



**BID NUMBER: DHET/CIEG/MSO/KHC BID 01/2026**

**BID NAME: King Hintsa seeks to appoint a contractor for the erection of high security reinforced fence at Msobomvu campus.**

**CLOSING DATE: 18 May 2026**

**CLOSING TIME: 11:00am**

**VALIDITY: 120 DAYS**

**NAME OF BIDDER:** \_\_\_\_\_

*USE BLACK INK ONLY TO COMPLETE THIS DOCUMENT*

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## BID NOTICE

No	BID NUMBER	DESCRIPTION OF SERVICES	CLOSING DATE	ENQUIRIES	Compulsory briefing session
1	DHET/CIEG/ MSO/KHC BID 01/2026	King Hintsa seeks to appoint a contractor for the erection of high security reinforced fence at Msobomvu campus.	18 May 2026	Technical Enquiries  Contact: Mr S. Tyingwa Tel No. 047 401 6400  Email: <a href="mailto:styingwa@khc.edu.za">styingwa@khc.edu.za</a>	04 May 2026
			Closing time	SCM Enquiries:  Contact: Ms. N. Maseme Tel: 047 401 6400  Email: <a href="mailto:nmaseme@khc.edu.za">nmaseme@khc.edu.za</a>	Time: 11:00 am
			11:00am		Venue: King Hintsa TVET College Msobomu campus Butterworth 4960 NB: Gates will be closed at 11:15 am

Tender documents will be available from **28 April 2026** up to **15 May 2026** from 08:00 to 16:30 (**Monday to Thursdays and 08.00am -14.00pm on Fridays**). A non-refundable bid fee of R250.00 for each is payable by means of electronic transfers to **Account Name: King Hintsa TVET College, Account No: 62387644125, Branch Code: 250655 Ref: 00012026CIEG Bank Name: First National Bank.**

**Bid documents can be collected at the below address:**

King Hintsa TVET College (Administration Centre)

218 Mthatha Road

N2

Butterworth

4960

**OR**

Requested electronically with proof of payment attached at:

[nmaseme@khc.edu.za](mailto:nmaseme@khc.edu.za)

Tel: 047 401 6400

## ANNEXURE A

SBD1

## INVITATION OF THE BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KING HINTSA TVET COLLEGE

BID NUMBER:	DHET/CIEG/MSO/KHCBID 01/2026	CLOSING DATE:	18 May 2026	CLOSING TIME:	11h00am
DESCRIPTION	King Hintsa seeks to appoint a contractor for the erection of high security reinforced fence at Msobomvu campus.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT KING HINTSA TVET COLLEGE, ADMINISTRATION CENTRE, 218 MTHATHA ROAD, N2, BUTTERWORTH,4960.					

## SUPPLIER INFORMATION1

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE FOR DIRECTORS TRUSTEES etc., MEDICAL CERTIFICATE if applicable, PROOF OF ADDRESS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		COMPANY SHARE CERTIFICATES  CENTRAL DATABASE SUMMARY REPORT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SCM unit	CONTACT PERSON	S. Tyingwa
CONTACT PERSON	N. Maseme	TELEPHONE NUMBER	047 401 6400/6436
TELEPHONE NUMBER	047 401 6400/6437	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:styingwa@khc.edu.za">styingwa@khc.edu.za</a>
E-MAIL ADDRESS	<a href="mailto:nmaseme@khc.edu.za">nmaseme@khc.edu.za</a>		

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

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p style="padding-left: 40px;">1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.3. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

**BID NUMBER: DHET/CIEG/MSO/KHC BID 01/2026**

**BID NAME: KING HINTSA SEEKS TO APPOINT A CONTRACTOR FOR THE ERECTION OF HIGH SECURITY REINFORCED FENCE AT MSOBOMVU CAMPUS.**

**Stage 1: Mandatory Compliance documents**

Bidders must comply with the set of compliance requirements listed below and **MUST** submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid and disqualification from the bidding process. The mandatory requirements are as follows:

- Original SARS valid Tax clearance certificate or valid tax pin **(In case of a JV, partners MUST individually submit)**
- Certified Proof of company registration (CIPC). **(In case of JV, partners must individually submit) (certification stamp should not be older than 6 months).**
- Certified Proof of valid Shareholder Certificate/Valid proof of ownership of the type of entity. **(In case of JV, partners must individually submit) (certification stamp should not be older than 6 months).**
- Proof of registration with Central Supplier Database as per Treasury Regulations. **(In case of JV, partners must individually submit)**
- Accurately and fully completed supplier declaration forms **(SBD 1, SBD 4, SBD 8, SBD 6.1 and SBD 9)**. **(In case of JV, all JV partners must individually submit).**
- Original, accurately and fully completed bid document. Bidders should state “**Not Applicable**” where it’s not applicable”. Each page of the bid document must be initialed/signed where appropriate. **(In case of JV, bid document MUST be signed by lead partner and initialed by BOTH partners).**
- Fully completed and signed Form of Offer. **(to be signed by lead partner in case of JV)**
- Fully and accurately completed BOQ. **(In case of JV, it must be signed by lead partner, initialed by both partners & completed in black ink)**
- Proof of active registration with **CIDB 5 SQ** or higher. **(In case of JV, proof of consolidated grading must be submitted or proof of consolidated grading applied from CIDB if none existed)**
- Proof of active compliance with Compensation for Occupational Injuries and Diseases Act (COIDA) (Letter of Good Standing) **(In case of JV, the lead partner MUST submit).**
- Proof of signed briefing attendance certificate **(in case of JV, at least one JV partner must compulsory attend)**
- Proof of purchase of bid document
- Clear JV percentage split must be indicated in a JV agreement.
- JV agreement must submit JV bank account confirmation if JV is existing.
- Letter of intent /JV agreements in case of JV and they must be signed by both partners.
- Letter of authority to be signed by a lead partner in case of JV.

**OTHER REQUIREMENTS**

- Company profile.
- Certified ID copies of owners/shareholders (certification should not be older than six (6) months)

**BID NUMBER: DHET/CIEG/MSO/KHC BID 01/2026**

**BID NAME: KING HINTSA SEEKS TO APPOINT A CONTRACTOR FOR THE ERECTION OF HIGH SECURITY REINFORCED FENCE AT MSOBOMVU CAMPUS.**

**EVALUATION AND SELECTION CRITERIA**

A three-stage evaluation process will be employed. In Stage 1 all bids received will be evaluated for Compliance with bid requirements. Only service providers who meet all the criteria for Compliance with id requirements will proceed to Functionality (Stage 2). Bidders who obtain 70% points and above out of 100% points will proceed to Stage 3 (Price and specific goals).

**Stage 2: Functionality Evaluation**

In Stage 2 all bids received will be evaluated on Functionality. Only Bidders who score 70 points and above will be evaluated in Stage 3 for Price and Specific Goals.

*Table:1 Functionality Assessment*

<b>FUNCTIONALITY</b>	<b>POINTS</b>
<p><b><u>Company Experience:</u></b></p> <p>Tenderer has experience in successfully completing projects of at least R1.5m, with similar scope and complexity to this project within the Republic of South Africa. i.e. The project must have been within the scope of SQ per CIDB.</p> <ul style="list-style-type: none"><li>• 5 reference letters/completion certificates and appointment letters= <b>(40 points)</b>.</li><li>• 4 reference letters/completion certificates and appointment letters= <b>(30 points)</b>.</li><li>• 3 reference letters/ completion certificates and appointment letters = <b>(20 points)</b>.</li><li>• 2 reference letters/completion certificates and appointment letters= <b>(10 points)</b>.</li><li>• 0-1 reference letters/completion certificates and appointment letters = <b>(0 points)</b>.</li></ul> <p><b>NB:</b> <b><i>Only reference letters of services rendered in the last five (5) years will be considered. Authentic and verifiable references from contactable references will be allocated points.</i></b></p>	<b>40</b>
<p><b><u>Technical Expertise</u></b></p> <p>Management organogram and key staff:</p> <ul style="list-style-type: none"><li>• Similar experience and has completed similar projects as a Contract Manager for 5 years or more = <b>10 points</b></li><li>• Similar experience and has completed similar projects as a Site Manager for 5 years or more = <b>10 points</b></li></ul>	<b>30</b>

<ul style="list-style-type: none"> <li>Similar experience as a foreman and has completed similar projects for 5 years or more = <b>10 points</b></li> </ul>	
<p><b>Documents to be submitted:</b></p> <ul style="list-style-type: none"> <li>Curriculum vitae detailing projects of the Contract Manager with minimum of 5 years' experience with a Valid SACPCMP Certificate.</li> <li>Site agent curriculum vitae with minimum of 5 years' experience</li> <li>Foreman curriculum vitae with minimum of 5 years' experience</li> </ul>	
<p><b><u>Project Implementation Plan</u></b></p> <ul style="list-style-type: none"> <li>Provided a detailed and convincing construction programme and demonstrated implementation to meet project objectives = <b>10 points</b></li> <li>Provided a construction programme but details are missing or construction program is missing = <b>0 points</b></li> </ul> <p><b>Documents to be submitted:</b></p> <ul style="list-style-type: none"> <li>Draft a Detailed Construction Programme on MS Projects relevant to the Scope of Work. The Programme must demonstrate the Tenderer's approach and allocation of resources to achieve activities within timeframes.</li> </ul>	<b>10</b>
<p><b><u>Methodology</u></b></p> <ul style="list-style-type: none"> <li>An excellent methodology and execution strategy that demonstrates clearly how the project objectives will be met along with a clear risk management plan. An innovative approach is to be presented that ensures successful implementation of critical activities = <b>10 points</b></li> <li>Not sufficient = <b>0 points</b></li> </ul> <p><b>Documents to be submitted</b></p> <ul style="list-style-type: none"> <li>Tenderer demonstrates the ability to implement the Programme and have a work implementation strategy assigned to the respective tasks for the optimisation of resources and activities.</li> </ul>	<b>10</b>
<p><b><u>Financials</u></b></p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> <li>A valid Bank rating letter = <b>10 points</b></li> <li>No submission = <b>0points</b></li> </ul>	<b>10</b>
<b>Total</b>	<b>100</b>

NB: Bidders must obtain a minimum score of 70 points out of 100 points on Stage 2 (Functionality) to be considered for evaluation in Stage 3 (Price and Specific Goals). Points Scored in stage 2 will not be considered in Stage 3.

### Stage 3: Preference Points System 80/20

- The stage 3 of this bid will be based on the Preference Points System where 80 is for Price and 20 for the Specific Goals.
- SBD 6.1 must be submitted and be fully and accurately completed to claim points for the Specific Goals. **(Where it is not fully and accurately completed, 0 points will be allocated, irrespective of submitted evidence and bidders).**
- Price must be in South African currency and must be inclusive of VAT. Bidders must submit proof of how points are claimed such as supporting documentation to the CSD report e.g. Shareholders' IDs, Shareholders' Certificates and Medical Certificate.
- Bidders are further requested to indicate their price in all elements listed in their pricing schedule (no hidden costs/ unknown costs will be accepted).
- Price will be evaluated based on 80 points and applicable formula of calculating points

**Table 1: 80/20**

Criteria	Points Available
Bid price	80
Specific goals	20
<b>Total</b>	<b>100</b>

**Table 2: Points for the Specific Goals**

Specific goal category	Allocation of Points 20
<b>Black Ownership:</b> <i>Enterprise Owned by Black Persons i.e., Africans, Coloured, Indians, and Others as defined by the Constitution of South Africa</i>	10
<b>Woman Ownership</b> <ul style="list-style-type: none"> <li>▪ 100% Woman ownership</li> </ul>	4
<b>Youth ownership</b> <ul style="list-style-type: none"> <li>▪ 100% Youth ownership</li> </ul>	4
<b>Disability</b> <ul style="list-style-type: none"> <li>▪ 100% Disability ownership</li> </ul>	2
<b>Total</b>	<b>20</b>

### Reference checks

- At this stage, reference checks will be conducted on responsive bidders who have achieved the minimum of 70 points required for functionality scoring.
- Failure to obtain satisfactory responses on references may lead to non- allocation of points.
- Each reference **must include** contactable telephone numbers and email addresses.

## **POPIA Act Disclaimer**

- By providing a quote or bid and/or related documentation to the KHTVETC, the bidder/quoter consents to the processing of its Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the procurement purpose, including but not limited to the evaluation, adjudication and appointment of a successful bidder/quoter. The submitted information may also be utilised for any audit and/or legislative reporting purposes.
  
- Where applicable, the bidder/quoter warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for the bid /quotation. In addition, the bidder/quoter consents that KHTVETC to:
  - Verify any personal information with the National Treasury CSD website, including verification of references.
  - Verify any other regulatory/ industry or any accredited/certification bodies.
  
- At any stage should the bidder/quoter wish to withdraw its consent as detailed hereabove, it must do so in writing and address such notification to the SCM. The personal information collected for the purpose of this bid/quotation will be retained for the time period after the finalisation of the procurement process in accordance with the KHTVETC Records Retention Policy.

**BID NUMBER: DHET/CIEG/MSO/KHC BID 01/2026**

**BID NAME: KING HINTSA SEEKS TO APPOINT A CONTRACTOR FOR THE ERECTION OF HIGH SECURITY REINFORCED FENCE AT MSOBOMVU CAMPUS.**

## SPECIFICATION

### 1. PROJECT DESCRIPTION

The King Hintsa TVET College refurbishment and upgrades project involves constructing a new military standard fence, replacing gates aimed at enhancing campus security, construction of paved ways, concrete staircases and paraplegic ramps.

### 2. SCOPE OF WORK FOR BUILDING CONTRACTOR

- King Hintsa College is inviting capable and competent CIDB GRADE 5 SQ OR HIGHER contractors to submit proposals for the below scope of works

Scope Components	Description
Fencing	<ul style="list-style-type: none"><li>• Removal of the existing fence and poles.</li><li>• Construction of a high security reinforced fence (approximately 2000m long).</li><li>• Construction of high security reinforced under-dig under fence.</li></ul>
Entrance and gate	<ul style="list-style-type: none"><li>• Minor concrete works at the entrance gate.</li><li>• Installation of new two (2) entrance gates and gate motors.</li><li>• Installation of one (1) pedestrian gate</li></ul>
Roadworks and Stormwater	<ul style="list-style-type: none"><li>• Construction of new paved roadways</li><li>• Construction of concrete ramp</li><li>• Construction of concrete staircases</li><li>• Construction of stormwater management system.</li></ul>

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**FORM OF OFFER**

**TOTAL TENDER PRICE INCLUDING VAT (TRANSFERRED FROM BOQ).**

**R.....**

**AMOUNT IN WORDS .....**

.....

**Name of bidder: .....**

**Signature of bidder: .....**

**Date: .....**

**NB: Where the discrepancy between the “*total tender price*”, “*amount in words*”, and the *BOQ exists*, the “*amount in words* will prevail.**

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**ATTENDANCE OF COMPULSORY BRIEFING / SITE INSPECTION CERTIFICATE**

This is to certify that \_\_\_\_\_ (name of the firm)

has attended a compulsory briefing meeting on the \_\_\_\_\_ day of

\_\_\_\_\_ 2026 and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Name of KHC Employee**

\_\_\_\_\_  
**Rank/Capacity**

\_\_\_\_\_  
**Signature (KHC)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenderer's Name**

\_\_\_\_\_  
**Rank/ Capacity**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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**BID NAME: KING HINTSA SEEKS TO APPOINT A CONTRACTOR FOR THE ERECTION OF HIGH SECURITY REINFORCED FENCE AT MSOBOMVU CAMPUS.**

**Submissions of documents:**

**ALL COMPLETED BID DOCUMENTS, ACCOMPANIED BY ALL MANDATORY/ AND OTHER /REQUIREMENTS AS SET OUT HEREIN MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:**

King Hintsa TVET College,  
Administration Centre,  
218 Mthatha Road,  
**Butterworth**  
4960

Sealed tenders' envelopes must be deposited during office hours between **Monday to Thursday** from **08:00 am-16:30pm on Fridays at 08:00 am-14:00 pm** in the Tender Depositing Box situated at the Reception of Administration Centre, 218 Mthatha Road, Butterworth, 4960

NO FAXED, POSTED OR E-MAILED AND LATE APPLICATIONS WILL BE ACCEPTED. BIDS SENT BY COURIER, MUST BE DEPOSITED IN THE TENDER BOX AND NOT LEFT WITH THE RECEPTIONIST.

**BIDS SUBMITTED IN THE WRONG TENDER BOX WILL NOT BE CONSIDERED!!**

**Enquiries:**

SCM Enquiries:

Contact Person: N. Maseme

Email: [nmaseme@khc.edu.za](mailto:nmaseme@khc.edu.za)

Tel No: 047 401 6400/6437

Technical enquiries:

Contact Person: S. Tyingwa

Emai: [styingwa@khc.edu.za](mailto:styingwa@khc.edu.za)

Tel No: 047 401 6400/6436

**DECLARATION OF INTEREST**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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)

**1.2 To be completed by the organ of state**

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

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender under consideration

### 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 points is allocated for price on the following basis:

### 80/20

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Enterprise owned by Black	10	
2. Enterprise owned by Women	4	
3. Enterprise owned Disabled persons	2	
4. Enterprised owned by youth	4	

**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.

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

**ANNEXURE D**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION - (SBD 9)**

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, submitting the accompanying bid:

---

(Bid Number: DHET/CIEG/MSO/KHC BID 01/2026)

in response to the invitation for the bid made by:

---

(KHTVETC)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20.....

