



TENDER

REHABILITATION, RENOVATIONS & REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)

SCMU5-26/27-0004 AMR INF

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 26 JUNE 2026 TIME: 11:00 am

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS
& INFRASTRUCTURE
CORNER OF SCHOLL & AMALINDA MAIN ROAD
AMALINDA
BLOCK B BUILDING- RECEPTION AREA
EAST LONDON
5247



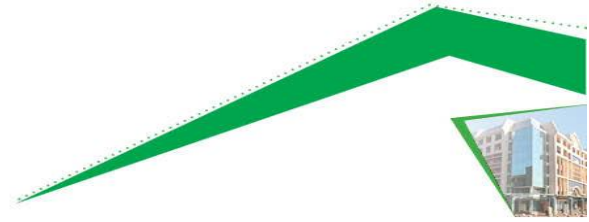
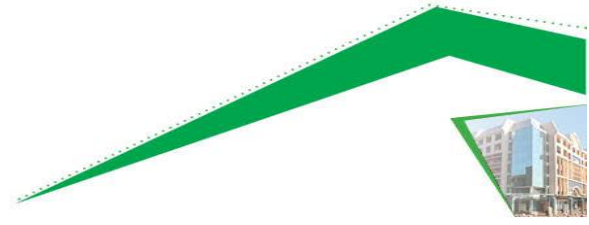
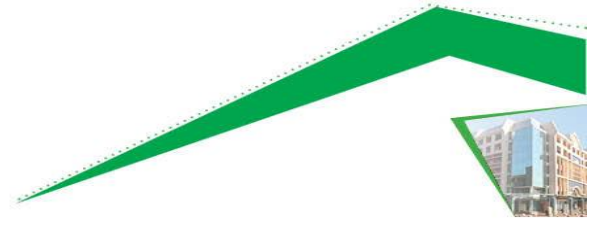


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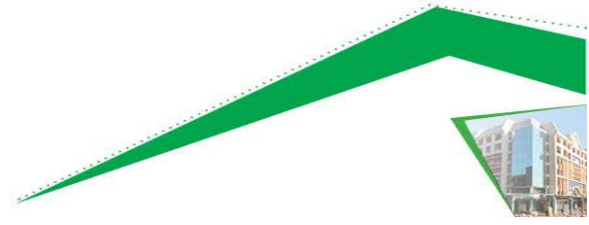
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THE TENDER



PART T1 TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with the CIDB grading of **5GB OR HIGHER** in the following Class of works **General Building (GB)** to tender for the “**REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)** contract. The contract will be based on the JBCC Edition 6.2 of 2018 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Tender documents are downloadable for free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Documents will be available on **26 May 2026**. No bid documents will be available at departmental offices.

There will be no briefing meeting.

Queries relating to the issue of these documents may be addressed in writing to through email: nokuthula.hlonitshwayo@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to Ms S. Macingwane – email: siphokazi.macingwane@ecdpw.gov.za.

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **26 JUNE 2026**. Tender will be open in public.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery and must Not be delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the tender Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “SCMU5-26-27-0004 AMR INF”: “**REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)**” must be deposited in the tender box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CORNER OF SCHOLL & AMALINDA MAIN ROAD, AMALINDA, BLOCK B BUILDING- RECEPTION AREA, EAST LONDON.**

C. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions

Phase Two: Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points



C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Ms N. Hlonitshwayo

Email Address: nokuthula.hlonitshwayo@ecdpu.gov.za

TECHNICAL ENQUIRIES

Ms S. Macingwane

Tel No 0640509093 (during work hours)

Email Address: siphokazi.macingwane@ecdpu.gov.za.

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

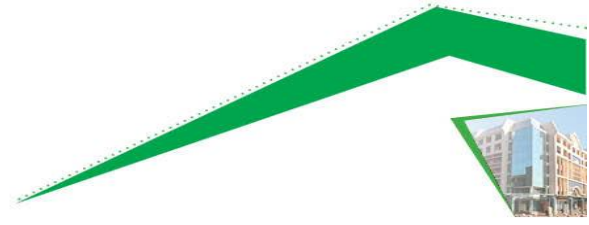
DPWI Security Alert

To all DPWI Service Providers

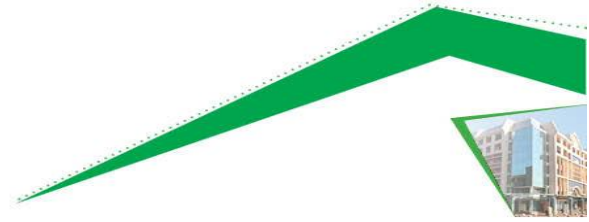
There is a scam that is doing the rounds where a cyber-attacker is trying to trick service providers by impersonating our departmental officials. All DPWI Service Providers are being warned not fall for this trap as it does not come from any of our officials.

