type 1 and type 2 asbestos work with adequate washing facilities, which are readily accessible and located in an area where the facilities will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust;
- (b) provide employees involved in type 3 asbestos work with a decontamination facility, in accordance with HSG 248, Chapter 9, which facility is readily accessible and located in an area where it will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust.

Labelling and signage

20. (1) All asbestos in place listed in the inventory of asbestos in place, as required by regulation 4, must be clearly and legibly identified using the pictogram specified in Annexure 1.

- (2) All asbestos waste must be clearly labelled—
 - (a) using the label specified in Annexure 1;
 - (b) as far as is reasonably practicable, using clearly visible and a sufficient number of labels that would adequately serve as a warning of potential exposure; and
 - (c) ensuring that a container or vehicle in which asbestos is transported is clearly identified in accordance with the UN Transport of Dangerous Goods or UN Orange Book.

(2) Any asbestos-contaminated soil or land contaminated with asbestos waste must be clearly demarcated and signposted using the asbestos warning signage specified in Annexure 1.

(3) Any regulated asbestos area must be clearly demarcated using the pictograms and signs specified in Annexure 1.

Disposal of asbestos

21. An employer or self-employed person must, as far as is reasonably practicable, ensure that—

- (a) all asbestos waste is placed in containers that will prevent exposure during handling;
- (b) the premises, structure or area are thoroughly checked to ensure that all asbestos waste intended for disposal has been removed;
- (c) all vehicles, reusable containers or any other similar articles, which have been in contact with asbestos waste, are cleaned and decontaminated after use in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
- (d) a document is obtained from the asbestos disposal site, contemplated in subregulation (e), for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008;
- (e) all persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with suitable personal protective equipment;
- (f) the drivers of vehicles carrying asbestos waste are provided with written instructions on safety precautions and emergency procedures; and
- (g) where the services of a contractor for the transport and disposal of asbestos waste are used, the contractor complies with the provisions of these Regulations.

Asbestos clearance certificate

22. Following the completion of type 2 or type 3 asbestos work, an approved inspection authority must—

- (a) conduct a thorough visual inspection of the relevant work area;
- (b) conduct air sampling to ensure compliance with the clearance indicator;
- (c) ensure that all asbestos waste has been removed in accordance with the requirements of regulation 21; and
- (d) issue a written declaration for the purpose of clearance certification.

Records

23. An employer must—

- (a) keep records of all inventories of asbestos in place, asbestos risk assessments, air monitoring results, medical surveillance reports, disposal certificates and clearance certificates as required by regulations 4, 5, 16, 17, 21(d) and 22(d), respectively: Provided that personal medical records may be made available to only an occupational health practitioner;
- (b) subject to subregulation (c), make the records contemplated in subregulation (a), excluding personal medical records, available for inspection by an inspector;
- (c) allow any person, subject to formal written consent by an employee, to peruse the records with respect to that particular employee;
- (d) make the records of all assessments, surveys and air monitoring results, and the asbestos inventory, available for perusal by the relevant health and safety representative or relevant health and safety committee;
- (e) keep all records contemplated in subregulation (a) for a minimum period of 50 years;

- (f) hand over or forward by registered post all records contemplated in subregulation (a) to the relevant Chief Director: Provincial Operations, if the employer ceases activities relating to asbestos work;
- (g) keep a record of training given to an employee in terms of regulation 7 for as long as the employee remains employed at the workplace where the employee is potentially exposed to asbestos.

Prohibition

24. No person may—

- (a) sell, donate, reuse, reinstall or recycle any asbestos or asbestos-containing materials;
- (b) clean or prepare surfaces of asbestos cement materials;
- (c) temporarily store any asbestos or asbestos-containing materials for longer than three months after completion of asbestos removal work, before final disposal;
- (d) temporarily store asbestos-containing materials destined for disposal, which are uncovered or unprotected or stored in a manner that may contaminate ground or water systems or may cause the release of asbestos dust;
- (e) use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person;
- (f) use electrical power tools, such as angle grinders, or any other fast-moving equipment to cut, grind or drill asbestos-containing material;
- (g) smoke, eat, drink or keep food or beverages in a regulated asbestos area or require or permit any other person to smoke, eat, drink or keep food or beverages in such area;
- (h) vacuum asbestos dust using vacuum cleaning equipment other than vacuum cleaning equipment with a filtration efficiency of at least 99 per cent for particles one micrometre in size; or
- (i) carry out any demolition work before all asbestos and asbestos-containing building material has been identified in the inventory of asbestos in place, safely removed or otherwise controlled, as far as is

reasonably practicable, so as to eliminate the uncontrolled release of asbestos and asbestos dust.

Offences and penalties

25. Any person who contravenes or fails to comply with any provision of regulation 3 up to and including regulation 24 is guilty of an offence and upon conviction liable to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R500,00 for each day on which the offence continues or to additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment must in no case exceed 90 days.

Repeal of regulations

26. (1) The Asbestos Regulations, 2001, published as Government Notice R.155 in *Gazette* No. 23108 of 10 February 2002, are hereby repealed.

Short title

27. (1) These Regulations are called the Asbestos Abatement Regulations, 2020, and come into operation on the date of publication thereof in the *Gazette*.

(2) Regulation 3 and regulation 20 will come into effect 18 months after the promulgation of these Regulations.

ANNEXURE 1**Asbestos warning labels and signs****1.1 Asbestos warning sign****1.2 Asbestos warning labels**

ASBESTOS



DANGER

MAY CAUSE CANCER THROUGH INHALATION

CAUSES SKIN IRRITATION

Do not handle until all precautions described in the Asbestos Regulations and Safety Data Sheet have been read and understood. Do not breathe asbestos dust. Wear the correct type of respirator that fits properly. When showering, take off the disposable gloves and your overall before removing the respirator. Dispose of asbestos waste in line with the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).

ANNEXURE 2

NOTIFICATION OF ASBESTOS WORK

**Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
(Regulation 10 of the Asbestos Abatement Regulations, 2020)**

1 (a) Name and registration number of the registered asbestos contractor^{**}:

(b) Physical address of the registered asbestos contractor:

(c) Name and phone number of the contact person of the registered asbestos contractor: _____

2. (a) Name of asbestos client: _____

(b) Name and phone number of the contact person of the asbestos client:

3. (a) Name of approved asbestos inspection authority (AIA)^{**} and its Department of Employment and Labour AIA registration number: _____

(b) Name and phone number of the contact person of the approved inspection authority: _____

4. Exact location/address of where the asbestos work will be done: _____

GPS coordinates: S _____ E _____

5. Type and volume of asbestos to be removed/repaired (as applicable):

6. Expected commencement date: _____

7. Expected completion date: _____

Registered Asbestos Contractor^{}**

Date

Asbestos Client

Date

The completed document must be sent to the Chief Director: Provincial Operations of the province where asbestos work is to take place, seven days prior to commencement of asbestos work.

**** Not applicable in the case of type 1 asbestos work.**