**Mr/Mrs/Ms**.....

.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

**(Name of Company)**

.....

**IN HIS/HER CAPACITY AS:**

.....

**SIGNED ON BEHALF OF COMPANY:**

.....

.....

**(PRINT NAME)**

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1..... 2.....

**B. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner :

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading.....  
.....hereby  
authorise.....to sign this bid as well as any contract  
resulting from the bid and any other documents and correspondence in connection with this  
bid and /or contract

on behalf of

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**C. JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

**Mr/Mrs/Ms**.....**Mr/Mrs/Ms**.....

**Mr/Mrs/Ms**.....**and Mr/Mrs/Ms**.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

**(Name of Joint Venture)** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

**(PRINT NAME)** .....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

**(PRINT NAME)**.....

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF (COMPANY NAME):** .....

**(PRINT NAME)** .....

**SIGNATURE:** ..... **DATE:** ..... **IN HIS/HER**

**CAPACITY AS:** .....

**D.SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole

owner of the business trading as.....

.....

**SIGNATURE..... DATE.....**

**E. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at..... Mr/Mrs/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of :

(Name of Close Corporation) .....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION : .....

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS .....DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1..... 2.....

**F CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on .....

20.....at.....

Mr/Mrs/Ms....., whose signature appears below,

has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative) .....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: .....

WITNESSES: 1..... 2.....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on

on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE**.....

**ANNEXURE F**

**BID DOCUMENT MUST BE CLEARLY DIVIDED INTO SESSIONS AND NEATLY PRESENTED.**

- **Bids must be submitted on the original bid documents**
- **The bid document must be completed in black ink, signed in all the relevant places and all pages initialled.**
- **The bid document must be submitted in full, and no portion of the document must be detached.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **ANNEXURE G**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
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21. Subcontracts
22. Delays in the provider's performance
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25. Dumping and countervailing duties
26. Force Majeure
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28. Settlement of disputes
29. Limitation of liability
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32. Notices
33. Taxes and duties
34. Transfer of Contract
35. Amendments of Contract
36. National Industrial Participation Programme (NIPP)
37. Prohibition of restrictive Practices

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECLB or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing,

processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECLB”** means Eastern Cape Liquor Board
- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“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 bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 **“Letter of acceptance”** means the written communication by ECLB to the contractor recording the acceptance by ECLB of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;

- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECLB at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECLB;
- 1.31 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, ECLB shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider develops documentation/projects for ECLB, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECLB.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the ECLB the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to ECLB as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to ECLB and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECLB, in the form provided in the bidding documents or another form acceptable to ECLB; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by ECLB and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6
- 8.7 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.8 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.9 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

#### **14. Spare parts**

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**20. Assignment**

20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**21. Subcontracts**

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

**23. Penalties**

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

#### **24. Termination For Default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

#### **25. Anti-Dumping and Countervailing Duties and Rights**

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Notwithstanding any reference to mediation and / or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

(c)

## **29. Limitation of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **30. Governing Language**

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **31. Applicable Law**

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is

entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**36. National Industrial Participation Programme (NIP)**

36.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**37. Amendment of Contracts**

37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

---

**DATE**

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**SIGNATURE OF BIDDER**

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

**Item  
No**

**Quantity      Rate      Amount**

**SECTION No. 1 - PRELIMINARIES**

**BILL NO. 1 - PRELIMINARIES**

**BUILDING AGREEMENT AND PRELIMINARIES**

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 JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

**PREAMBLES FOR TRADES**

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

**Carried to Collection**

**R**

Section 1  
Bill No. 1  
Preliminaries

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

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

**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

Contractors are required to price all individual items in the preliminary and general section of the bill of quantities and should not lump the items into a single sum or amount. This fully priced schedule must be included as part of the priced bill of quantities returnable with tender submission

**Carried to Collection**

**R**

Section 1  
 Bill No. 1  
 Preliminaries

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 Preliminaries 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 Preliminaries will be paid only once the successful contractor has fully complied with deliverables under this section

Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1-A7)**

1 Clause 1.0 - Definitions and interpretation

**Pricing of bills of quantities**

Carried to Collection

R

Section 1  
 Bill No. 1  
 Preliminaries

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Contractors are reminded that some of the works are to be undertaken under restrictive site conditions, over steep terrain, in dense vegetation, protected environments etc.

In addition to the usual rates priced for standard measured items in the bills of quantities, contractors shall provide for all additional plant, labour, equipment, temporary works, temporary access ways and any additional supervision, transport, security, special plant and equipment to navigate restrictive site conditions and all things necessary for the completion of the works within this bills of quantities. The rates or amounts tendered for these items shall also include for the contractors management, attendance, profit, costs for removal and reinstatement of the ground conditions, vegetation, etc. in the state and condition prior to the works being undertaken

**Carried to Collection**

Section 1  
 Bill No. 1  
 Preliminaries

R

In addition to the usual rates priced for compliance with law and regulation in relation to inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, the contractor is expected to include in the rates, prices and the tendered total of the prices for all inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, payable by the contractor

Such items include but are not limited to: Electrical Compliance Certificate - Plumbing Compliance Certificate - Structural Steel Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test results and cube certificates - Compaction Test results and certificates - Waterproofing guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Roof covering certificate - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Any other requirement as per the latest National Building Regulation

Contractors are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of contractor

Clause 3.9 amended to read 'The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes

All procurement of material will be based on actual site measurements and not on drawings, specifications or the bill of quantities

**Abbreviated descriptions**

**Carried to Collection**

Section 1  
 Bill No. 1  
 Preliminaries

R

The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

**Legal status of contractor**

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

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

2 **Clause 2.0 - Law, regulations and notices**

User note

*Insert the following for residential developments only*

*The cost to the employer of the NHBRC levies mentioned below is to be conveyed to the employer in order to present an overall building cost*

**? NHBRC levies**

The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this **agreement** [2.1] ?

**Carried to Collection**

Section 1  
 Bill No. 1  
 Preliminaries

Item

R

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

3 Clause 3.0 - Offer and acceptance

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

4 Clause 4.0 - Cession and assignment

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

5 Clause 5.0 - Documents

**Value Added Tax**

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

**Priced document as specification**

Clause 5.4 is deemed to be deleted

The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any ?

**Electronic issue of drawings**

All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6] ?

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

6 Clause 6.0 - Employer's agents

*Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1*

**Delegated authority**

**Carried to Collection**

Section 1  
 Bill No. 1  
 Preliminaries

Item

Item

Item

Item

R

The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2]. This does not preclude the **principal agent** from issuing such **contract instructions**: ?

1. Architect [6.2]

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [6.2; 17.1] :

1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC Principal Building Agreement**

1.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

1.2.3 The **site** [13.0]

1.2.4 Compliance with the **law**, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the **works**

1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

1.2.11 Rectification of **defects** [21.2]

Carried to Collection

Section 1  
 Bill No. 1  
 Preliminaries

R

1.2.12 A list for **practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a list for **completion** and a list for **final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

1.2.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

1.2.14 Appointment of a **subcontractor** [14.0; 15.0]

1.2.15 Work by **direct contractors** [16.0]

1.2.16 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0] ?

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 **No contract instructions** delegated to the quantity surveyor ?

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC Principal Building Agreement**

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- 3.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 3.2.3 The **site** [13.0]
- 3.2.4 Compliance with the **law**, regulations and bylaws [2.1]
- 3.2.5 Provision and testing of **samples of materials and goods** and/or of finishes and assemblies of elements of the **works**
- 3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 3.2.7 Removal or re-execution of work
- 3.2.8 Removal or substitution of any **materials and goods**
- 3.2.9 Protection of the **works**
- 3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 3.2.11 Rectification of **defects** [21.2]
- 3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 3.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums** ?

4. Mechanical engineer

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4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 Contract instructions [6.2; 17.1] :

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC Principal Building Agreement**

4.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

4.2.3 Compliance with the **law**, regulations and bylaws [2.1]

4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any **materials and goods**

4.2.8 Protection of the **works**

4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

4.2.10 Rectification of **defects** [21.2]

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4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

4.2.12 Expenditure of **budgetary allowances, prime cost amounts and provisional sums** ?

5. Electrical engineer

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 **Contract instructions** [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC Principal Building Agreement**

5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

5.2.3 Compliance with the **law**, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

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- 5.2.8 Protection of the **works**
- 5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 5.2.10 Rectification of **defects** [21.2]
- 5.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 5.2.12 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums** ?

6. Health and safety consultant

6.1 Duties [6.2] :

The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:

- 6.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended
- 6.1.2 Prepare and update the health and safety specification for the **works**
- 6.1.3 Agree with the **contractor** the health and safety plan for the **works**
- 6.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations
- 6.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to?

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 T:.....

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7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	
<b><u>Insurances and securities (A8-A11)</u></b>			
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 10.1.1 - Contracts Works Insurances F:..... V:..... T:.....  '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 110% of the contract amount	Item	
12	Clause 10.1.2 - Supplementary Insurance - N/A Clause 10.1.3 - Public Liability Insurance Clause 10.1.4 - Removal of Lateral Support Insurance - N/A Clause 10.1.5 - Other Insurances - N/A F:..... V:..... T:.....	Item	
13	Clause 11.0 - Securities  <b>Clause 11.1 - Guarantee for construction</b> F:..... V:..... T:.....		
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The contractor shall provide to the employer a **guarantee for construction** within fifteen (15) working days of acceptance of the contractor's tender

**Clause 11.5 - Guarantee for payment**

The **employer** shall provide to the **contractor** a **guarantee for payment** in the amount of ?.....Rand (R.....) ? [11.5.1]. The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [11.10]?

**Extension of waiver of lien**

The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10] ?

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

**Execution (A12 - A17)**

14 Clause 12.0 - Obligations of the **parties**

**Office accommodation**

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18] ?

**Notice board**

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18] ?

**Statutory and other notices**

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The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**.  
 The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

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

Item

15 Clause 13.0 - Setting out

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

Item

16 Clause 14.0 - Nominated **subcontractors**

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

Item

17 Clause 15.0 - Selected **subcontractors**

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

Item

18 Clause 16.0 - **Direct contractors**

**Attendance on direct contractors**

In respect of **direct contractors** the **contractor** shall:

1. Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials
2. Allow the use of personnel welfare facilities, where provided
3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation

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<p>4. Permit the <b>direct contractor</b> to use erected scaffolding, hoisting facilities, etc provided by the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b> [16.1]</p> <p>F:..... V:.....  T:.....</p>			
<p>19 <b>Clause 17.0 - Contract instructions</b></p> <p><b>? Site instructions</b></p> <p>Instructions issued on <b>site</b> are to be recorded in a site instruction book which is to be supplied and maintained on <b>site</b> by the <b>contractor</b> ?</p> <p>F:..... V:.....  T:.....</p>	<p>Item</p>		
<p><b>Completion (A18 - A24)</b></p> <p>20 <b>Clause 18.0 - Interim completion</b></p>	<p>N/A</p>		
<p>21 <b>Clause 19.0 - Practical completion</b></p> <p>F:..... V:.....  T:.....</p>	<p>Item</p>		
<p>22 <b>Clause 20.0 - Completion in sections</b></p> <p>F:..... V:.....  T:.....</p>	<p>Item</p>		
<p>23 <b>Clause 21.0 - Defects liability period and final completion</b></p> <p>F:..... V:.....  T:.....</p>	<p>Item</p>		
<p>24 <b>Clause 22.0 - Latent defects liability period</b></p> <p>F:..... V:.....  T:.....</p>	<p>Item</p>		
<p style="text-align: center;"><b>Carried to Collection</b></p>			
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25 Clause 23.0 - Revision of the date for **practical completion**

**Substitution of materials and goods**

The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value** [17.1.8; 23.1 & 2]

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

Item

26 Clause 24.0 - **Penalty** for late or non-completion

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

Item

**Payment (A25 - A27)**

27 Clause 25.0 - Payment

**Prices submitted**

Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

28 Clause 25 amended to read 'The employer shall pay to the contractor the amount certified in interim 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'

29 Materials and goods stored off site shall not be included in the amount authorised for payment unless the requirements for an Advanced Payment Guarantee are met

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

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30 Clause 26.0 - Adjustment of the **contract value** and **final account**

**Fluctuations in costs**

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5] ?

**Tenant installation/user requirements delayed**

There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to **practical completion**

Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for **preliminaries** appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of **practical completion** of the **works**

31 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 considered

The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission ?

**Cost of claims**

All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs

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**Claims from subcontractors**

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

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

Item

32 Clause 27.0 - Recovery of expense and/or loss

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

Item

**Suspension and termination (A28 - A29)**

33 Clause 28.0 - Suspension by the **contractor**

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

Item

34 Clause 29.0 - Termination

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

Item

**Dispute resolution (A30)**

35 Clause 30.0 - Dispute resolution

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

Item

36 **Agreement**

The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agreement** by the **parties**

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

Item

37 **Contract data**

**Tenderer's selections**

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Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

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

Item

**SECTION B: GENERAL PRELIMINARIES**

**Definitions and interpretation (B1)**

38 Clause 1.1 - Definitions

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

Item

39 Clause 1.2 - Interpretation

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

Item

**Documents (B2)**

40 Clause 2.1 - Checking of documents

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

Item

41 Clause 2.2 - Provisional **bills of quantities**

**Multiple procurement**

These **bills of quantities** are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are **budgetary allowances and provisional sums**

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

Item

42 Clause 2.3 - Availability of **construction information**

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

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43	Clause 2.4 - Ordering of materials and goods	Item	
	F:..... V:..... T:.....		
	<b><u>Previous work and adjoining properties (B3)</u></b>		
44	Clause 3.1 - Previous work - dimensional accuracy	Item	
	F:..... V:..... T:.....		
45	Clause 3.2 - Previous work - defects	Item	
	F:..... V:..... T:.....		
46	Clause 3.3 - Inspection of adjoining properties	Item	
	F:..... V:..... T:.....		
	<b><u>The site (B4)</u></b>		
47	Clause 4.1 - Handover of site in stages	Item	
	F:..... V:..... T:.....		
48	Clause 4.2 - Enclosure of the works	Item	
	Hoarding will be required to isolate areas; this hoarding has been allowed for in the bills of quantities		
	F:..... V:..... T:.....		
49	Clause 4.3 - Geotechnical and other investigations	Item	
	F:..... V:..... T:.....		
50	Clause 4.4 - Encroachments	Item	
	F:..... V:..... T:.....		
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51 Clause 4.5 - Existing premises occupied

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

Item

52 Clause 4.6 - Services - known

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

Item

**Management of contract (B5)**

53 Clause 5.1 - Management of the works

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

Item

54 Clause 5.2 - Progress meetings

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

Item

55 Clause 5.3 - Technical meetings

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

Item

**Samples, shop drawings and manufacturer's instructions (B6)**

56 Clause 6.1 - Samples of materials

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

Item

57 Clause 6.2 - Workmanship samples

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

Item

58 Clause 6.3 - Shop drawings

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

Item

59 Clause 6.4 - Compliance with manufacturer's instructions

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

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<b><u>Deposits and fees (B7)</u></b>				
60	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item		
<b><u>Temporary services (B8)</u></b>				
61	Clause 8.1 - Water F:..... V:..... T:.....	Item		
62	Clause 8.2 - Electricity F:..... V:..... T:.....	Item		
63	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
64	Clause 8.3 - Ablution and welfare facilities in compliance to the provisions of the Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993 as amended: Section (30): Sub-section (1)(a) - Shower facilities after consultation with the employees or the employees representatives, or at least one shower facility for every 15 persons; Sub-section (1)(b) - at least one sanitary facility for each sex and for every 30 workers; Sub-section (1)(c) - changing facilities for each sex and Sub-section (1)(d) - sheltered eating areas  F:..... V:..... T:.....	Item		
65	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item		
<b><u>Prime cost amounts (B9)</u></b>				
66	Clause 9.1 - Responsibility for prime cost amounts			
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**Attendance on subcontractors (B10)**

67 Clause 10.1 - General attendance

**User note**

*General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement*

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

Item

68 Clause 10.2 - Special attendance

**General (B11)**

69 Clause 11.1 - Protection of the **works**

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

Item

70 Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections**

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

Item

71 Clause 11.3 - Security of the **works**

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

Item

72 Clause 11.4 - Notice before covering work

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

Item

73 Clause 11.5 - Disturbance

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**Disturbance**

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever ?

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

74 Clause 11.6 - Environmental disturbance

**Controlling all forms of pollution**

The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The **contractor** is to ensure that all roads which border the **site** and are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works**

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

75 Clause 11.7 - **Works** cleaning and clearing

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

76 Clause 11.8 - Vermin

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

77 Clause 11.9 - Overhand work

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

Item

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78 Clause 11.10 - Tenant installations  
 F:..... V:.....  
 T:.....