For more information kindly contact @ ictsecurity@ecdpu.gov.za

Issued by the Communication Services Unit (061 302 4000)



PART T1.2: TENDER DATA

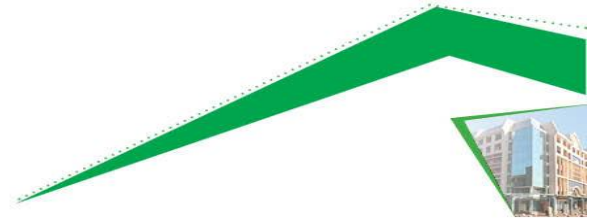


T1.2 Tender Data

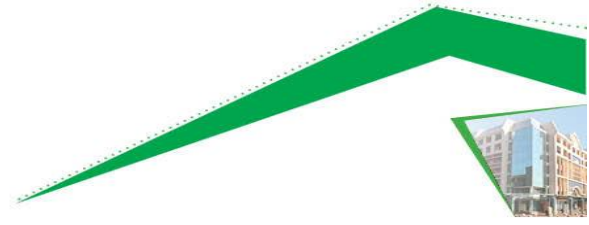
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

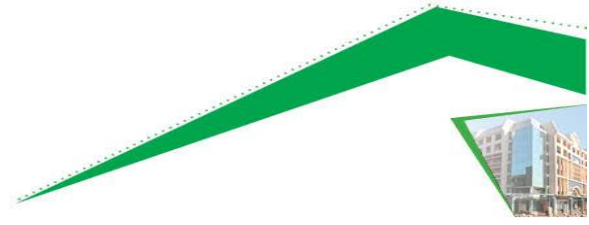
Clause number	Tender Data
3.1	The Employer is Eastern Cape Department of Social Development. The policy of the employer will apply
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Siphokazi Macingwane Eastern Cape Department of Public Works & Infrastructure Corner of Scholl and Amalinda Main Road, Amalinda East London Tel: 0640509093 (during work hours) E-mail: siphokazi.macingwane@ecdpw.gov.za The Employer is: Eastern Cape Department of Social Development Albertina Sisulu House 7 Beatrice Street King Williams Town 5600
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations



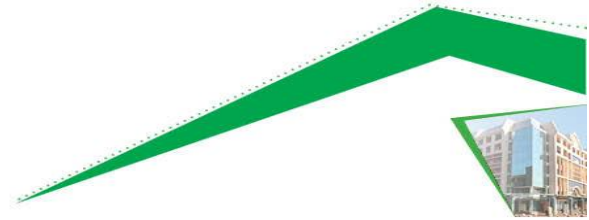
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 5GB OR HIGHER class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation CIDB Grade in terms of a) above and who satisfy the following criteria: N/A</p> <ol style="list-style-type: none"> 1) Potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and 2) whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CIDB Grade GB class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 5GB OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
4.2	<p>The employer will compensate the tender as follows JBCC Edition 6.2 of 2018 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p>Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (Seven) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.</p>
4.11	<p>Main tender offers are not required to be submitted together with alternative tenders.</p>
4.12	<p>No alternative tender offers will be considered</p>



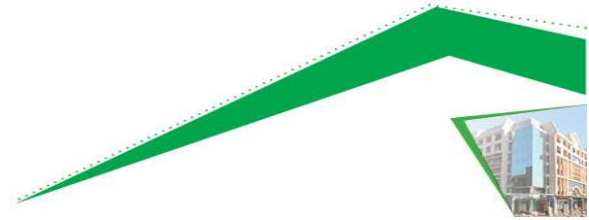
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Department of Public Works, Amathole Regional Office, Corner of Scholl and Amalinda Main Road, Amalinda at Block B Building – Reception Area, East London Physical address: CORNER OF SCHOLL AND AMALINDA MAIN ROAD, AMALINDA, 5247 Identification details: SCMU5-26-27-0004 AMR INF "REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)" closing time and date: 26 JUNE 2026 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A



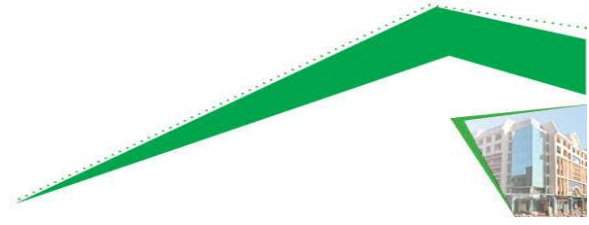
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy																
5	Employer's undertakings																
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.																
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.																
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .																
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply. The Department will make use of CIDB practice notes when evaluating bids with Arithmetical Errors.																
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A																
<table border="1"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = P / P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td> <td>$A = P_m / P$</td> </tr> <tr> <td colspan="4"> a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td> </tr> </tbody> </table>		Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
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a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																	
5.7.2	The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference Phase 1: Administrative requirements and Mandatory requirements Phase 2: Price and preference (80/20 system)																
	PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: <ol style="list-style-type: none"> Bid Document (This Document must be submitted in its original format) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). Bidders must be a legal entity OF partnership or consortia. 																



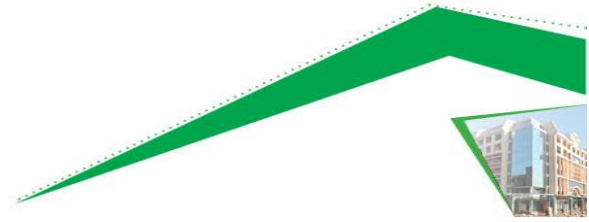
	<ol style="list-style-type: none"> 5. Form of offer and Acceptance (fully completed and signed). 6. SBD 4 Bidders Disclosure must be duly completed and signed. In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2.3 and 2.3.1. as all companies owned by the bidder will be reflected here. 7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive. 8. Compulsory Enterprise Questionnaire (Completed and signed) 9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). 10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. 11. Resolution to Sign (must be completed, if applicable). 12. Declaration of Employees of the State or other State Institutions. 13. Only one bid offer per bidder is allowed and alternative offers will not be considered. If more than one bid offer is received, none of the offers will be considered. 14. Attendance of compulsory briefing meeting (if applicable) 15. Bidders must submit a minimum of Two (2) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). This is important for the Department to decide and will lead to elimination of bids. Refer to Annexure G and Annexure K. 16. Bidders are required to submit two (2) signed completion certificates and two (2) signed appointment letters for the same projects referenced at paragraph 15 above. 17. The abovementioned projects must have been for building construction works as described under CIDB general building [GB] class of works and must be issued and be signed by the duly authorised personnel who have knowledge of the project and performance of the bidder, signing on behalf of others is strictly prohibited. 18. The Department reserves the right to verify any information submitted by the bidder/s as well as conduct an in loco inspection where necessary.
	<p>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder may be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive. 3. The bidder has duly completed and signed the SBD 1, and SBD 6.1. 4. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals. 5. The relevant designated sector: Steel Products, PVC, Concrete, and Components. The minimum threshold for local production and content: 100%. 6. Bidders need to complete the Declaration Certificate for Local Content and Local Production to be awarded points for Specific goals allocated for Local Content. This Declaration Certificate must be completed, and signed and submitted as part of the bid documentation. 7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 8. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 9. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J. 10. The Department may contract with the successful bidder by issuing of appointment letter or purchase order. 11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.



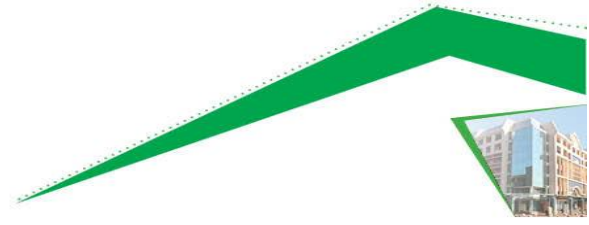
	<p>12. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p> <p>13. DPWI Policy applies.</p> <p>14. Protection of personal information: Consent (POPIA).</p> <p>15. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).</p> <p>16. EPWP policy will be applicable.</p>								
	<p>1. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and Specific Goals/Preferential Procurement Regulations 2022</p> <table border="1" data-bbox="443 703 1299 846"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>Please note:</p> <ol style="list-style-type: none"> Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points." A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals. All information will be verified through CSD (where applicable) . A Cipro certificate (CK) and certified ID copy/s must be attached as proof of ownership to claim points for specific goals. A Medical certificate from a medical Practitioner with a practice number must be attached to claim points for disability. To claim full Points for Locality, the preferred address on CSD must be from within Buffalo City Municipality (not edited after the issue of this bid). SBD 6.1 is attached. <p>The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. 	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative Compliance, price and preference)								
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A								



5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	<ul style="list-style-type: none"> h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content and Local Content Declaration: Summary Schedule and submitted the documents at the closing date and time of the bid. m) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> • Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents



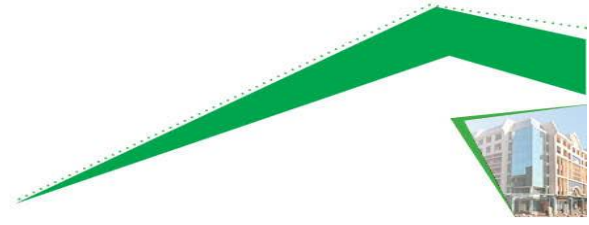
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 4 Bidders Disclosure, • 6.1 preference points claim form • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> • A CSD Report for a contractor with valid and correct information. • A duly completed form of Offer and Acceptance (and any revision of prices if there are any). • 2 Project reference forms and 2 completion certificates for completed works
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993) • Protection of personal content: Consent
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity.



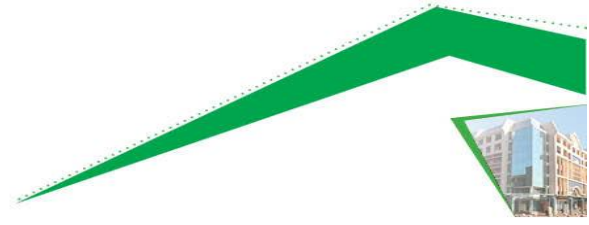
	<p>In the service of the state means to be -</p> <p>a) a member of:- <i>a</i> any municipal council; <i>b</i> any provincial legislature; or <i>c</i> the National Assembly or the National Council of Provinces;</p> <p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>