Item

79 Clause 11.11 - Advertising  
 F:..... V:.....  
 T:.....

Item

**SECTION C: SPECIFIC PRELIMINARIES**

80 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the entity supplying the materials and/or executing the work and shall deliver same to the **principal agent** on **final completion** of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **practical completion** and that any **defects** that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written **notice** to do so

The warranty will not be enforced if the work is damaged by **defects** in the execution of the **works**, in which case the responsibility for replacement shall rest entirely with the **contractor**

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

Item

81 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

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82	Cooperation of the <b>contractor</b> for cost management	Item	
	It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the <b>contract value</b> does not exceed the budget		
	F:..... V:..... T:.....		
83	Overloading	Item	
	The <b>contractor</b> shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the <b>works</b> or temporary works eg scaffolding, etc. The <b>contractor</b> shall submit details of his proposed loading, storage, plant erection, etc to the <b>principal agent</b> for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the <b>principal agent's</b> requirements in connection with the provision of temporary support work, etc. Any damage caused to the <b>works</b> by overloading shall be made good by the <b>contractor</b> at his sole expense		
	F:..... V:..... T:.....		
84	Propping of floors below	Item	
	The <b>contractor</b> 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 <b>materials and goods</b> and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b>		
	F:..... V:..... T:.....		
85	Testing of flat roof waterproofing for watertightness	Item	
	Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing		
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**User note**

*Insert the following where a health and safety specification is not yet available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification*

86 Health and safety

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price the Pricing schedule for Health, Safety and Environment as per the pricing schedule supplied by the employer.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be in this regard shall be entertained.

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The contractor shall:

1. Comply with the health and safety specification for the works
2. Prepare and agree with the health and safety consultant the health and safety plan for the works
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the employer's health and safety specification

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

Reporting by the Contractor

87 The Contractor is required to complete a **CONTRACTOR MONTHLY REPORT** which is to be submitted together with the Contractor's payment claim

Payment of the Contractor is conditional on this information being accurate and timeously provided

Payment shall be subject to the Contractor giving the Employer a tax invoice for the amount due.

The Contractor is to take note of the following requirements -

At the bottom of the **CONTRACTOR MONTHLY REPORT**, the **Site Agent, Clerk of Works, CLO** or **Contractor** must sign the document as proof that the people indicated have worked the number of days

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

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88 Advertising rights

The **employer** may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The **contractor** shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the **principal agent** so as not to hinder the **contractor** in meeting his obligations under this **agreement**

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

Item

89 Confidentiality

The **contractor** undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all **subcontractors** and suppliers. Such information shall not be used in any way except in connection with the execution of the **works**

No information regarding this project shall be published or disclosed without the prior written consent of the **employer**

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

Item

90 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the **employer**

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer**, cause any statement or advertisement connected with this project to be printed, screened or aired by the media

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

Item

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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 Bill No. 1  
 Preliminaries

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

Section 1

Bill No. 1

Preliminaries

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**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

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Section 1

Bill No. 1

Preliminaries

Item No		Quantity	Rate	Amount
	<p><b><u>SECTION No. 1 - PRELIMINARIES</u></b></p> <p><b><u>BILL NO. 2 - PRELIMINARIES (OHS)</u></b></p> <p><b><u>HEALTH AND SAFETY</u></b></p> <p><b><u>MODEL PREAMBLES</u></b></p> <p>The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles.</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.</p> <p>Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health &amp; Safety specifications.</p> <p>The items in this Bill do not contain quantities hence the Contractor must insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health &amp; Safety Specifications.</p> <p>The costs included herein must incorporate Community Liaison Officer (CLO).</p>			
	<b>Carried to Collection</b>		R	
	Section 1 Bill No. 2 Health and Safety			

**OCCUPATIONAL HEALTH AND SAFETY**

**General:**

1	Preparation of Contractor's site specific Health and Safety Plan.		Item
2	Submission of the Health and Safety File.		Item
3	Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations.		Item
4	Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations for the entire construction period.		Item
5	Provision of full time Health and Safety Officer for the entire construction period.		Item
6	Induction training of personnel.	No	5
7	Provision of first aid boxes.	No	1
8	SANS approved weld mesh type temporary barrier fencing 1,8m high covered with a 80% knitted HDPE monofilament green shed netting fixed to and including 100mm diameter gum poles set securely min 300mm deep in ground at max 3m spacing including excavation, backfilling, etc	m	231
9	Cut into existing barrier fence and provide double vehicle access gate size 3800 x 1800mm high, including providing gate posts, locking chains etc, and the removal of gate on completion. (Contractor to visit site in order to fully assess the total cost implication for pricing purposes)	No	1
10	Extra over mesh fence for pedestrian gate size 1.2 x 1,8m high.	No	1
11	Extra over mesh fence for pedestrian gate size 5 x 1,8m high.	No	1
12	Temporary warning signs and symbols.		Item

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 Health and Safety

**Provision for Personal Protective Equipment and Protective Clothing:**

13 Reflective vests.

Item

14 Hard hats.

Item

15 Protective foot wear.

Item

16 Ear Plugs.

Item

17 Dust Masks.

Item

**Costs of Medical Certificates and Medical Surveillance:**

18 Initial (baseline) medical examinations.

Item

19 Exit Examinations.

Item

**Noise Monitoring:**

20 Establishment of noise zones.

Item

21 Audiograms.

Item

**C16. Covid-19 Compliance Measures**

22 The Contractor is required to price for Covid 19 compliance and the pricing thereof shall be deemed to include all the mandatory requirements.

Item

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Section 1

Bill No. 2

Health and Safety

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**SECTION SUMMARY - PRELIMINARIES**

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**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

Item No		Quantity	Rate	Amount
	<b><u>SECTION No. 2 - EXTERNAL WORKS</u></b>			
	<b><u>BILL No. 1 - FENCING AND GATES</u></b>			
	<b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>			
	<b><u>MODEL PREAMBLES</u></b>			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<b><u>THE FOLLOWING IN FENCING, ETC.</u></b>			
	<b><u>ALTERATIONS</u></b>			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
1	Take down and handover to the employer existing vehicle gate approximately 4000mm wide x 2200mm high, including support posts, hinges, bolts etc, grubbing up concrete bases approximately 450 x 450 x 600mm, backfilling with approved filling and carting away to approved dumping site and making good complete.	No	1	
2	Take down and remove existing galvanized weldmesh fencing approximately 2200mm high including flat wrap razor wire, support posts, hinges, bolts, etc, precast concrete posts at approximately 3000mm centres including grubbing up concrete bases approximately 450 x 450 x 600mm, backfilling with approved filling and carting away to approved dumping site and making good complete	m	702	
	<u>Removal of existing ClearView fence:</u>			
3	Carefully take down existing ClearView fence and hand over to the Employer. Remove all foundations, etc and ensure the area is clean and free of rubble.	m	197	
4	Carefully take down ClearView pedestrian gate and handover to the Employer.	No	1	
	<b>Carried to Collection</b>			R
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	Bill No. 1			
	Fencing and Gates			

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

<u>Site Clearance, ETC</u>				
5	Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m2	849	
6	Stripping average 200mm thick layer of topsoil and stockpiling on site.	m2	849	
<u>REMOVAL OF TREES ETC</u>				
<u>Cutting down and removing, grubbing up roots and filling in holes</u>				
7	Tree exceeding 200mm and not exceeding 500mm girth	No	1	
8	Tree exceeding 500mm and not exceeding 1000mm girth	No	1	
<u>Open face excavation not exceeding 2m deep:</u>				
9	Excavate to cut in open face, not exceeding 2m deep to reduce levels and grade to fill and compact to 93% mod AASHTO density at optimum moisture content.	m3	45	
10	Trenches.	m3	400	
<u>Extra over trench and hole excavations in earth for excavations in:</u>				
11	Soft rock.	m3	30	
12	Hard rock.	m3	15	
<u>Risk of collapse of excavations other than bulk:</u>				
13	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	1 144	
<u>Extra over all excavations for carting away:</u>				
14	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	280	
<b>Carried to Collection</b>				
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Fencing and Gates				
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<u>Earth filling from excavated material</u>				
15	Dig, load and remove filling selected from spoil heaps on site and deposit as filling in platforms including spreading and compacting to cambers and falls in layers not exceeding 150 mm thick to a minimum of 95% Modified AASHTO dry density.	m3	120	
<u>Surface Preparation:</u>				
16	Trim and level off surface of ground (excavated or filled under this Contract) including excavating or filling, ripping and scarifying as necessary and compacting the whole area for a depth of 300mm to a density of at least 90% Mod. AASHTO maximum density, part to falls.	m2	334	
<b><u>KEEPING EXCAVATIONS FREE OF WATER</u></b>				
<u>Keeping excavations free of water:</u>				
17	Keeping excavations free of all water other than subterranean water.			Item
<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<u>10MPa/20mm concrete:</u>				
18	Blinding.	m3	17	
<u>25Mpa/19mm Concrete:</u>				
19	Bases	m3	105	
20	Ground beams against excavated faces.	m3	30	
<b><u>CONCRETE TESTS</u></b>				
<u>Test blocks:</u>				
21	Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	Sets	15.0	
<b><u>METALWORK (HIGH SECURITY FENCE)</u></b>				
<b>Carried to Collection</b>				
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	<u>High density anti-climb anti-cut pressed mesh panel security fencing (ClearVu or equally approved)</u>			
22	2619 x 3000mm high panel formed of 3.5mm diameter high tensile horizontal and vertical high tensile wires including marine fusion bond coating (Colour to Architect's approval), The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity), aperture size 76,2mm x 12,7mm with vertical reinforced tube framework filled with an aluminium fibre ceramic composite and horizontal reinforced with 25 x 5mm flat bar mesh including marine fusion bond coating with clamping plates, flanges, vandal resistant bolts complete as per Architect's Details. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panels fixed to posts (elsewhere measured) strictly in accordance with manufacturers specifications.	m	477	
23	2619 x 500mm high single skin underdig fencing panel formed of 3mm diameter horizontal and 4mm vertical high tensile wires galvanised with alu-galv coating with aperture size 76,2mm x 12,7mm and reinforcing Vsection ribs including bolted to posts (posts elsewhere measured) with all grade 304 stainless steel affixing bolts, brackets, etc	m	477	
24	Connecting new fence to the existing fence including all accessories, etc	No	2	
	<u>Taper locking post</u>			
25	85 x 45mm H-profile post 3000mm long with ends cast 600mm into bases (elsewhere measured) including fastening mesh panels (e/m) to posts with approved fasteners, bolts, pins, etc. including marine fusion bond coated with end cap fastened to top of posts complete.	No	239	
	<u>Topping</u>			
26	100mm high galvanized steel "Shark Tooth" spike rails including and fixing to panel edge, internally at 150mm intervals using anti-vandal bolts along top of fence inclusive off all fasteners, clips, anti-vandal bolts, etc. complete. Spike finish shall be Galvanized, then Marine Fusion Bond coated.	m	477	
	<b>Carried to Collection</b>			R
	Section 2 Bill No. 1 Fencing and Gates			

<u>Two coats bituminous emulsion to metal surfaces</u>					
27	Underdig (both sides measured over the full flat area)	m2	858		
<u>Sliding gates</u>					
(Note: All components to be galvanized in accordance with ISO1461 with ZincAlu / HDG finish or similar approved)					
28	6000 x 2400mm High heavy duty sliding vehicle entrance gate to match fencing cladding specifications including heavy duty support posts, hinges, bolts, welding, steel rollers, 25 x 25 x 3mm galvanized angle iron track cast into concrete (concrete elsewhere measured) etc. complete to Engineer's Drawing (Rev A). (Note: Steel to be of minimum yield strength 235N/mm <sup>2</sup> )	No	1		
<u>Swing gates</u>					
(Note: All components to be galvanized in accordance with ISO1461 with ZincAlu / HDG finish or similar approved)					
29	1000 x 3000mm High heavy duty pedestrian gate to match fencing cladding specifications including heavy duty support posts, hinges, bolts, welding, etc. complete to both Architect's and Engineer's Specifications (Note: Steel to be of minimum yield strength 235N/mm <sup>2</sup> )	No	1		
30	3000 x 3000mm High heavy duty pedestrian gate to match fencing cladding specifications including heavy duty support posts, hinges, bolts, welding, etc. complete to both Architect's and Engineer's Specifications (Note: Steel to be of minimum yield strength 235N/mm <sup>2</sup> )	No	1		
<u>Prescribed density tests on filling:</u>					
31	Modified AASHTO Density test.	No	12		
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Bill No. 1

Fencing and Gates

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Section 2

Bill No. 1

Fencing and Gates

Item No		Quantity	Rate	Amount
	<b><u>SECTION No. 2 - EXTERNAL WORKS</u></b>			
	<b><u>BILL No. 2 - DRIVEWAYS, RETAINING WALLS, WALKWAYS, STEPS, ETC</u></b>			
	<b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>			
	<b><u>MODEL PREAMBLES</u></b>			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<b><u>THE FOLLOWING IN DRIVEWAYS</u></b>			
	<b><u>REMOVAL OR REPAIRING OF EXISTING WORK</u></b>			
	<u>Extra over open face excavations in asphalt or concrete surfaces for breaking up and removing:</u>			
1	Brick Paving approximately 80mm thick including set-aside for later re-use.	m2	72	
2	Removing concrete kerbing approximately 150 x 250mm high overall including cutting back existing edges of existing surfaces for repairs of edges breaks, etc. to an average depth of 80mm	m	45	
	<u>Excavation not exceeding 2m deep</u>			
3	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	127	
	<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>			
4	Off site to a dumping site to be found by the Contractor.	m3	85	
	<u>Filling supplied by the contractor under walkways</u>			
5	G7 Base course material compacted to 98% Mod AASHTO density	m3	105	
	<b>Carried to Collection</b>			R
	Section 2			
	Bill No. 2			
	Driveways, retaining walls, walkways, steps, etc			

6	Over site of Selected Subgrade G5 material in accordance with SABS 1 200 DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density.	m3	64	
	<u>Rip and Re - compact insitu material on site compacted to 93% Mod. AASHTO density:</u>			
7	Under floors, etc.	m2	423	
	<u>Prescribed density tests on filling:</u>			
8	In-situ dry density test.	No	12	
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control Company and guaranteed against termite infestation for ten years:</u>			
9	Treat filling under paving with 'Chlordane Heptachlor Aldrin' or equal approved.	m2	423	
	<b><u>Concrete Paving Blocks</u></b>			
	<u>Paving of 60mm thick 200x100mm 25MPa Bevel Bond paver blocks grey in colour in herringbone pattern on and including 20mm thick sand bed with dry filler sand swept and vibrated into joints all laid on subgrade (elsewhere measured) conforming to SABS 1200D degree of accuracy I:</u>			
10	Paving to walkway areas, etc laid to falls.	m2	92	
	<u>Paving of 80mm thick 200x100mm 25MPa Bevel Bond paver blocks grey in colour in herringbone pattern on and including 20mm thick sand bed with dry filler sand swept and vibrated into joints all laid on subgrade (elsewhere measured) conforming to SABS 1200D degree of accuracy I:</u>			
11	Paving to walkway areas, etc laid to falls.	m2	277	
12	Extra over ordinary paving for 200mm wide block-on-flat header course edging on 100mm thick mortar bed including unreinforced concrete haunching along outside edge.	m	45	
13	Ditto but circular on plan.	m	16	
	<b>Carried to Collection</b>			R
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	Driveways, retaining walls, walkways, steps, etc			

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

<u>Reinforced 25Mpa/19mm Concrete:</u>				
14	Paving, etc in panels between construction joints, etc.	m3	8	
15	Concrete slab edging.	m3	2	
16	Concrete beam under sliding gate.	m3	2	
<u>Finishing top surfaces of concrete smooth with a wood float:</u>				
17	Surface beds, slabs, etc to falls and currents.	m2	54	
<b><u>FORMWORK</u></b>				
<u>Rough Formwork (Degree of Accuracy II)</u>				
18	Edges, risers, ends and reveals not exceeding 300mm high.	m	125	
19	Edges, risers, ends and reveals of the ground beam.	m2	7	
<u>Test blocks:</u>				
20	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No	5	
<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>				
21	12mm Joints not exceeding 300mm high.	m	110	
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
22	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary.	m	110	
<u>Fabric reinforcement:</u>				
23	Type Ref 245 high tensile fabric reinforcement in concrete surface beds, slabs, roadways, parking areas, etc.	m2	54	
<u>Waterproofing under Surface beds</u>				
24	350 Micron USB orange polyethylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed (elsewhere measured).	m2	54	
<b>Carried to Collection</b>				
Section 2				
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Driveways, retaining walls, walkways, steps, etc				

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**Kerbing**

Precast or in situ mass concrete (25 MPa - 19 mm stone) kerbs cast in convenient lengths with exposed faces finished smooth from the mould and all salient angles rounded, jointed and pointed in 1:3 cement mortar, including excavations, formwork, etc.