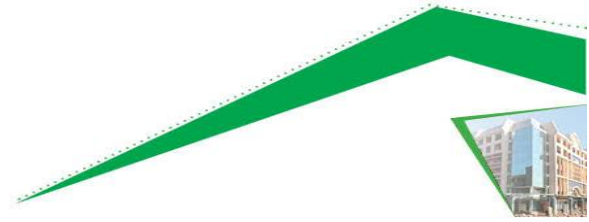
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
17	For the works as a whole: The duration of the contract shall be within twenty four months from the commencement date and the detail for calculation of penalties will be specified on the contract document i.e. JBCC® PRINCIPAL WORKS AGREEMENT: EDITION 6.2 – MAY 2018)



PART T2 RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

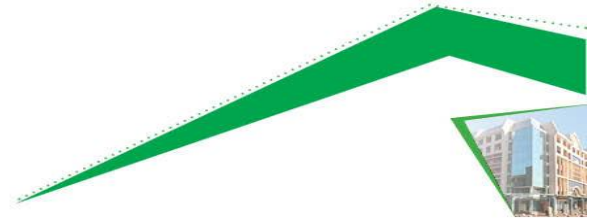
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)
- Appropriate CIDB grading suitable for the works
- CSD Report for a contractor with valid and correct information.

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Project References – at least 2 and their completion certificate and appointment letters
- SBD 4, 6.1, and Declaration for Local Production and Local Content
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Protection of personal content: Consent

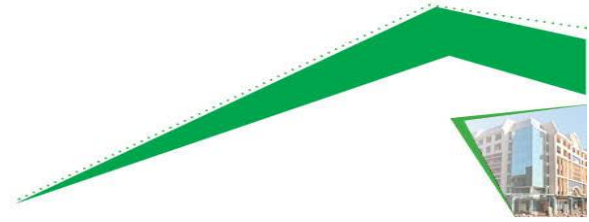


PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-26-27-0004 AMR INF	CLOSING DATE:	29 June 2026	CLOSING TIME:	11:00
DESCRIPTION:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CORNER OF SCHOLL AND AMALINDA MAIN ROAD, AMALINDA, BLOCK B BUILDING – RECEPTION AREA, EAST LONDON					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N. Hlonitshwayo		CONTACT PERSON	Ms S. Macingwane	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	0640509093	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nokuthula.hlonitshwayo@ecdpw.gov.za		E-MAIL ADDRESS	siphokazi.macingwane@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

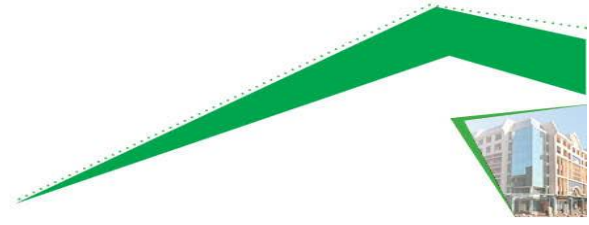
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

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

DATE:



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

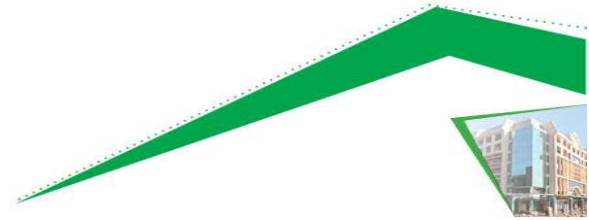
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises,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

Signed

Date

Name

Position



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

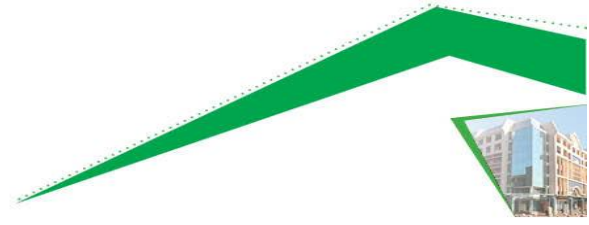
2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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



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

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

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

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

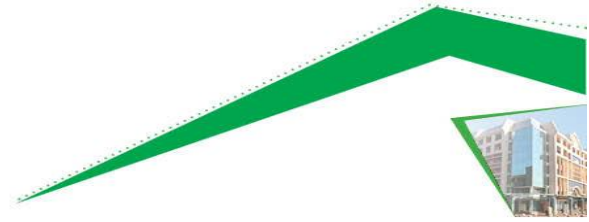
.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the **80/20** preference point system.

- a) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

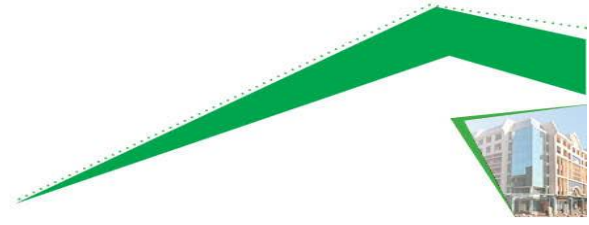
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at



any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

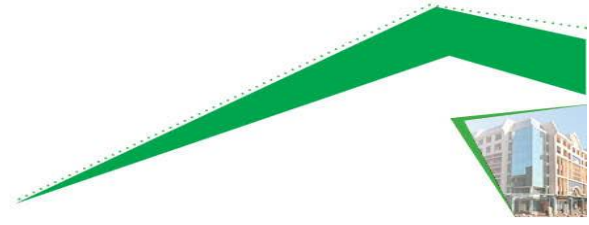
3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration



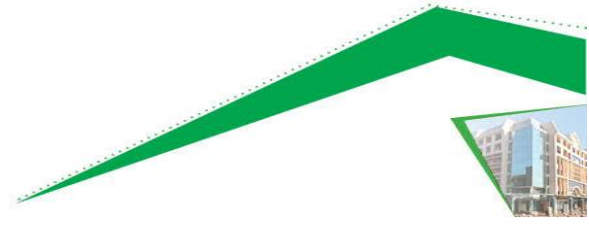
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual: -		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	2	
(c) Less than 51% black ownership	0	
Black youth ownership: -		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
Black women ownership: -		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
(b) Non-Military Veterans ownership	0	
Locality		
Office within Buffalo City Municipality	6	
Office in the Eastern Cape	3	
No office in the Eastern Cape	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

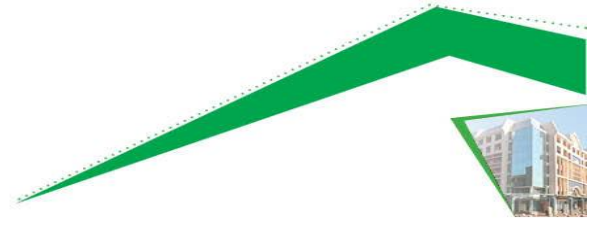
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:
.....

DATE:
.....

ADDRESS:
.....



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

IN RESPECT OF BID NO.: SCMU5-26-27-0004 AMR INF : REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)

ISSUED BY: (Procurement Authority / Name of Institution): EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

SIGNATURE: _____

DATE: _____

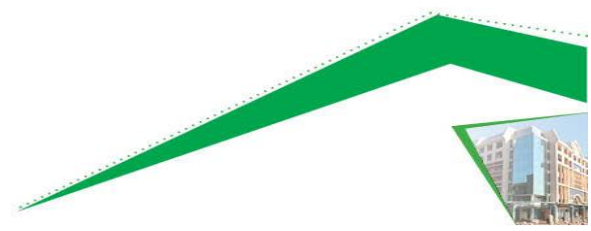


PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

(ATTACH HERE)



VALID COPY CIDB CERTIFICATE
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

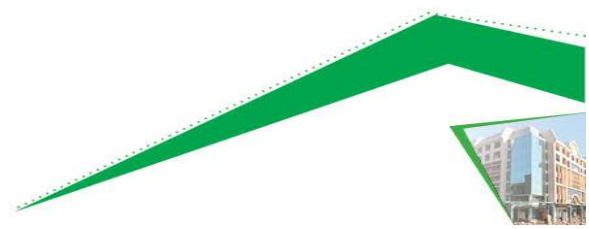
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations



- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure’s personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

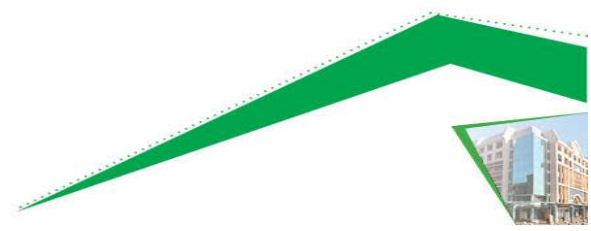
On behalf of the Client:

.....
Signature

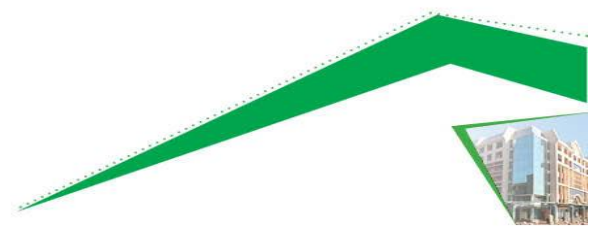
.....
Date

.....
Position

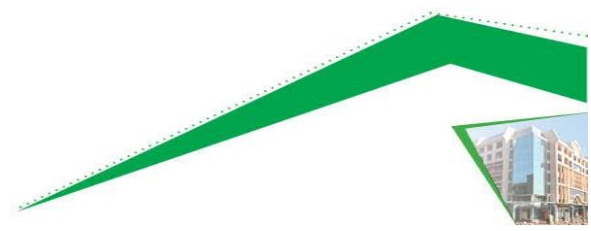
.....
Name of Client Representative



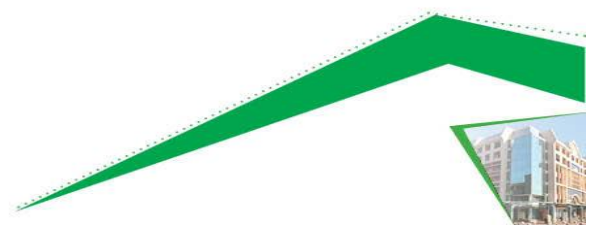
THE CONTRACT



PART C1 AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



C1.1- Form of Offer and Acceptance

Annex C
(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
SCMU number	SCMU5-26-27-0004 AMR INF