25	Barrier kerb (Figure 3) 150 x 250mm high circular on plan not exceeding 4m radius formed with 330mm lengths of straight kerb.	m	209
26	Figure 14 (2 x C1 Figure 14) kerb laid in lengths not exceeding 1000mm on a well rammed earth bottom or base course.	m	19
27	Ditto but circular on plan.	m	6
28	Fig. 11 kerb size 75 x 150mm high overall, laid in lengths not exceeding 1000mm on a well rammed earth bottom or base course.	m	33
29	Ditto but circular on plan.	m	3

**PAINTWORK ON PAVED ROAD SURFACE**

Prepare and apply one coat white reflective road marking paint on paved road surfacing, precast concrete paving bricks, etc.:

30	100mm Wide line.	m	24
31	100mm wide solid red line	m	10
32	200mm wide solid white line	m	24

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 Driveways, retaining walls, walkways, steps, etc

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**THE FOLLOWING IN RETAINING WALLS, ETC.**

Excavation in earth not exceeding 2m deep

33 Trenches. m3 18

Risk of collapse of excavations:

34 Sides of trench and hole excavations not exceeding 1,5m deep. m2 59

Keeping excavations free of water:

35 Keeping excavations free of all water other than subterranean water. Item

Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):

36 Off site to a dumping site to be found by the Contractor. m3 8

Filling with approved clean, hard, dry decomposed dolerite filling supplied and carted onto site by the Contractor, compacted to a density of at least 95% Mod. AASHTO maximum density:

37 Behind walls with selected backfilling supplied by the Contractor compacted to 98% Mod ASSHTO density m3 13

Compaction of surfaces

38 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 32

15Mpa/19mm Concrete

39 Surface blinding under footings and bases. m3 2

30Mpa/19mm Concrete

40 Strip footings. m3 8

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Section 2  
 Bill No. 2  
 Driveways, retaining walls, walkways, steps, etc

<u>Test blocks:</u>				
41	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No	4	
<u>Fabric reinforcement:</u>				
42	REF. 395 fabric reinforcement in concrete infill, strip footings.	m2	27	
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar (Cement to be 42.5N all-purpose cement):</u>				
43	One brick walls.	m2	43	
<u>Brickwork reinforcement:</u>				
44	230mm Wide reinforcement built in horizontally.	m	507	
<u>"Qunu Travertine" clay face brick or equal approved, size 222 x 106 x 73mm, bedded and jointed in Class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zones 1-2 (Cement to be 42.5N all-purpose cement):</u>				
45	Extra over brickwork for face brickwork externally.	m2	27	
<u>Brick-on-edge header course copings, sills, etc. of "Qunu Travertine" or equal Architect approved clay face brick size 222 x 106 x 73mm, pointed with recessed joints on all exposed faces:</u>				
46	220mm Wide header course to top of one brick wall bedded and jointed in cement mortar and pointed on top and both sides as described.	m	54	
<u>Openings in Walls etc.</u>				
47	Leave or form 32mm weep hole through one brick wall	No	12	
<u>Membranes</u>				
48	"Geofabric filter blanket wrapped around stone with 150mm side and 300mm end laps, including stitching.	m2	10	
<b>Carried to Collection</b>				
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Driveways, retaining walls, walkways, steps, etc				
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	<u>Earth filling 300 x 300mm section of 19mm thick stone material surrounding 110mm uPVC pipe, supplied by the contractor compacted to 98% Mod AASHTO density:</u>			
49	19mm Stone.	m3	4	
	<b><u>THE FOLLOWING IN WALKWAY AND STEPS ETC.</u></b>			
	<b><u>WALKWAYS AND STEPS</u></b>			
	<u>Excavation not exceeding 2m deep</u>			
50	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	21	
	<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>			
51	Off site to a dumping site to be found by the Contractor.	m3	17	
	<u>Filling supplied by the contractor under floors, aprons, etc</u>			
52	G7 Base course material compacted to 98% Mod AASHTO density	m3	6	
53	Over site of Selected Subgrade G5 material in accordance with SABS 1 200 DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density.	m3	6	
	<u>Coarse river sand filling supplied by the contractor:</u>			
54	Under floors etc.	m3	2	
	<u>Compaction of surfaces:</u>			
55	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	43	
	<u>Prescribed density tests on filling:</u>			
56	In-situ dry density test.	No	8	
	<b>Carried to Collection</b>			R
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	Driveways, retaining walls, walkways, steps, etc			

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

<u>Reinforced 25Mpa/19mm Concrete:</u>		
57	Surface beds cast in panels on waterproofing.	m3 5
58	Edge thickening	m3 5
59	Steps	m3 2
<u>Finishing top surfaces of concrete smooth with a wood float:</u>		
60	Surface beds, slabs, etc to falls and currents.	m2 45
<u>Test blocks:</u>		
61	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No 5
<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>		
62	12mm Joints not exceeding 300mm high.	m 55
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>		
63	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary.	m 55
<u>Fabric reinforcement:</u>		
64	REF. 395 fabric reinforcement in concrete surface beds, slabs, etc.	m2 43
<u>Waterproofing under Surface beds</u>		
65	350 Micron USB orange polyethylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed (elsewhere measured).	m2 43

**Carried to Collection**

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Driveways, retaining walls, walkways, steps, etc

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<p>Section 2 Bill No. 2 Driveways, retaining walls, walkways, steps, etc</p>	<p>Carried to Collection</p>	<p>R</p>	

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Driveways, retaining walls, walkways, steps, etc

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Section 2

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Driveways, retaining walls, walkways, steps, etc



	<u>Cast in-situ Ref 395 mesh reinforced concrete (25MPa) open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 2m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar. Concrete apron to be tinted, colour to be specified by the Engineer.</u>			
5	900 x 80mm thick V' channel 150mm deep in centre laid in position in ground not exceeding 2000mm sections including all formwork, reinforcement, expansion joints, smooth finishing to top of concrete surface etc.	m	256	
6	Extra for 700mm angle	No	20	
7	Extra for forming 200mm thick 700mm wide spreader with 200mm high edges fanning out to 1 960mm width at furthest end with hard burnt bricks pitching cast in ass diffusers including working off concrete to a smooth finish and draining onto natural ground with 150 - 200mm diameter loose stones.	No	2	
	<u>Sundries:</u>			
8	Create stormwater earth berm for stormwater control with in situ material 1,2m wide at base x 400mm high	m	239	
9	Construct shaped earth V-drain 2m wide with grass runners	m	239	
	<b><u>STORMWATER TRAPEZOIDAL STORMWATER CHANNELS</u></b>			
	<u>Excavation not exceeding 2m deep</u>			
10	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	20	
	<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>			
11	Off site to a dumping site to be found by the Contractor.	m3	20	
	<u>Filling supplied by the contractor under channels</u>			
12	G7 Base course material compacted to 98% Mod AASHTO density	m3	6	
	<b>Carried to Collection</b>			
	Section 2			
	Bill No. 3			
	Stormwater Management			

13	Over site of Selected Subgrade G5 material in accordance with SABS 1 200 DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density.	m3	6	
	<u>Cast in-situ Ref 395 mesh reinforced concrete (25MPa) open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 2m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar. Concrete apron to be tinted, colour to be specified by the Engineer.</u>			
14	1440 x 100mm thick trapezoidal channel 250mm deep in centre laid in position in ground not exceeding 2000mm sections including all formwork, reinforcement, expansion joints, smooth finishing to top of concrete surface etc.	m	20	
	<b><u>THE FOLLOWING IN STORMWATER DRAINAGE</u></b>			
	<u>Excavation, etc. for stormwater drainage:</u>			
15	Carefully excavate by hand in small sections, to expose existing services, including backfilling to 90% Mod AASTHO density on completion.	m3	20	
16	Excavation in earth exceeding 2m and not exceeding 4m deep.	m3	80	
17	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock.	m3	8	
18	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock.	m3	4	
19	Extra over excavation for pipe trenches, chambers, etc for carting away surplus material to a dumping site to be located by the Contractor.	m3	80	
20	Backfilling to pipe trenches, chambers, etc with G7 material supplied by the contractor compacted to 95% Mod AASHTO density and stabilised with 3 percent cement.	m3	32	
21	Sand blanket on top and sides of the pipes supplied by the contractor compacted to 100% MOD AASHTO.	m3	20	
	<b>Carried to Collection</b>			R
	Section 2 Bill No. 3 Stormwater Management			



26	<p>Manhole size 1500 x 1500mm exceeding 1m but not exceeding 1.5m deep internally to invert level formed of hard burnt half brick sides in 1:3 cement mortar on and including 100mm thick mass concrete (25 MPa at 28 days in 19 mm stone) bottom reinforced with Y10 bars at 200c/c both directions and projecting 150mm beyond sides, cast on 50mm thick concrete Blinding (15Mpa) and mass concrete (15 MPa at 28 days in 12 mm stone) benching, rendered internally in 1:3 cement plaster with with C.I step irons staggered at 300c/c with 150mm thick grade 25 reinforced precast concrete manhole cover rebated for and fitted with and including cast iron double seal cover and frame type 14B in accordance with SABS 558, bedded in 1:3 cement mortar and sealed in to allow including all necessary vitrified clay channels and fittings, excavations, formwork, holes through sides for pipes, etc</p>	No	3	
27	<p>Splayed kerb inlet chamber size 2210 x 1200mm exceeding 1m and not exceeding 2,0m deep internally to invert level formed of hard burnt one brick sides in 1:3 cement mortar on and including 150mm thick reinforced concrete (class 25 /19 concrete at 28 days) bottom and mass concrete (class 15/12 concrete at 28 days) benching, rendered internally in 1:3 cement plaster with 100mm thick reinforced concrete (class 25/19 concrete at 28 days) top, rebated for and fitted with cast iron double seal cover and frame (cover and frame elsewhere) in accordance with SABS 558, bedded in 1:3 cement mortar and sealed in tallow, including all necessary channels and fittings, excavations, formwork, reinforcement, holes through sides for pipes, etc. including finishing exposed surfaces of concrete smooth with a steel trowel to falls all as per detail 2M Kerb Inlet Detail on Drawing No. 100 REV D attached to these Bills of Quantities.</p>	No	1	
	<u>Gratings, covers, etc:</u>			
28	450 X 450 mm x 27.4kg medium duty cast iron dished grating and frame.	No	4	
29	560mm Diameter 176kg type 2A cast iron manhole cover and frame.	No	1	
30	Lifting key for manhole cover.	No	1	
	<b><u>THE FOLLOWING IN HEADWALLS</u></b>			
	<b>Carried to Collection</b>			R
	Section 2 Bill No. 3 Stormwater Management			

**REMOVAL OR REPAIRING OF EXISTING WORK**

**REMOVAL OR REPAIRING OF EXISTING WORK**

31	Break down and remove existing headwalls.	No	1
<b><u>THE FOLLOWING IN HEADWALLS</u></b>			
32	Excavation not exceeding 2m deep.	m3	2
33	Risk of collapse not exceeding 1,5m deep	m2	40
34	Keeping excavations free from water		Item
35	Carting away surplus excavated material	m3	2
36	150mm layer of G7 material compacted to 95% MOD AASHTO under concrete slab.	m3	2
37	150mm layer of G5 material compacted to 95% MOD AASHTO under concrete slab.	m3	1
38	25Mpa/19mm Reinforced concrete in bottom slabs and footings.	m3	1
39	Formwork to edges, risers, ends and reveals not exceeding 300mm wide or high.	m	13
40	Weld Mesh Ref 193 in Concrete bottom slab.	m2	5
41	One brick wall of 14 MPa NFX bricks.	m2	8
42	230mm Wide reinforcement built in horizontally.	m	90
43	Plaster on brick walls.	m2	8
44	Gabion mattress comprising of 20 to 30mm stones wrapped in A3 geotextile with voids filled with 1:3 cement/sand mortar.	m2	3

**Carried to Collection**

R

Section 2  
 Bill No. 3  
 Stormwater Management

Section 2

Bill No. 3

Stormwater Management

**COLLECTION**

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**Carried Forward to Summary of Section No. 2**

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Section 2

Bill No. 3

Stormwater Management

Item No		Quantity	Rate	Amount
	<b><u>SECTION No. 2 - EXTERNAL WORKS</u></b>			
	<b><u>BILL No. 4 - ACCESS RAMP AND STAIRS</u></b>			
	<b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>			
	<b><u>MODEL PREAMBLES</u></b>			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<b><u>THE FOLLOWING IN ACCESS RAMP</u></b>			
	<b><u>ACCESS RAMPS WALLS</u></b>			
	<u>Excavation in earth not exceeding 2m deep:</u>			
1	Trenches.	m3	144	
	<u>Extra over all excavations for carting away:</u>			
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor.	m3	144	
	<u>Risk of collapse of excavations:</u>			
3	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	410	
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% MOD AASHTO density:</u>			
4	Backfilling to trenches, holes, etc.	m3	129	
	<u>Earth filling (G7 material) supplied by the contractor in layers not exceeding 150mm thick and compacted to 98% Mod AASHTO density:</u>			
5	Under footings.	m3	24	
	<b>Carried to Collection</b>			R
	Section 2			
	Bill No. 4			
	Access Ramp and Stairs			

<u>Compaction of surfaces</u>		
6	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2 120
<u>25 Mpa/19mm Concrete</u>		
7	Strip footings.	m3 30
<u>Test blocks:</u>		
8	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No 15
<u>Reinforcement (Provisional)</u>		
9	High tensile steel reinforcement bars to structural concrete work.	t 0.50
<u>BRICKWORK IN FOUNDATIONS.</u>		
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar (Cement to be 42.5N all-purpose cement):</u>		
10	One brick walls.	m2 68
<u>BRICKWORK IN SUPERSTRUCTURE</u>		
<u>Brickwork of NFP bricks (14 MPa nominal compressive strength) in Class II mortar (Cement to be 42.5N all-purpose cement):</u>		
11	One brick walls.	m2 205
<u>Brickwork reinforcement:</u>		
12	230mm Wide reinforcement built in horizontally.	m 2 411
13	Ditto but in foundations.	m 1 811

Carried to Collection

Section 2  
Bill No. 4  
Access Ramp and Stairs

R

<u>FACE BRICK</u>		
<u>"Qunu Travertine" clay face brick or equal approved, size 222 x 106 x 73mm, bedded and jointed in Class II mortar and pointed with recessed vertical and recessed horizontal joints, suitable for exposure zones 1-2 (Cement to be 42.5N all-purpose cement):</u>		
14	One brickwall faced on both sides.	m2 120
<u>Brick-on-edge header course copings, sills, etc. of "Rustgold FBS/Qunu Travertine" or equal approved face bricks pointed with recessed joints on all exposed faces. 220mm wide sill set sloping and slightly projecting:</u>		
15	230mm wide header course to top of one brick wall bedded and jointed in cement mortar and pointed on top and both sides as described.	m 171
<u>ACCESS RAMPS AND LANDINGS</u>		
<u>Excavation not exceeding 2m deep</u>		
16	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3 34
<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>		
17	Off site to a dumping site to be found by the Contractor.	m3 34
<u>Filling supplied by the contractor under floors, aprons, etc</u>		
18	G7 Base course material compacted to 98% Mod AASHTO density	m3 206
19	Over site of Selected Subgrade G5 material in accordance with SABS 1 200 DM in layers not exceeding 150mm thick and compacted to 95% Mod AASHTO density.	m3 34
<u>Coarse river sand filling supplied by the contractor:</u>		
20	Under floors etc.	m3 9

Carried to Collection

Section 2  
Bill No. 4  
Access Ramp and Stairs

R

<u>Compaction of surfaces:</u>				
21	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	172	
<u>Prescribed density tests on filling:</u>				
22	In-situ dry density test.	No	25	
<u>Reinforced 25Mpa/19mm Concrete:</u>				
23	Ramps, Landings, etc.	m3	17	
<u>Finishing top surfaces of concrete smooth with a wood float:</u>				
24	Surface beds, slabs, etc to falls and currents.	m2	172	
<u>Test blocks:</u>				
25	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No	15	
<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>				
26	12mm Joints not exceeding 300mm high.	m	342	
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
27	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary.	m	342	
<u>Fabric reinforcement:</u>				
28	REF. 245 fabric reinforcement in concrete footings, ramps, concrete surface beds, slabs, etc.	m2	497	
<u>Waterproofing under Surface beds</u>				
29	350 Micron USB orange polyethylene dampproof membrane in accordance with SABS 952 Type C laid on sand bed (elsewhere measured).	m2	172	
<b>Carried to Collection</b>				
Section 2				
Bill No. 4				
Access Ramp and Stairs				
				R

Section 2

Bill No. 4

Access Ramp and Stairs

**COLLECTION**

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Section 2

Bill No. 4

Access Ramp and Stairs

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

Section 2

**SECTION SUMMARY - EXTERNAL WORKS (PROVISIONAL)**

**Bill  
No**

Fencing and Gates

**Page  
No**

44

**Amount**

Driveways, retaining walls, walkways, steps, etc

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Stormwater Management

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Access Ramp and Stairs

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**Carried to Final Summary**

R

Section 2

Item No	Quantity	Rate	Amount
<b><u>SECTION 3</u></b>			
<b><u>BILL No. 1</u></b>			
<b><u>PROVISIONAL SUMS</u></b>			
<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
Tenderers are advised that no claim in respect of loss of profit or Preliminary charges based on the omission of these amounts will be considered and the said amounts will be omitted strictly without any financial compensation payable to the Contractor.			
Provisional sums and Budgetary allowances contained herein may be omitted or reduced at the Employer's discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omission of any discount, or percentage relating to Provisional amounts and Budgetary sums or any loss of profit related thereto.			
<b><u>BUDGETARY ALLOWANCES</u></b>			
<b><u>The following budgetary allowances are for work to be executed at rates in the bills of quantities or to be agreed by the Principal agent:</u></b>			
<b><u>COMMUNITY LIAISON OFFICER</u></b>			
Community Liaison Officer:			
1	Provide the sum of R39 500.00 for the employment of a Community Liaison Officer to be employed by the Main Contractor and be paid an allowance of R6 500.00 a month for the duration (9 months)	Item	39 000.00
2	Add: Mark-up	Item	
<b><u>ELECTRICAL AND GATE MOTOR INSTALLATION ALLOWANCE</u></b>			
<b>Carried to Collection</b>			R
Section 3 Bill No. 1 Provisional Sums			

**KING HINTSA FET COLLEGE  
FENCING FOR MSOBOMVU COLLEGE**

Electrical and Gate Motor Installation Allowance:

3 Provide the sum of R100 000.00 for Electrical Installation including Gate Motor to be executed by specialist selected sub-contractor.