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)**

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

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

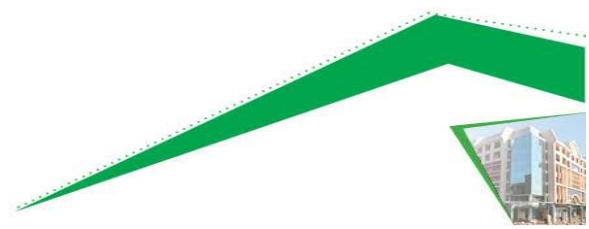
THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

..... Rand (in words) ;

R(in figures) (or other suitable wording)

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

Signature
Name
Capacity
for the tenderer
(Name and address of organization)
Name and signature
of witness Date



ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

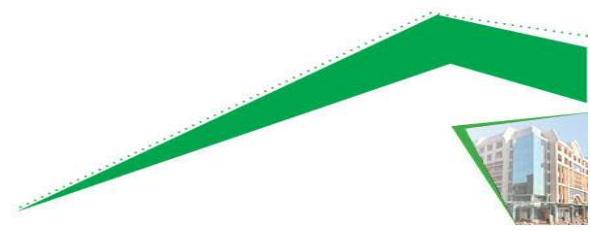
The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature
 Name
 Capacity
for the Employer
 (Name and address of organization)
 Name and signature
 of witness Date

Schedule of Deviations

- 1 Subject _____
Details _____
- 2 Subject _____
Details _____
- 3 Subject _____
Details _____
- 4 Subject _____
Details _____

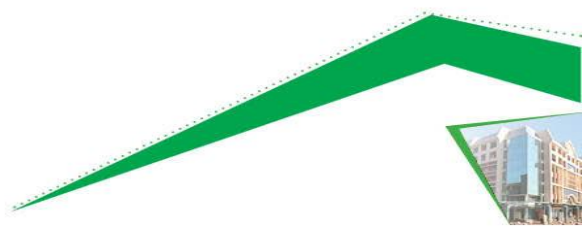


By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

¹ As an alternative, the following wording may be used:

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



A

RECORD OF ADDENDA TO BID DOCUMENTS

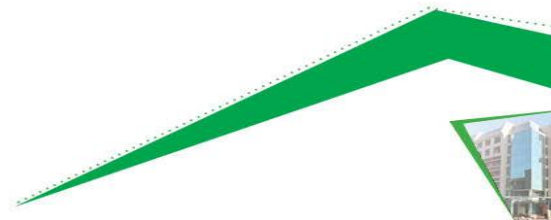
PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)		
SCMU NUMBER	SCMU5-26-27-0004 AMR INF		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
SCMU NUMBER	SCMU5-26-27-0004 AMR INF

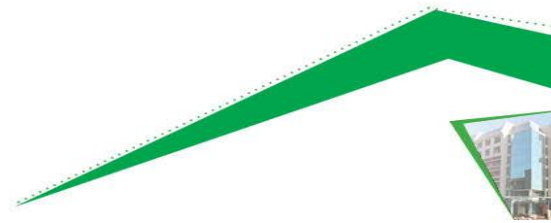
Page	Clause /Item	Proposal

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

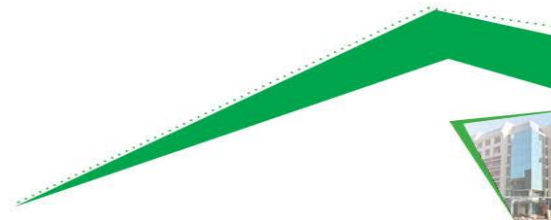
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

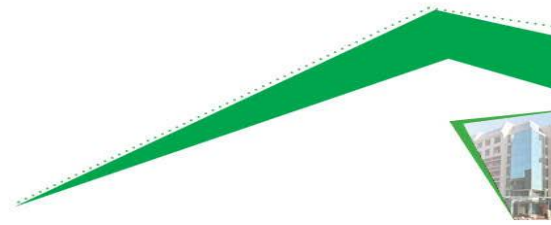
This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
----------------------	---

SCMU NUMBER	SCMU5-26-27-0004 AMR INF
--------------------	---------------------------------

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

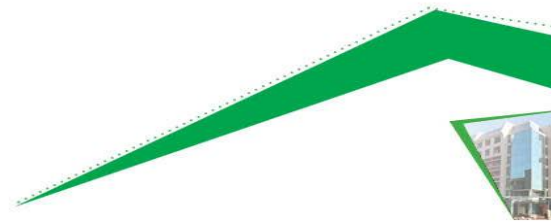


E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
SCMU NUMBER	SCMU5-26-27-0004 AMR INF
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					

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

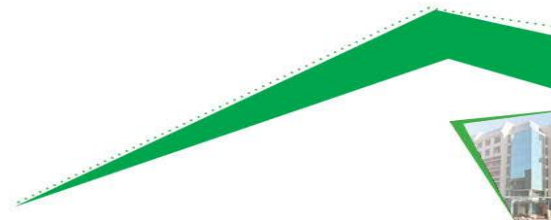
Signed

Date

Name

Position

Enterprise name



F

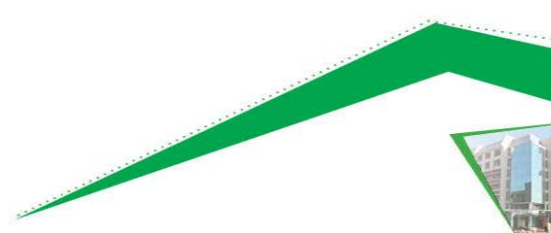
CAPACITY OF THE BIDDER

PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
SCMU NUMBER	SCMU5-26-27-0004 AMR INF
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Construction Manager		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer- Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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

Signed:	.....	Date	.....
Name:	.....	Position	.....
Enterprise Name:			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least two relevant projects successfully completed. The information mentioned on this form must correspond with the information mentioned on Annexure k (project reference form). Read paragraph 15; 16 and 17 under: Phase One: Responsiveness To The Bid Requirements And Rules on page 12

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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

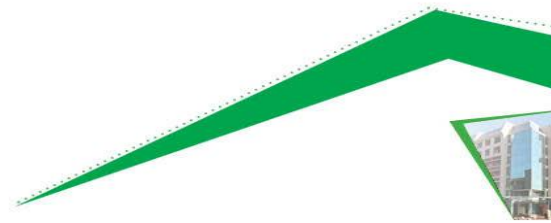
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist) **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

.....

Name

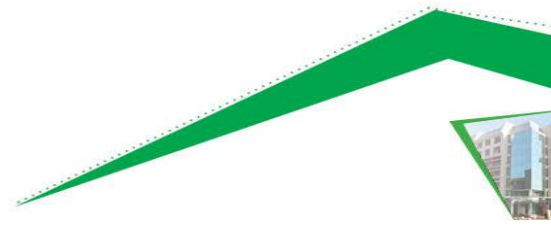
Position

.....

Enterprise name

.....

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



!

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

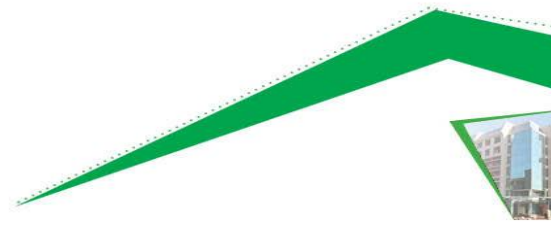
Position

.....

Enterprise name

.....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

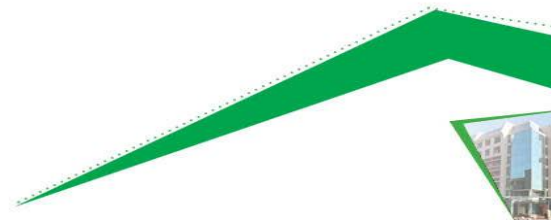
Name

Position

.....

Enterprise name

.....



K

Project Reference Forms – 1

Project title:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Project Number:	SCMU5-26-27-0004 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

The information mentioned on this form must correspond with the information mentioned on Annexure G (Relevant Project Experience – Completed Projects). Read paragraph 15; 16 and 17 under: Phase One: Responsiveness To The Bid Requirements And Rules on page 12.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

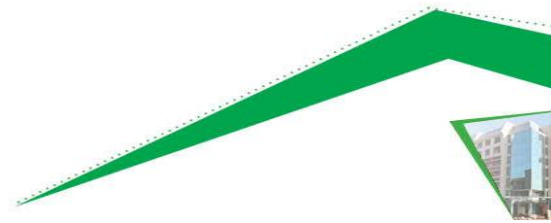
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__.

 Signature of principal agent

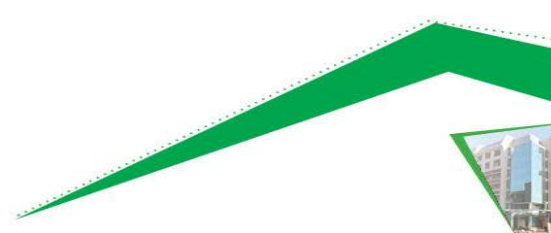
COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

 Name of Tenderer

 Signature of Tenderer Date



Project Reference Forms - 2

Project title:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Project Number:	SCMU5-26-27-0004 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

The information mentioned on this form must correspond with the information mentioned on Annexure G (Relevant Project Experience – Completed Projects). Read paragraph 15; 16 and 17 under: Phase One: Responsiveness To The Bid Requirements And Rules on page 12.

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

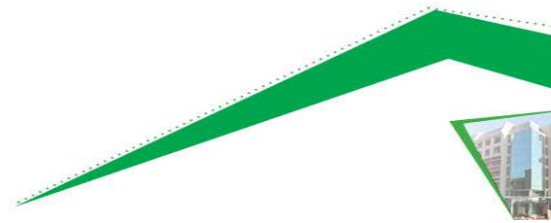
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__.