Item 100 000.00

4 Add: Mark-up

Item

**Carried to Collection**

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Section 3  
Bill No. 1  
Provisional Sums

Section 3

Bill No. 1

Provisional Sums

**COLLECTION**

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Amount

**Carried to Final Summary**

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Section 3  
 Bill No. 1  
 Provisional Sums

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES	38	
2	EXTERNAL WORKS (PROVISIONAL)	67	
3	PROVISIONAL SUMS	70	
	SUB-TOTAL		R
	<b><u>CONTINGENCIES</u></b>		
	Allow five percent (5%) of the above sub-total for contingencies to be used as directed and deducted in whole or in part if not required.		R
	SUB-TOTAL		R
	<b>Add Value Added Tax at the rate of 15%</b>		R
	<b>Carried to Form of Offer and Acceptance</b>		R

**CONTRACT DATA**  
**JBCC PRINCIPAL BUILDING AGREEMENT (EDITION 6.2) – May 2018**  
**HIGH SECURITY FENCING WORKS**  
**KING HINTSA TVET COLLEGE**

**1. PARTIES**

**1.1 Employer**

Name: King Hintsa TVET College

Address: Administration Centre, 218 Mthatha Road, Butterworth

Employer's Representative: Siyavuya Tyingwa

Contact Details: 047 401 6407

**1.2 Principal Agent**

Name: .....

Address: .....

Contact Details: .....

**1.3 Quantity Surveyor**

Name: .....

Address: .....

Contact Details: .....

**1.4 Civil & Structural Engineer**

Name: .....

Address: .....

Contact Details: .....

**1.5 Contractor**

Name: To be appointed (Successful Tenderer)

**2. WORKS INFORMATION**

**2.1 Description of the Works**

The work comprises the supply, installation, and completion of high-security fencing at King Hintsa TVET College, including but not limited to:

- Removal of the existing fence and poles.
- Construction of a high security reinforced fence (approximately 2000m long).

- Construction of high security reinforced under-dig under fence.
- Minor concrete works at the entrance gate.
- Installation of two new (2) entrance gates and gate motors.
- Installation of one (1) pedestrian gate
- Construction of new paved roadways
- Construction of stormwater. management system.

All works shall be carried out in accordance with the JBCC Principal Building Agreement (Edition 6.2), drawings, and specifications.

## **2.2 Site Description**

Location: King Hintsa TVET College

Campus: Msobomvu Campus

Address: Msobomvu, Butterworth

## **2.3 Nature of Contract**

Construction of high security fencing.

## **3. CONTRACT DOCUMENTS**

The following documents shall be read together and form the Contract:

1. JBCC Principal Building Agreement (Edition 6.2)
2. Contract Data
3. Drawings
4. Technical Fencing Specifications
5. Bills of Quantities / Schedule of Rates
6. Tender Submission Documents
7. Addenda (if any)

## **4. PENALTIES FOR LATE COMPLETION**

### **4.1 Penalty**

R [.....] per calendar day

(As provided for in Clause 24 of the JBCC Agreement)

## **6. CONTRACT PRICE AND PAYMENT**

### **6.1 Contract Price**

R [Tendered Amount] Incl. VAT

### **6.2 Interim Payments**

Monthly interim payment certificates.

### **6.3 Retention**

Limited to 5% of the Contract Price:

## **7. SECURITY**

### **7.1 Performance Guarantee**

Not Required

Required

If required:

- Amount: 10% of the Contract Price
- Form: JBCC Approved Performance Guarantee

## **8. INSURANCES**

### **8.1 Contract Works Insurance**

Employer

Contractor

### **8.2 Public Liability Insurance**

Minimum cover: R [.....]

## **9. SUBCONTRACTING**

### **9.1 Nominated Subcontractors**

TBA

### **9.2 Selected Subcontractors**

TBA

## **10. DEFECTS LIABILITY PERIOD**

### **10.1 Period**

90 days from date of Practical Completion.

## **11. WORKING HOURS**

### **11.1 Normal Working Hours**

Monday to Thursday: 07:00 – 17:00

### **11.2 Overtime and Weekend Work**

Only with prior written approval from the Principal Agent.

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## **12. SITE ACCESS AND SECURITY**

The Contractor shall comply with all campus access, security, and operational requirements of King Hintsa TVET College.

## **13. HEALTH AND SAFETY**

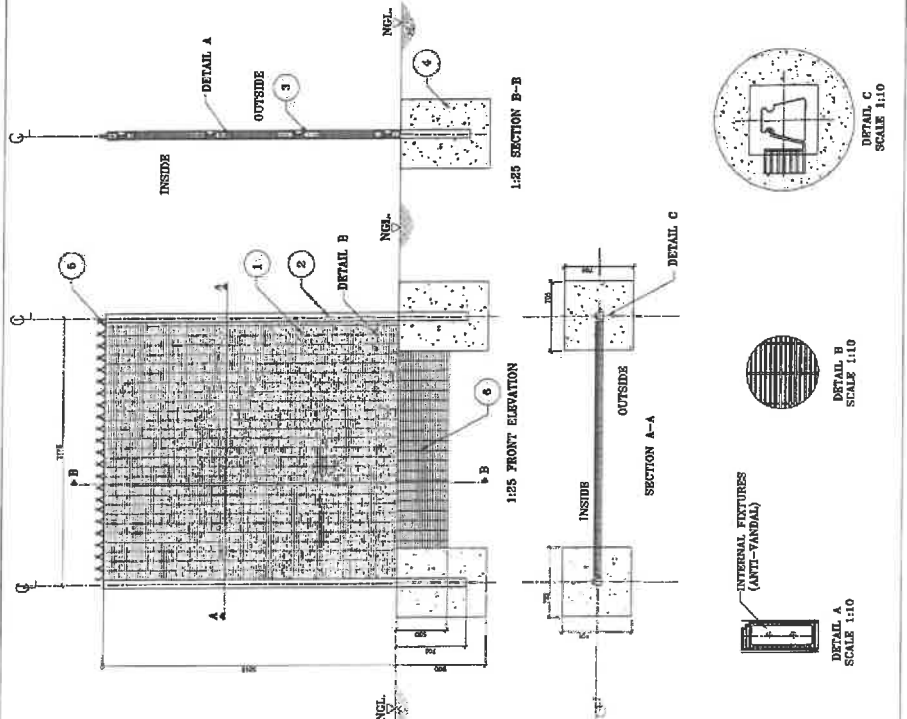
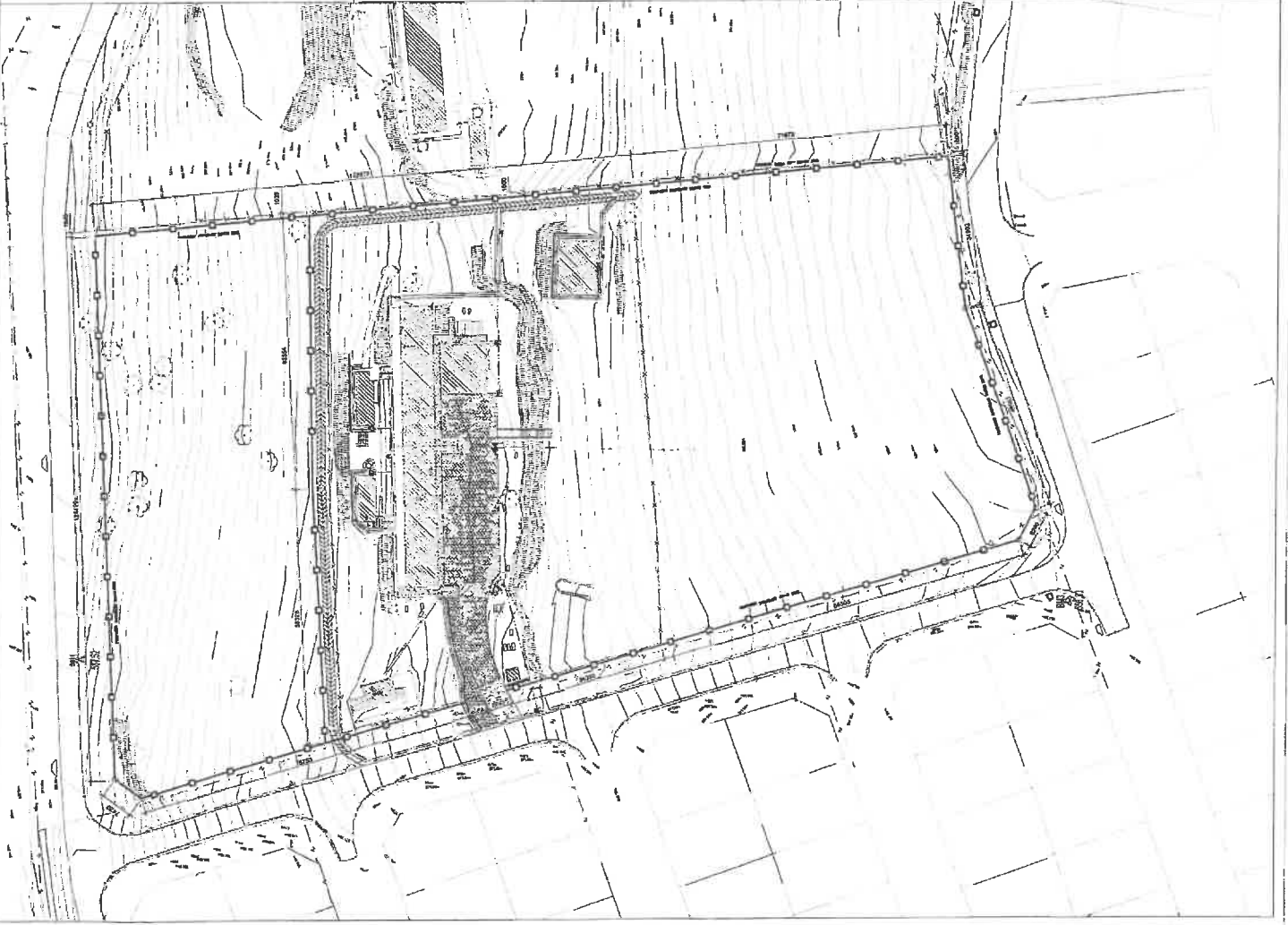
The Contractor shall comply with:

- Occupational Health and Safety Act, 1993
- Construction Regulations
- Project-specific Health and Safety Specification
- King Hintsa TVET College safety requirements

## **14. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with Clause 40 of the JBCC Agreement.

# **Tender Drawings**



NO	ITEM	DESCRIPTION
1	PANEL	CLEAR LUSTRE PANELS 2075mm HIGH x 3000mm HIGH GALVANIZED WIRE WITH APERTURE SIZE (60x75mm). PANEL FORMATION: PANEL REINFORCED WITH 4 x 8mm DEEP 'Y' FORMATION HORIZONTAL RECESSED BANDS. RIBS ONLY. 2 x 75mm THICK FLANGES ALONG BEES. INTERNAL FITTINGS - ANTI VANDAL ALLOWING FOR DASH POST AND PANEL BRUSH WIRE SECURE CONNECTION. LOCKING BEES BE BUSH AND 1 x 6mm PLATE ALONG TOP AND 1 x 6mm PLATE ALONG TOE. APPROX. STRAIGHT EDGES, INTEGRATED ANGLE. COATING GALVANIZED, THEN MARINE FLUORINE BOND COATED. PATENTS AND DESIGN REGISTRATIONS APPLY.
2	POST	COG RIBBLE (SLEEVE) LOCKING POST. 45 x 125mm WITH WIRE. COG COATING GALVANIZED. THEN STRUCTURAL MARINE GRADED COATED.
3	CLAMPS	SINGLE BOLT COG CLAMP'S DOUBLE BOLT COG CLAMP'S
4	FOUNDATION	700mm x 700mm x 900mm DEEP CONCRETE FOUNDATION.
5	TOPPING	SHARPTOOTH SPRINKER
6	UNDERDIG	900mm UNDERDIG

**CLEARVU INVISIBLE WALL PANEL SPECIFICATION**

**FOR MEASUREMENT**

NO	DATE	BY	CHKD	APPD
0	15/01/2023	MM/RESEARCH/001	MM/PA/01	MM/PA/01
1	15/01/2023	MM/PA/01	MM/PA/01	MM/PA/01

KING HINTSA TVET COLLEGE

**NONXUBA CONSULTING ENGINEERING SERVICES**  
 CIVIL, STRUCTURAL & PROJECT MANAGEMENT  
 16, 15 LUMBER STREET  
 1ST FLOOR  
 4010 SANDHURST  
 SANDHURST  
 2010  
 011 835 1234  
 011 835 1234

PROJECT  
**KING HINTSA TVET COLLEGE:  
 MSOBOMVU CAMPUS  
 BUTTERWORTHE**

DESCRIPTION  
**FENCELINE LAYOUT  
 AND DETAILS**



Client	Contract No.	Drawings No.
Scale	Date	Drawn
1:250	JANUARY 2023	
Project No.	Drawn By	Rev
EL38-2025	101	A









 <p><b>higher education &amp; training</b> Department: Higher Education and Training REPUBLIC OF SOUTH AFRICA</p>	 <p><b>KH</b> KING HINSTA TVET COLLEGE</p>
<b>PROJECT FUNDER</b>	<b>PROJECT BENEFICIARY</b>

# Occupational Health and Safety Specification

Issued in terms of the Occupational Health and Safety Act, 1993  
Construction regulations 2014

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Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## 1 SCOPE

### 1.1 Project Introduction

The King Hinsta TVET College refurbishment and upgrades project involves constructing a new military standard fence, replacing gates aimed at enhancing campus security.

### 1.2 Project Information

The project has a variety of risks, which if not managed, may have a real negative impact on the project. The appointed contractor must ensure that risk control is part of the construction program and planning.

#### 1.2.1 Project Location

King Hinsta TVET Colleges Msobomvu Campus is in Butterworth with Local Municipality in the Eastern Cape Province. The Implementing Agent, King Hinsta TVET College.

#### 1.2.2 Project duration

16 weeks.

### 1.3 Scope of Application

This health and safety specification shall apply to this project as follows:

- Provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act 85 of 1993 during construction work;
- Sets a high standard in directing the way the Principal Contractor is to manage risk reduction on all health and safety aspects, specifically those where loss incident can be suffered, during construction; and
- Establishes the way the Client's Health and Safety Agent will interact with the Principal Contractor.

This specification establishes general requirements to enable the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The Principal Contractor is required to develop, implement, and maintain a site-specific health and safety plan. The Client is required to provide certain site-specific information to the Principal Contractor or a health and safety specification for the works to enable such a plan to be formulated. Accordingly, this specification on its own cannot ensure compliance with the requirements of the Act.

The Construction Regulations, 2014, requires the contractor, the client and the designers to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan and specification for the site or where construction poses a threat to the health and safety of persons.

### 1.4 Scope of Works

Herewith a summary of the works:

#### 1.4.1 Scope Development

In summary, the scope has been confirmed as per the table hereunder:

Scope Components	Description
Fencing	<ul style="list-style-type: none"> <li>• Removal of the existing fence and poles.</li> <li>• Construction of a high security reinforced fence (approximately 2000m long).</li> <li>• Construction of high security reinforced under-dig under fence.</li> </ul>
Entrance and gate	<ul style="list-style-type: none"> <li>• Minor concrete works at the entrance gate.</li> <li>• Installation of new two (2) entrance gates and gate motors.</li> <li>• Installation of one (1) pedestrian gate</li> </ul>

Roadworks and Stormwater

- Construction of new paved roadways
- Construction of concrete ramp
- Construction of concrete staircases
- Construction of stormwater. management system.

**1.4.2 Deliverables**

As a summary of the background presented above, the main deliverables of the King Hinsta TVET College Refurbishment and Upgrade are as follows:

Msobomvu Campus: Completed new military standard fence, entrance gate with minor concrete works.

**1.5 Site Establishment**

The contractor will be required to ensure:

- Provision of a site office, stores, meeting rooms, lay-down areas, employers agents offices.
- Employee ablutions, undercover eating areas, waste management and requirements according to the FR and section 8 of the contract data.
- Fenced, secure, supplied with electrical needs, water for construction and human use.
- Latrines to conform with the local authorities standard. No pit toilets are illegal. Ablutions must be clean and supplied with toilet paper, hand wash systems at all times. With the site works over a distance, this will need planning and controls.
- The permit number must be clearly displayed on the site name boards or OHS entry signage. The permit document must be on file.
- Under no circumstance may water be abstracted from the existing reservoir or pipelines.
- EMP must include control of all worker generated waste across the works and ensure that environmental aspects, protection of Fauna and Flora, minimizing of waste through recycling, reduction and strict stock controls, are implemented. Waste must be managed as per municipal requirements and strict housekeeping practices on all construction activities will be enforced across the site camp and site works areas. No fires without prior authorization from the client site agent. Plant may not be washed, repaired or allowed to contaminate any area across the works: this must be planned for and permission noted in writing.
- The contractor shall ensure that construction activities do not encroach on, interfere with, trespass, damage adjoining lands, buildings properties, road structures, pipelines (Specifically the asbestos pipe in operation during the works) or any other services: under or overhead. Care must be taken to protect existing services. Where crossings of roads or access to properties are a problem, the contractor must be providing safe suitable crossings and will be responsible for any damages and rehabilitation. Night traffic must never be impacted upon due to any arrangements made for access during the day.
- Traffic accommodation must be catered for as required.
- Flammable stores, fuel stores, HAZCHEM substance management must be arranged for as per MSDS and local authority advisories.
- Housing of staff must be arranged by the contractor

**2 DEFINITIONS**

As per the Occupational Health and Safety Act (85 of 1993) and the relevant regulations and applicable standards.

**2.1 List of Abbreviations**

CC	Compensation Commissioner
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DoL	Department of Labour
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
MSDS	Material Safety Data Sheet
SWP	Safe Work Procedure
POPIA	Protection of Information Act
ER	Ergonomic Regulations
ExR	Explosive Regulations

## 2.2 Key References

- Occupational Health and Safety Act, No. 85 of 1993 and Regulations (as amended)
- Construction Regulations 2014;
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (as amended);
- Consolidated Directions on OH&S Measures in Certain Workplaces, 2020;
- SANS Standards; and
- Codes of Practice (COPs).

## 3 INTERPRETATION

The Occupational Health and Safety Act 85 of 1993, herein after referred to as “the Act” and its associated regulations, particularly the Construction Regulations 2014, shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

### 3.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any organization that enter into formal agreements with the Client / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance on the project.

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

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified that which could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

It should be well noted that in no way does this PSHSS relieve the Contractor of any of his responsibilities set out in the Act and Regulations.

## 4 THE OCCUPATIONAL HEALTH AND SAFETY FILE

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan and the relevant construction risk assessments as stated above. Other relevant information includes but not limited to:

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan and the relevant construction risk assessments as referred to above. Other relevant information includes but not limited to:

- a) Client Site Specific specification and HIRA
- b) PC appointment letter
- c) OHS Act 37(2)
- d) PC approved OHS Plan and approval letter
- e) OHS Administrative statutory documents:
  - Valid Letter of Good Standing with the Workmen's Compensation Commissioner
  - UIF
  - SARS clearance certificates
  - Permit from DOEL in the file with project number clearly displayed at site access.
- f) OHS Policies and procedures signed by the CEO, dated with a review provision. Ensure Smoking Policy is in the file. Include Environmental Management Policy, Substance Abuse Policy, HIV Policy, POPI Act Policy
- g) Organogram with appointments, competencies and current statutory registrations.
- h) HIRA for proposed site activities and works

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- i) Safe work procedures / Methodologies/ Plans: inclusive of *but not limited to*:
  - Demolition planning for each structural area, and general Dust and Waste control processes for minor works
  - Blasting Method statement should the contractor need, decide to blast.
  - Noise reduction plan
  - Hoarding and lock out controls
  - Prevention of water ingress to works
  - Facility management and planning for safe access to the works areas.
  - FPP done by a competent person specific to works.
  - Fire prevention plan
  - Emergency Plan
  - Air monitoring plan for work in the dam tower
  - Excavation and trenching method statements that ensure only 400 m trenches in open areas are done daily and closed, and closer to towns, 150 m trenching is done. Barricade, warnings and all trench and excavation controls to be noted
- j) Induction program that must include work in water environments
- k) Training and toolbox talks. Upliftment of competency requirements as required for this works
- l) Inspection registers with appropriate policies and procedures
- m) Emergency management, contact numbers and coordinated emergency plan for the specific areas of work along the construction works route.
- n) Police clearances for all before allows access to site, and filed for verification
- o) Hazardous Chemical Management System
- p) Construction environmental management system
- q) Laws and Regulations
- r) Communications
- s) OHS Committee
- t) Sub-Contractor Management
- u) Employee medical monitoring with formal permission in writing with regard to the POPIA Act and BCE:
  - OHS Medicals fit for work: Repetitive movement, Weather exposures, Water Environments to be noted on assessment
  - Employee ID's
  - Assessment for work at heights during work that has potential of falling into, off, onto
  - Ergonomic surveys
  - Proof of UIF payments
- v) Incident Management:
  - Procedures
  - General incident management register (Monthly)
  - Annexure 1
  - COIDA forms
- u) Audits
  - Internal
  - Subbie Audits
  - CHSA Audits and Inspections

## 5 GENERAL REQUIREMENTS

### 5.1 General Risk Management

The Principal Contractor must provide a detailed risk assessment for the entire works on site. Certain construction activities, equipment, substances etc. represent significantly higher safety risks than others. The risk assessment is required to define systems and safe working procedures that will be implemented on site in an endeavour to complete the activity safely. The set of risk assessments required to be submitted to the Client must include the assessment of health risks and other health risks which may result from lack of personal hygiene, ergonomic hazards, etc.

The contractor is required to:

- Identify health and safety hazards and risks to which persons may be exposed;
- Analyse and evaluate the identified hazards and risks;
- Document a plan which will highlight safe working procedures to mitigate, reduce or control the identified risks; and
- Develop a Monitoring and Review Plan of the hazards and risks.

The client baseline risk assessment provided with this specification aims to provide the framework within which the risks must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risks which may be inherent to the project based on its current scope of works. The BRA is therefore not the replacement of the contractor's risk assessment but rather to point the contractor towards some risks he might not be aware of during tendering stage and while conducting his formal risk assessment. The baseline risk assessment, which is attached as an Annexure to this specification must be used as a guide in conducting the construction phase risk assessments.

A baseline risk assessment is to be determined by the H&S Agent, and provided as an addendum to this H&S Specification. The PC is required to determine their own project specific risk assessment as mandated by the Construction regulations, noting procedural methodologies of choice to achieve the project deliverables. The contractor is a technical specialist and was appointed for that specific knowledge base. The OHS system must be aligned, with the purpose of reducing risk at task level, whilst construction occurs.

Technical work method statements are required by the clients' agents. These are to be developed in order to ensure that particular work is conducted in a manner as safe as reasonably practicable and according to design, engineering specifications or similar technical specifications.

Safe work procedures must be developed by the PC in response to identified significant site-specific risks.

Near miss incidence must be noted, investigated and used to update the PC HIRA and works procedures.

*Anticipated high risks summary (Not limited to):*

Temporary works: Form work and scaffold use
Fires
Snakes, spider bites, dog bites (Rabies)
Noise, dust, vibration
Work in adverse weather conditions
Excavations: Note controls that are not negotiable. Deepest depth anticipated 4M
Use of tractor and trailer Plant and machinery
Ergonomic hazards
Community risk: Unrest, strikes,
Public liability: blocking access to private property or damaging existing structures
Site over large areas: Emergency and facility needs

## **6 TRAINING, AWARENESS AND COMPETENCY**

### **6.1.1 Health & Safety Training**

The Principal Contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall conduct a training needs analysis to ascertain what health and safety training and re-training is required. No employees shall be allowed on site unless there is proof of induction training and some form of identification.

### **6.1.2 Induction**

The contractor shall conduct a site-specific health & safety induction for all the employees, contractors and visitors to the site.

Copies of the attendance registers signed by the attendees as acknowledgement of attendance are to be kept on site in the health & safety file for verification during inspections and Client Audits.

### **6.1.3 Awareness**

The Principal Contractor shall conduct on-site periodic toolbox talks, preferably weekly or before commencing a hazardous work (activity). The talks shall cover the relevant activity and an attendance register and the contents of the topics discussed must be kept on site in the health & safety file.

Safety notices and symbolic signs, including health and safety awareness posters must be displayed at the site entrance and at strategic positions on the site to create health and safety awareness.

**6.1.4 Competency**

The Principal Contractor shall send relevant persons to appropriate courses as required by the Act, relevant Regulations, and applicable safety standards. The type of training to be conducted will be determined after conducting a Hazard Identification and Risk Assessment (HIRA). Copies of training certificates must be kept on site in the health & safety file.

The training to be conducted is, but not limited to:

- Health & Safety Representative Course;
- First Aid Training;
- Fall Protection Planner (SAQA US 229994);
- Working at Heights (SAQA US 229998);
- Scaffolding Erectors and Inspectors, designers;
- Incident investigation; and
- Hazard Identification & Risk Assessment Course.

**6.2 Specified Hazardous Chemical Substances**

The PC is to supply the products required as per the bill of quantities-, materials data sheets (MSDSs) for each of the product envisaged to be utilized on site. The South African MSDS to be provided.

Multiple chemical substances will be in use: Index and ensure relevant controls are in place and that the site F.A is aware of requirements.

**6.3 Blasting**

Should the PC decide to blast it is critical that a competent contractor does the work, and that all the required documents, planning, blast zone controls, rock fly zones, access controls, traffic planning, warning signals and so on is presented 2 weeks prior to blasting dates for assessment and approval. The community must be fully informed and all employees educated on the associated risks. A HIRA must guide the controls required.

**7 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

**7.1 Notification via Permit of Construction Work**

The Client or appointed CHSA to submit a permit application to the Department of Labour as per CR 3, ensuring compliance with CR 5 and 6.

DOL acknowledgement letter shall be kept on file and the Permit number must be displayed clearly at the site entrance/ site camp.

This must take place before any work commences and post SHE Plan and implementing file approval; the contractor is to ensure this specification guides the documentation presented for approval. The required competency standards must be presented and be evidence based. This process must not be delayed by the appointed contractor who is aware of the requirements at tender phase.

It should be noted that **in no way** does this PSHSS relieve the Contractor of any of his responsibilities set out in the Act and Regulations.

**7.2 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Acting CEO (OHSA 16.2/ 8.1).

Knowledge and training in H&S are required, and certificates indicating H&S training as well as experience to be included in CVs. The designated Construction Manager (CR 8.1) is empowered to appoint personnel on the site as part of his / her duty to ensure health and safety compliance. The 8.1 must sign off on (Not limited to:)

- FPP
- Temporary works designs
- Method Statements
- CHSA Audits

The signature to the above documents indicates that the responsible person, the 8.1, approves and is informed with the content of the information given.

All other legal appointments are to be made with relevance to the type of work to be performed, all appointees are specific to this site and this contract. Each appointed person must understand their role and legal liability in accepting the appointment.

**7.3 Construction Manager (CR 8.1) and for in his absence, the CR. 8.1. alternate is accountable. This is a specific legal appointment under Sec 8.**

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The Principal Contractor must in writing appoint one full time competent person as the construction manager with the duty of managing all the construction work on this single site, including the duty of ensuring occupational health and safety compliance. In the absence of the designated Construction Manager, an alternate must be appointed and the appointed shall have training and/or experience in the area of responsibility.

**7.4 Assistant Construction Managers (8.2)**

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The Principal Contractor must, after considering the size of the project, in writing appoint one or more assistant manager for different sections of the works; these appointments do not relieve the 8.1 of any personal accountabilities for failure in managerial duties.

**7.5 Construction Work Supervisor (CR 8.7)**

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The Construction Manager must in writing appoint construction work supervisor/s responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

**7.6 Construction Health and Safety Officer (CR 8.5)**

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The Principal Contractor must appoint a suitably competent Construction Health & Safety Officer (CHSO) to co-ordinate his or her organization's health & safety efforts on the site.

The CV for the proposed CHSO must be submitted to the Client appointed CHSA for approval. The appointed CHSO must be full time and readily available on site during working hours. The CHSO must conduct monthly internal audits and random site safety and equipment checks, including overall compliance with the site-specific construction health and safety plan and procedures, and compile a monthly CHSO report to be tabled at each site progress meeting.

The minimum qualification for the CHSO must be a matric certificate, SAMTRAC qualification with at least two years and more experience on civil engineering and/or building projects.

The CHSO that the Principal Contractor intends to appoint must be registered as a CHSO with the SACPCMP and shall provide a valid registration certificate with the Council.

**7.7 Construction Supervisor Assistants**

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A contractor must consider the size of the project, appoint in writing one or more competent employees to provide full time supervision for a specified area of the works, thus does not absolve the 8.7 form personal accountability in assuring adequate supervision is given for construction works.

**7.8 Health & Safety Representative / H&S Committee Member (OHS Act 17 & 19)**

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Irrespective of the number of employees employed on the site, the PC and contractors must each appoint a full-time health and safety representative, who at least has completed the necessary health and safety representative course. The election or appointment of health & safety representatives must be in writing.

Regular inspections are to be carried out by health & safety representatives; records must be kept on site in the health & safety file. Deviations must be rectified by the responsible person immediately.

The H&S representative will liaise and report to the health and safety officer.

In cases where there are more than two health & safety representatives elected, a health & safety committee must be established. Health and safety committee meetings must be held at least monthly to discuss relevant health & safety topics.

**7.9 First Aider / First Aid Attendant**

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The Principal Contractor must appoint at least two Level 2 First Aid Attendant for the project and where practicable, one First Aid Attendant for each work team or section of the works. The appointed First Aid Attendants must be suitably qualified and have valid training certificates.

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The Principal Contractor together with the responsible First Aid Attendant must ensure that the first aid boxes(s) are fully stocked.

The contractor is to note that work may occur over a wide spread area and for this multiple FA may be required: also note the risk and ensure adequate FA box provisioning.

**7.10 Risk Assessor**

The Principal Contractor is required to appoint a competent risk assessor and must understand the process of identifying hazards and assessing risks emanating from the identified hazards.

This appointed person can be an already designated health & safety officer because the task of assessing risks is an ongoing process and therefore risk review process must be done regularly.

This will also mean that that person will be responsible to put together a risk profile, rate the risks, and ensure that there are appropriate corrective action plans.

Further to that, there must be a direct link to the personal protective equipment / clothing and training to be conducted throughout the contract.

**7.11 Other Appointments are stated below but not limited to:**

- Drivers / Operators of Construction Vehicles and Plant;
- Electrical Installation & Equipment Inspector;
- Excavations Supervisor;
- Emergency / Security / Fire Co-Ordinator;
- Fire Equipment Inspector;
- Temporary Works Supervisor and Inspector;
- Scaffolding Erector/s and Inspector;
- Fall Protection Planner
- Stacking and Storage Supervisor;
- Hand Tools Inspector;
- Ladder Inspector;
- All other relevant Appointments for the Project;
- Blaster; and
- CLO.

The Principal Contractor shall, when appointing Contractors, shall do so in terms of the Construction Regulations 2014, and in terms of the requirements of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 (As amended).

The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment / designation is valid. This information shall be communicated and agreed with the appointees as well as all the mandataries.

The Principal Contractor must provide a project specific health and safety organogram of all appointed / designated personnel and a list of contractors appointed on the project and shall always keep an up-to-date copy of each on site. The site organogram and list of contractors shall also be displayed on the site notice board.

The Principal Contractor is to ensure that each Contractor's H&S documentation is evaluated and approved in accordance with the Occupational Health and Safety Act 85 of 1993 (As amended) and CR 7. A copy of the Contractor's H&S Plan Approval is to be sent through to the appointed H&S Agent.

The Principal Contractor must ensure that an audit is conducted on each Contractor on a monthly basis before the arranged site progress meeting. This audit is to be conducted by the Principal Contractor's appointed CHSO and a report is to be given on each Contractors H&S performance for the past month.

Herewith a site register:

Contractor & Contact details	COIDA date	SHE Plan Approved	Appointment Date/duration.	37.2	Scope	Audit score	Non compliance	Date

## **8 GENERAL RISK MANAGEMENT**

### **8.1 Health Risks and Medical Surveillance**

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. The PC is to ensure and supervise safe use of products / chemicals, and their inclusion into risk assessments.

All employees on the site, including contractors, must be in possession of valid medical certificates of fitness to work, issued by an Occupational Health Medical Practitioner in the form of Annexure 3. These medical certificates shall be in the categories of pre-employment, annual and exit medical evaluation.

Additional monitoring in house must be done for work at heights.

Where air monitoring in the dam tower indicates risk: the employees must be monitored.

New legislation may impact on monitoring needs.

General hygiene and wellness, inclusive of mental health impacts should form part of the project training programs.

### **8.2 Emergency Procedures**

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with the service providers prior to the commencement of the project.

Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management. The distances between works site, the works environments must be noted in the emergency risk analysis and response planning:

Potential emergencies (Not limited to:)

- Employee incidence, injuries, falls
- Community unrest
- Fire
- Snake, spider and dog bites (Rabies is currently a huge concern)
- Flood
- Drowning
- Collapse of structures
- Water borne disease spread or illness due to weather exposures: heat

### **8.3 Security and Access Control**

The Principal Contractor shall establish site access rules, implement, and maintain these throughout the construction period.

Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person.

### **8.4 Fires and Emergency Management**

Attention to emergency planning and procedures is very important. Requirement in terms of identified risks:

- Fire;
- Public Safety;
- Working near water;
- Falls from heights;
- Electricity;
- Riots; and
- Vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

**8.5 Incident Management and Compensation Claims**

All incidents and accidents are to be investigated using a form similar to Annexure 1 hereto attached. All serious incidents requiring medical attention or involving any form of disabling or lost time injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

**8.6 Personal Protective Equipment (PPE) and Clothing**

The PC is to provide PPE to all employees free of charge, based on the risk assessments and the type of work to be performed.

The wearing of the identified SANS approved PPE at all times is non-negotiable.

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility, and shows for whom employee works;
- Eye protection (if required);
- Hearing protection: Muffs and earplugs, noting that ear plugs only reduce news by 5dB;
- Reflective jackets (No bibs);
- Respiratory Protection (minimum of FFP2) for activities where a more effective mask other than a cloth mask is required;
- Safety Harnesses with Big Hooks; and
- Any other necessary PPE identified from MSDS's and/or risk assessments.

**8.7 Occupational Health and Safety Signage**

As mentioned earlier on this document, on-site H&S awareness signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site layout drawing indicating where fixed/temporary signage is required.

The signage to be displayed shall be in respect of the following:

- No Un-authorized entry – Report to Site Office;
- Permit number on Project boards;
- Rules / Notices (i.e., Symptoms; Wearing of Masks; Personal Hygiene; Social Distancing; Isolation Area / Room, etc.);
- 'Hard hat area' or other PPE requirements;
- First aid box positions (including vehicles);
- Fire extinguishers;
- Assembly Area;
- Scaffold Signage;
- Deep Excavations;
- Blasting control signage; and
- Traffic safety signs as applicable to the works risks.

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

**8.8 Induction of Employees and Visitors, General H&S Training**

A simple, formal induction program is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client) to the site.

DSTI training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done.

**9 COMMUNICATION ON SITE**

All OH&S communication during the project between the CHS Agent and the PC will be done in writing, including the issues and responses to non-conformances and H&S audit results.

## 10 CARE OF WORKERS ON SITE (WELFARE)

The provision of toilets at reasonable distances within the work areas is required in terms of the National Building Regulations and Construction Regulation 30. Clean drinking water is to be available to all employees at all times. Hand washing stations and / or 70% alcohol-based hand sanitizer must be provided. Hand washing soap must also be provided. Also note set out under Scope.

At any one time, no employee's belongings are to be found on the active construction area, the Principal Contractor is to ensure that adequate storage facilities are available for employee's belongings.

At least one toilet for each sex and for every 30 workers and must be maintained in a hygienic manner and disinfected regularly.

Sheltered eating area to be provided for the workers on site.

## 11 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person shall be allowed to work or access the site if under the influence of alcohol or other substances that could impact on their own or others safety. Random alcohol testing shall be conducted on site. Fires must be prevented at all cost.

## 12 WORKING AT HEIGHTS

A practical site-specific fall protection plan as per the requirements of CR 10 needs to be compiled by a competent person as per unit standard 229994. The Fall Protection Plan must be submitted to the client appointed CHSA for evaluation and approval.

It is envisaged that scaffolding as well as ladders may be utilized to gain access to heights during construction work.

Scaffold erector/s and the scaffold inspector with relevant competencies must be appointed in writing for the purpose of erecting and inspecting scaffolding on the site. A scaffold supervisor must also be appointed to supervise all scaffolding operations on site.

All employees who will be required to work at heights must be declared medically fit to work at heights by an occupational health medical practitioner and the medical certificates must be made available prior to work at heights. All employees working at height shall be in possession of working at heights certificates in line with US 229998.

When working at heights, the effects of wind forces must be considered, and the work must be stopped where significant wind forces are experienced.

## 13 EXCAVATIONS

The Principal Contractor is to provide a method statement for excavations, and this will be approved by the H&S Agent and the Engineer/Architect.

The Principal Contractor must ensure that all excavations are safe to enter prior to any work commencing.

Area being worked at needs to be properly barricaded or fenced off. Barricading must be done in such a manner that prevents people and animals from falling into open excavations.

All deep excavations deeper than 1m must be sloped or shored to make the work environment for employees safe to work in.

All excavations deeper than 2m must be shored, and shoring must be signed off by the Construction Manager before any work can take place in such excavations.

All excavations on site where employees are performing work, must have a ladder for safe access and egress. The ladder must be long enough to protrude 900mm above the edge of an excavation and must be positioned at every 6m within the excavation length.

Excavations should preferably not be opened beyond what can be worked in daily. The Contract data state clearly: Maximum length of a trench is 400m and closer to communities 150m. This makes the

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risks manageable. No trenching is allowed within 2 of existing infra structure telemetry, electrical poles or stays: unless instructed and noted on a drawing.

**Danger tape or candy tape is not permitted to be used on site as a means of barricading!**

Suitable material such as hard-plastic mesh (long durability) adequately supported and being able to withstand a normal person's weight and the elements (wind, rain) must be utilized as barricading.

**All open excavations shall be kept clean (dewatered) of stagnating water.**

#### **14 TEMPORARY WORKS**

The Principal Contractor must appoint a competent person as a Temporary Works Designer to design, inspect and approve the erected temporary works on site before use. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and CHS Agent. Records of temporary works inspections and approvals are to be properly completed by the relevant competent persons and kept in the H&S file.

All temporary works must comply with the requirements of Regulations 6 and 12 of the Construction Regulations 2014. Workers who shall be required to erect, move, or dismantle temporary works structures must be provided with adequate training and instruction to perform those operations safely. If temporary works are to be erected by a Contractor, this must be notified to the Architect / Engineer / CHS Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

#### **15 CRANES AND LIFTING OPERATIONS**

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Valid load test certificates for cranes and lifting tackle must be made available before use on site.

Method statements, risk assessments, safe work procedures and training records are to be available prior to work commencing. A procedure for managing loads and lifting operations on the site must be made available as an addendum to the Construction H&S Plan.

#### **16 ELECTRICAL AND MECHANICAL INSTALLATIONS**

All electrical and mechanical installations must comply with the requirements of the Health and Safety Act, the Construction Regulation 2014, other relevant regulations and applicable safety standards and industry best practice. This type of work may be done by specialist contractors, in which case, the requirements of Regulation 7 of the Construction Regulations 2014 must be complied with in respect of appointing such contractors. Relevant safe work procedures and technical method statements must be submitted for approval by the PC. Proof of pneumatic and silencing of noise on tools must be provided.

The work must be conducted by appropriately registered contractors and on completion of such installations, certificates of compliance issued by competent persons will be required.

#### **17 DELIVERY OF MATERIALS TO SITE**

The PC must reasonably manage all deliveries of material to site. Stacking and storage of materials to be properly coordinated by a person designated for that purpose.

PC to ensure all construction materials and articles are safely stacked in areas designated for that purpose and demarcated accordingly as material laydown areas.

#### **18 NUCLEAR DENSITY GAGE**

The correct appointments, proof of department of Health appointees, storage, method statements and controls must be available for Audit.

#### **19 CONTRACTOR MANAGEMENT**

The Principal Contractor shall remain responsible for all the contractors appointed by him or her, including nominated and selected contractors and shall ensure that they also comply with requirements of this specification and legislated requirements.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

All contractors shall be appointed in terms of the requirements of Regulation 7 of the Construction Regulations 2014 and shall enter into a written agreement with the Principal Contractor as stipulated in Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

Contractors must be appointed in writing by the Principal Contractor and they must submit health and safety plans which shall be evaluated and approved in writing by the Principal Contractor.

Each Contractor must be registered and in good standing with a licensed Compensation Insurer or Compensation Commissioner and a valid letter of good standing must be submitted to the PC.

The PC must audit all the contractors at least monthly and follow up on non-compliances and ensure such are attended to within reasonable time periods as agreed between the Principal Contractor and each Contractor. Audit reports to be made available for verification.

## 20 NON-CONFORMANCES

The Principal Contractor may be penalized for critical and / or repeat non-conformances with the requirements of this specification, the Principal Contractor's health and safety plan and current health and safety legislation. Penalties shall be in the form of monetary value or work stoppage or both. Penalties of monetary value shall be at the discretion of the CHSA, after consultation with the Client / Consulting Engineer or Architect, ranging between R100.00 to R5000.00 per count, depending on the nature and seriousness of the offence in question.

Refer to **Annexure E** for further details pertaining to the penalties applicable.

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with this specification, the PC's H&S Plan or any legislative requirements; the PC shall have no claim for extension of time or any other compensation.

## 21 PROJECT CLOSE OUT REQUIREMENTS

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. On completion of the project, a consolidated health and safety file consisting of the following documents but not limited to, shall be submitted to the client appointed CHSA:

- The H&S Plan and the approval by Client;
- PC Appointment Letter;
- Mandatory Agreement with Client;
- Notification of Construction work and Confirmation letter from DOL.
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and Injury Management (Accident Stats and Investigations);
- Medical surveillance records;
- Registers and Checklist;
- Internal H&S Audit Reports;
- Contractor H&S Audit Reports;
- Non-Conformance Reports; and
- Any other documents which may be required by the appointed CHSA.

The file must be submitted in an electronic copy stored on a flash drive and must be arranged chronologically in folders and subfolders where necessary.

**22 ANNEXURE A: INCIDENT RECORDING**

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT NO 85 OF 1993)**

**REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS**

**RECORDING AND INVESTIGATION OF INCIDENTS**

**A. RECORDING OF INCIDENT**

1. Name of employer .....
2. Name of affected person.....
3. Identity number of affected person.....
4. Date of incident .....
5. Time of incident.....

6. Part of body affected

Head or Neck	Eye	Trunk	Finger	Hand
Arm	Foot	Leg	Internal	Multiple

7. Effect on person

Sprains or strains	Contusion or wounds	Fractures	Burns	Amputation
Electric shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Disease

8. Expected period of disablement

0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed
-----------	-----------	-------------	--------------	------------------------------------	--------

9. Description of occupational disease.....

10. Machine/process involved/type of work performed/exposure\*\*.....

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

12. Was the incident reported to the police?\*

Yes	No
-----	----

13. SAPS office and reference .....

\*to be completed in case of a fatal incident.\*\* in case of a hazardous chemical substance, indicate substance exposed to

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO**

1. Name of investigator .....

2. Date of investigation .....

3. Designation of Investigator .....

4. Short description of incident  
.....  
.....  
.....

5. Suspected cause of incident  
.....  
.....  
.....

6. Recommended steps to prevent a recurrence  
.....  
.....  
.....  
.....

.....  
Signature of Investigator

.....  
Date

---

**C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT**

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

.....  
Signature of employer

.....  
Date

---

**D. REMARKS BY HEALTH AND SAFETY COMMITTEE**

Remarks  
.....  
.....  
.....  
.....

.....  
Signature of Chairperson of Health and Safety Committee

.....  
Date

**23 ANNEXURE B: MANDATORY DOCUMENTS**

**OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993)  
CONSTRUCTION REGULATIONS 2014**

**AGREEMENT WITH MANDATORY**

**In terms of Section 37(1) and (2)**

**WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

---

**AND**

---

*Agreement with Mandatory to be completed in black ink and each page  
and any change made to be initialled*

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993  
AND CONSTRUCTION REGULATIONS 2014  
REQUIREMENTS:**

1. Your attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. You are required to:
  - 2.1. Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
  - 2.2. Ensure that all your employees receive the necessary Induction Training and have proof thereof.  
Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
  - 2.3. Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 28.
  - 2.4. Provide the Client/Principal Contractor with your SHE Plan and Specifications
  - 2.5. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
  - 2.6. Provide the Client/Principal Contractor with written appointment of the person who is going to supervise the Construction Work per Construction Reg. 8
  - 2.7. Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).  
Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
  - 2.8. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
  - 2.9. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)  
Note: If you have difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
  - 2.10. When working with Hazardous Chemical Substances, comply with HCS Reg. 3  
Note: Asbestos and Lead Regulations are separate.
  - 2.11. When using a Materials Hoist, comply with the requirements of Construction Reg. 19.
  - 2.12. When using Lifting Machines and Lifting Tackle, comply with DMR 19  
Note: You may be required to appoint a Banksman to control Lifting/Slinging operations
  - 2.13. When erecting/using Scaffolding comply with the requirements of SANS/0085 "Access Scaffolding"
  - 2.14. When doing Demolition Work, comply with Construction Reg. 14
  - 2.15. When doing blasting to comply with Explosives Regulations Chapter 10
  - 2.16. When doing Excavation Work, comply with Construction Reg. 13
  - 2.17. When doing Electrical Installations, comply with the requirements of Construction Reg. 24  
Note: Electrician to provide copy of registration as per Elect. Install. Reg. 9(3)
  - 2.18. When using Construction Vehicles, comply with Construction Reg. 23
  - 2.19. When using/erecting Support/Form Work, comply with Construction Reg. 12
  - 2.20. When working over or in close proximity to Water, comply with Construction Reg. 26
  - 2.21. Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Reg. 27 and 28
  - 2.22. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Reg. 29
  - 2.23. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 8
  - 2.24. When using Explosive Powered Tools, comply with GSR 19
  - 2.25. When Welding, Flame Cutting/Soldering, comply with GSR 9
  - 2.26. When working in Confined Spaces, comply with GSR 5
3. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements a copy of the OHS Act of 1993 and the Construction Regulations ;2003 will be available for perusal in the Principal Contractor's site office.
4. You are required to comply with General Safety Regulations 2(1) to (7) and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act)
6. Compensation for Occupational Injuries and Diseases Act (No 130 of 1993) You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Principal Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**AGREEMENT WITH MANDATARY  
IN TERMS OF SECTION 37(1) AND (2)**

**DEFINITION OF MANDATARY**

- includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

**SECTION 37(1)**

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is provided that –

- (a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

**SECTION 37(2)**

The provisions of subsection (1) shall mutates mutandis apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of this Act.

**ACCEPTANCE BY MANDATARY**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993

I, \_\_\_\_\_ acting for and on behalf of

**(Company/Close Corporation/Enterprise/  
Owner/User)** undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Contractor:**

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

Mandatary-Workmen's Compensation/Federated Employers Mutual No: \_\_\_\_\_

Signature: \_\_\_\_\_

**Client:**

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

Contractor \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993  
CONSTRUCTION REGULATIONS 2014**

**PRINCIPAL CONTRACTOR APPOINTMENT**

**CONSTRUCTION REGULATION 5**

5(1): A Client shall be responsible for the following:

- k) to appoint every principal contractor in writing for the project or part thereof on the construction site

**APPOINTMENT**

Principal Contractor, \_\_\_\_\_ (name)

of: \_\_\_\_\_ (Company/Close Corporation/Enterprise/Owner/and Labour Only Contractor) is hereby appointed to perform construction work

at: Kirkwood BWSS for Sundays River Valley Local Municipality

Job/Safety specifications:

You are reminded that:

1. your documented Health and Safety plan based on the Clients Health and Safety Specifications, is provided to the Client before commencing work on site
2. the Client will discuss/negotiate with you regarding the contents of the Health and Safety Plan to approve it for implementation
3. a Health and Safety File, which shall include all documentation required in terms of the provisions of the Act and Regulations are kept available on site for inspection (Risk Assessments and Fall Protection Plan)
4. should you appoint a Contractor to perform or assist you with Construction Work, the responsibilities as required by the Construction Regulations shall apply to you as if you were the Client
5. you are to promptly provide the Client with any information which might affect the Health and Safety of any person at work carrying out Construction Work or any person who might be affected by the work of such a person at work or which might justify a review of the Health and Safety Plan
6. as per Regulation 5(1)(o) audits of your Health and Safety Plan will be undertaken on at least a monthly basis.
7. all your Employees must undergo Safety Induction before starting work

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Client)

Designation: \_\_\_\_\_

**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_ accept and understand the requirements of this appointment

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal Contractor)

Designation: \_\_\_\_\_

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



**25 ANNEXURE D: NON-CONFORMANCES AND PENALTIES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or noncompliance with the Clients specifications or PCs H&S Plan; neither the Principal Subcontractor nor any other Subcontractor shall have a claim for extension of time or any other compensation.

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

<b>Minor: Fine: R100/count</b>	<b>Medium: Fine: R500/count and a non-conformance</b>	<b>Severe Fine: R5000/count, a non-conformance and/or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Subcontractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Subcontractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Noncompliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off/ not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	Item not attended to as identified in the audit report – second transgression
	Item not attended to as identified in audit report – first transgression	

Failure or refusal on the part of the subcontractor to take the necessary steps to ensure the safety of workers and other person involved in accordance with these specifications, the OHS Act and the regulations shall be sufficient cause to apply the above penalties.

**26 ANNEXURE E: BASELINE RISK ASSESSMENT**

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**26.1 MATRIX**

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**26.2 BASELINE RISK ASSESSMENT**

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# Baseline Risk Assessment Matrix

Risk Prioritisation Number / Risk Rating = Severity x Likelihood

Severity Table

Pt	Severity level	Workplace Safety	Workplace Health	Loss / Damage	Downtime Incurred
5	Critical	Fatality, single or multiple	Acute Poisoning, Failure of Major Bodily Functions	More Than R10 million damages	More than 1 year for full re-instatement
		Permanent Body Injury or Loss of Use for more than 30 days	Infection with No Known Cure		
4	Very Serious	Injury requiring 30 days of hospitalisation and/or medical leave	Moderate exposure, Reversible injury to Bodily Functions on prolong recovery	More Than R1 million damages	More than 3 months for full re-instatement
		Temporary Body Injury or Loss of Use for more than 10 days but not exceeding 30 days	Infection with Known Cure but extensive treatment		
3	Serious	Injury requiring 10 days of hospitalisation and/or medical leave	Mild exposure, Reversible injury to Bodily Functions with less than 30 days recovery	More Than R100k damages	More than 1 month for full re-instatement
		Temporary Body Injury or Loss of Use for up to 10 days	Infection with Known Cure but extensive treatment		
2	Marginal	Injury requiring maximum of 3 days of medical leave only	Very Mild exposure, Reversible injury to Bodily Functions with less than 3 days recovery	More Than R10k damages	More than 5 days for full re-instatement
		Temporary Body Injury or Loss of Use for 3 days or less	Infection with Known Cure but treatment needed		
1	Negligible	First aid treatment only	Very Mild exposure, Reversible injury to Bodily Functions with less than 3 days recovery	Less than R5k damages	No significant downtime
		No or superficial injury	No Exposure		

Likelihood Table





Pt	Likelihood level	Likelihood of Occurrence / Exposure Criteria
5	Frequent	Likely to occur many times per year
4	Moderate	Likely to occur once per year
3	Occasional	Might occur once in three years
2	Remote	Might occur once in five years
1	Unlikely	Might occur once in ten years

**Risk level Determination - 5 x 5 Matrix**

		SEVERITY				
		Critical (5)	Very Serious (4)	Serious (3)	Marginal (2)	Negligible (1)
LIKELIHOOD	Frequent (5)	25 Operation not permissible	20 Operation not permissible	15 High priority	10 Review at appropriate time	5 Risk acceptable
	Moderate (4)	20 Operation not permissible	16 Operation not permissible	12 High priority	8 Review at appropriate time	4 Risk acceptable
	Occasional (3)	15 High priority	12 High priority	9 Review at appropriate time	6 Risk acceptable	3 Risk acceptable
	Remote (2)	10 Review at appropriate time	8 Review at appropriate time	6 Risk acceptable	4 Risk acceptable	2 Risk acceptable
	Unlikely (1)	5 Risk acceptable	4 Risk acceptable	3 Risk acceptable	2 Risk acceptable	1 Risk acceptable

Review the risk assessment records every year or whenever there are changes in processes, work activities or upon any incident occurrence, whichever is earlier.

**Action Table**

Colour	Score	Risks	Action
	16 - 25	High	<b>Manage risk</b> Stop operation & review controls. If necessary abort experimentation.
	12 - 15	Warning	<b>High priority remedial action</b> Proceed with extreme caution with supervision at all times. Implement additional (secondary) controls immediately. Review within 7 days. Emergency control measures shall be in place.
	8 - 10	Medium	<b>Take remedial action at appropriate time</b> Proceed with care. Additional control is advised. Review shall be implemented within 30 days.
	1 - 6	Warning	<b>Risk acceptable: Residual risk</b> If possible, risk reduction should be further considered, particularly severity. There are no imminent dangers. Frequent review shall be in place especially changes in procedures, materials or environment.



Hazard & Risk Identification				Raw Risk Evaluation				Risk Control Measures & Residual Risk Rating				
1a	1b	1c	1d	2a	2b	2c	3a	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
6	Availability of basic facilities and emergency services / equipment. CR. 29, 30.	Not having the essential services readily available. Not having a plan. Not co-ordinating plan with COLLEGE, not communicating plan, not doing exercises. Lack of competency. Lack of privacy. Lack of hygiene controls	Worsening of first aid injuries. Detrimental health to employees. Spread of fires, disease and increased incident risk. Loss of reputation, life, moneys, contract.	4	3	12	Plan, Provide and implement. Practice. Ensure that exercises are done to check that a plan is relevant and review emergency risk daily in DST's. Ensure accommodation of guards working in the direct construction works areas: Barricade and enclose construction works areas where possible and ensure employees are identifiable to the PC employing them. No wandering around on COLLEGE grounds.	3	2	6	Principal Contractor	Monitor.
7	Public safety DHSA B.	Lack of safety hoarding and works controls. Lack of managing deliveries. Lack of access control.	Injuries to persons and /or the public. Public liability / court claims.	4	4	16	Induction of workers and visitors. Symbolic safety signs and notices. Overalls reflector strips and PC marked. Work scheduling and traffic routes planned and controlled. Identity of company employees work for on overalls.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times. HIRA reviewed and updated.
8	Designation of laydown areas	Traveling risks, inadequate space various materials will be stacked on top of each other causing unstable stacks. Lack of cleaning of material and equipment, poor maintenance and control of areas. Lack of proper laydown and batching areas.	Unstable stacks of materials may fall onto persons resulting in serious injuries / even fatality. Theft and stock losses.	5	4	20	Plan for traffic routes to sites. Transport workers safely. Follow Traffic laws. Laydown areas to be sufficient in size and controlled. Hoarded. Timber poles and/or other suitable base material to be available to stack materials on. Laydown areas to be of firm level ground. Liaise with Client and plan. Do not allow rubble, deliveries to crowd access or build up.	5	1	5	Principal Contractor	Monitor.
9	Condition of ablution facilities.	Illegal facilities: pit latrines, Lack of facilities. Unclean and unhygienic ablution facilities. Non-ventilated ablution facilities. Mosquitoes and odour Not tied down and secured. Not placed on solid ground..	Possible health problems due to propagation of germs. Hep A & C. Injuries. Loss of time, reputation and monies.	4	3	12	Toilets are to be well ventilated and kept clean and hygienic at all times. Water for washing of hands to be readily available. PC to discuss porta loo from registered supplier or building ablutions and connecting into structural sewer as arranged with PA	3	2	6	Principal Contractor	Monitor.
10	Poor waste management	Poor waste management on site. Poor housekeeping. Build and domestics waste build up. Rats and stray animals.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Good housekeeping and waste disposal always in work areas and laydown areas. PC will have to ensure that rubble is correctly timorously disposed off. Domestic waste to be removed daily.	2	2	4	Principal Contractor	Require a waste disposal Method statement.
11	Selection of workers / staff for site	Employees medically unfit and incorrectly placed for job categories. Vulnerable employees. Fear of reporting illness and incidents, Language barriers, ill health. Incompetent staff appointed on project. Lack of police clearance certificates	Accidents resulting in injuries and/or damage to property. Loss of contract. Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Educate and respect. All employees to have medicals done before commencing work on site. Employment of local labour to be done in accordance to issued specification relating to the matter. Ensure communication without victimization. Employees to complete one project at a time.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
				5	4	20	Skilled staff to have proof of competencies available. Appointed contractor to ensure all qualifications of staff are verified before appointment for project.	3	2	6	Principal Contractor	Do Training on work scope before work commences. Build competency.
			Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific. Every one coming into the site for the first time must be inducted (Visitors). Staff to have COVIDA, Contracts and Offensive training needs analysis is done and improve relevant competencies. POPIA.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.

Hazard & Risk Identification			Raw Risk Evaluation				Risk Control Measures & Residual Risk Rating				
1a	1b	1c	2a	2b	2c	3a	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
*RPN - Risk Prioritization Number											
<b>WORK SPECIFIC RISK ASSESSMENT</b>											
1	Use of hand tools	Sub-standard and unsafe hand tools; Incorrect use. Lack of hygiene, lack of maintenance, lack of training, lack of PPE suited to the task; provision and implementation.	3	5	15	Injuries. Loss of time, finance, reputation.	2	3	6	Principal Contractor	Monitor.
2	Use of portable power tools and generators, compactors.	Sub-standard electrical power tools and incorrect use thereof. Lack of hygiene. Tripping client operations. Using broken extension cords, pulling at cords over water and sharp objects. Lack of machine guarding.	4	5	20	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	3	3	9	Principal Contractor	Monitor.
3	Loading and Off-loading	Unsafe offloading of material and unsafe material stacks; Heavy objects and manual handling; Storage of persons for task; Vehicle accidents, throwing bricks. Lack of external inspections on lifting equipment. Impeding COLLEGE traffic flow.	4	4	16	Injury and loss of finance, reputation and contract.	3	3	9	Principal Contractor	Site layout plans should be used check delivery impacts.
4	Stacking and storage	Improper stacking and storage,	4	4	16	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	3	2	6	Principal Contractor	Monitor. Do DSTI's
5	Lifting operations: Off loading from trucks for materials: Bricks, Cement, fencing, gates.	Falling of suspended loads due to equipment failure causing serious injuries / fatalities, property damage, production loss. Manage and maintain hygiene off equipment used by multiple people	5	4	20	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	3	3	9	Principal Contractor	Monitor and Plan.
6	Excavation Work Cr.13 GSR 7. Minor excavations by hand anticipated for fencing poles, and gate posts as required. Note that plant HIRA addresses risk that a TLB may have to level access areas.	Use of heavy equipment on site to excavate; Incompetent operators; Poor visibility. Underground or overhead services. Obstruction of traffic.	4	4	16	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	3	3	9	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
		Working beneath structures, near trafficked areas, Fence holes near embankments, insects, snakes	4	3	12		2	2	4	Principal Contractor	Monitor

Hazard & Risk Identification				Raw Risk Evaluation				Risk Control Measures & Residual Risk Rating				
3a	3b	3c	3d	7a	7b	7c	7d	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
		Open trenches / unprotected excavations. Soil conditions and depth and size of excavation location.		4	4	16	Open trenches and excavations must be kept to a minimum where possible; Monitoring and barricading of excavations with suitable protective material; Proper instruction and warning signage; Ensure care with services and plan accordingly.	3	3	9	Principal Contractor	Monitor.
7	Excavation Work (Cont.)	People & vehicle / plant movement in close proximity to excavations.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	All excavations deeper than 1.5m shall be adequately shored and braced if not sloped; All excavation areas to be barricaded until backfill is complete; Daily Excavation inspections to be conducted before work commences by the appointed inspector (CR13.1(a)); Checklists to be handed to safety officer for filing; Warning & prohibition signage to be installed at access to excavation. Restrict access to excavation area only to authorized persons & plant.	5	3	15	Principal Contractor	Deep excavations are not anticipated for the project. Monitor.
8	Existing Services	Not being aware of existing services (i.e. Electrical and data cables; water and sewer lines)	Damage to existing services; Power cuts, flooding and sewer spillages; Coming into contact with live electrical services may result into electrocution causing serious injuries or even fatality.	5	4	20	As-built drawings and drawings for existing services; Induction of workers and proper work instruction; Wearing of non-conductive gloves when exposing services by hand; Competent operators; Adequate supervision;	5	3	15	Principal Contractor	Reworks Inspections.
9	Operating of Heavy Construction Vehicles and Mobile Plant on site: Not anticipated: however should a TLB be needed to level gate track areas< Plant included in baseline. Concrete mixer	Failure to inspect vehicles and mobile plant; Faulty vehicles and plant; Lack of access and route planning	Equipment failure resulting in serious injuries or fatalities, asset damage and production Loss	5	4	20	Daily pre-use inspections by drivers and operators; Maintenance plans / schedules and implementation; Induction of workers and visitors; Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)	4	2	8	Principal Contractor	Monitor
9	Concrete mixer	Incompetent and unfit operators; Not planned deliveries, no traffic controls	Vehicle and plant collisions resulting in serious damage to property and loss of production; Workers / visitors being bumped or run over by vehicles and plant resulting in serious injuries or even fatality.	5	3	15	Operator to be inducted & appointed in writing; Proof of medical fitness to be available; Proof of competency and licencing to be made available prior; High visibility clothing and alertness to the immediate surroundings; Site access is restricted with COLLEGE needs. PLANNING.	2	3	6	Principal Contractor	Monitor.
10	Temporary Works CR. 12 Minor: Planting poles, gate support areas.	Poor or no temporary works designs; Incompetent Erectors and / or Inspector; Poorly erected temporary works; Incorrect supports	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Competent appointed person/s to design, supervise, inspect and approve temporary works must be appointed; Temporary works designs to be made available; Training of temporary works erectors; Regular safety talks and adequate supervision; Inspection of temporary works as prescribed;	3	3	9	Principal Contractor	Monitor
11	Steel Fixing	Not following bending schedules, design drawings and specification. Lack of PPE use: Hand and eye protection	Injury. Loss of work, costs, project.	3	5	15	Daily removal of offsets/ left over steel; daily tidying of stacked/ stored material; Create level pathway to job; Compaction, PPE. Supervision and quality controls.	2	2	4	Principal Contractor	Monitor

Hazard & Risk Identification			Raw Risk Evaluation				Risk Control Measures & Residual Risk Rating					
1a. S/N	1b. Work activity	1c. Hazard	1d. Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	2a. Severity	2b. Likelihood	2c. RPN*	3a. Risk Control Measures	3b. Severity	3c. Likelihood	3d. RPN*	3e. Responsible Party/ Person	3f. Remarks
12	Concrete Work- General (Vibrating concrete) Hand Mixing and minor batching	Failure to follow concrete design, failure to mix on mixing boards, contamination due to organic matter, Failure to build a bind wall to prevent cement water run off, environmental contamination, Failure to provide a waste bin for cement bags, environmental pollution, Skin sensitivity and allergies. Lack of PPE Concrete splash from vibrating, operating the poker; Noise.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Educate. Plan. Build a minor batching plant for mixing on site concrete. Follow mix design and specifications. Good housekeeping. Medicals. Use correct PPE issued on the "PPE Schedule": Dagga boots, Overalls, Hand protection, Eye protection. Operator self check for PPE; Supervisor to ensure and control; Machine guarding, Bund wall to prevent run off. Mixing platforms. Bins for cement bag waste disposal.	2	2	4	Principal Contractor	Action and monitor,
13	Emergency planning and response Cf. Requires emergency planning for high risk work. Potential for emergency: Accident due to impact on COLLEGE vehicle access, pedestrian incidents, snake bites, tick bite fever, unrest.	Fire, collapse of structures. Outages. Public complaints and unrest. Loss of public property, records, collisions due to work at entrances.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Plan for when things go wrong; Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Co-ordinate with COLLEGE manager. Build relationships with Police and relevant service providers. Plan for project continuity. Plan to prevent incidence. Have incident procedures. Compliant FA to be on site at all Times.	3	3	9	Principle Contractor.	Fire prevention method statement.
14	Contractor Management	Unapproved contractors on site. No COVIDA. Lack of competent oversight by PC.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	4	20	Section 7 of construction regulations must be implemented. PC is accountable for all employees, subbies, labour, SMME conduct on site. Induct.	3	3	9	Principal Contractor	Implement controls
15	POPIA	Not having a policy and protocol for personal information management, not getting permission from individuals.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	5	25	POPIA procedure and protocol given to all. Getting signed agreements with employees on file.	3	2	6	Principal Contractor	Implement controls
16	Employee development	Not implementing SHE Policy or plan. Not informing. Not respecting or caring	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Do needs analysis and train on the ground according to community capacity and understanding. Respect employees contractually, supervise and provide for employee needs,					Construct in a positive OHS culture.
17	HBA Regulations and medical monitoring	SARS CoV 2, Hep A, B, C, HIV, TB, Mal nutrition, lack of hygiene, Stress, Noise, Dust, Absenteeism, Alcoholism.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Educate and inform on health issues and impacts. Use posters. Provide condoms. Monitor employee well being. Fit for work certificates. Have a register for medical monitoring. Build trust and communication.	3	3	9	PC	Educate and co-operate with local clinic. Stay informed.