 Signature of principal agent

COMPANY STAMP

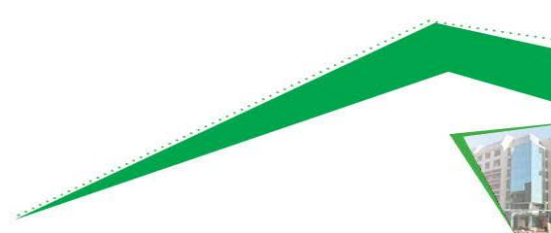
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

 Name of Tenderer

 Signature of Tenderer

 Date



Project Reference Forms – 3

Project title:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Project Number:	SCMU5-26-27-0004 AMR INF

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

The information mentioned on this form must correspond with the information mentioned on Annexure G (Relevant Project Experience – Completed Projects). Read paragraph 15; 16 and 17 under: Phase One: Responsiveness To The Bid Requirements And Rules on page 12.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

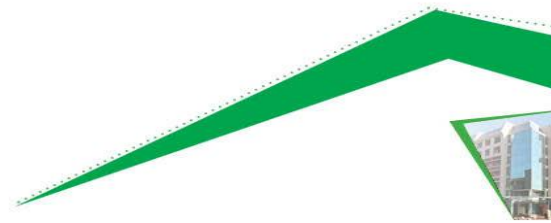
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__.

 Signature of principal agent

COMPANY STAMP

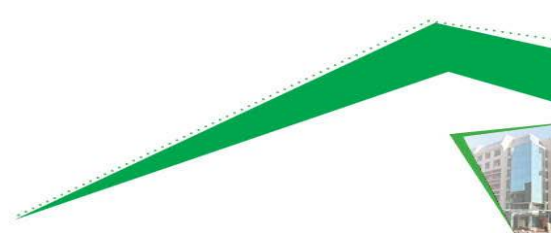
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

 Name of Tenderer

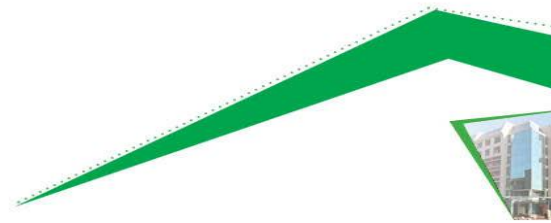
 Signature of Tenderer

 Date



BASELINE RISK ASSESSMENT

PROJECT TITLE	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)				
SCMU NUMBER	SCMU5-26-27-0004 AMR INF				
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>					
Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Removal of existing roof	Physical injury due to falling loads	None	None	Physical injury due to falling loads	Use of PPE, Use non-destructive wet methods during removal procedures
Removal of trusses, sisalation, fascia & barge boards, gutters, etc.	Physical injury due to flying object.	Breathing problems due to dust inhalation	Failure to properly dispose	None	Use of PPE, use of approved dumping sites
Removal of ceilings	Physical injury due to falling from heights	Breathing problems due to dust inhalation	Failure to properly dispose	None	Use of PPE, proper inspected scaffolding
Paintworks	Physical injury due to tripping and falling	Breathing problems due to chemical substance inhalation	Paint spillage	None	Use of PPE, use of spillage control kits
Roofing	Falling, Physical injury, Fatality	Physical injury, Fatality	None	None	PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site



You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

M

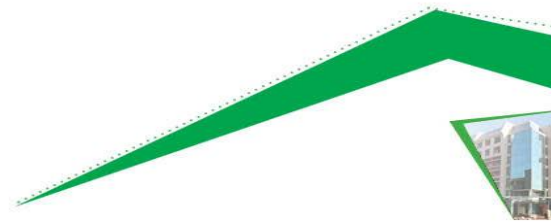
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
PROJECT DESCRIPTION (SCOPE)	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
SCMU NUMBER	SCMU5-26-27-0004 AMR INF
CONTRACTOR NAME:	

- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Superstructure:	
1.1	Bricks (for all purposes)	
2	Internal Finishes:	
2.1	Paint (for all purposes)	
2.2	Ceilings	
2.3	Cornices	
2.4	Glass panes	
2.5	Windows, Doors and Ironmongery	
2.6	Sand (for all purposes)	
2.7	Cement (for all purposes)	
2.8	Stone (all aggregates for all purposes)	
3	Floors	

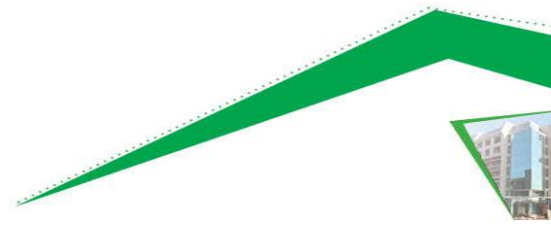


3.1	Floor covering and finishes (tiles, carpets, skirtings ,etc)	
4	Roofs	
4.1	Roof covering and finishes (sheets, tiles, timbers, gutters, etc)	
5	External Finishes:	
5.1	External Wall Finishes (Plastering, Cleaning, etc)	
6	Fittings and Furniture:	
6.1	Kitchen cabinets, shelves, etc	
7	Services: N/A	
8	External Works:	
8.1	Pavers, Fence, etc	
	TOTAL	

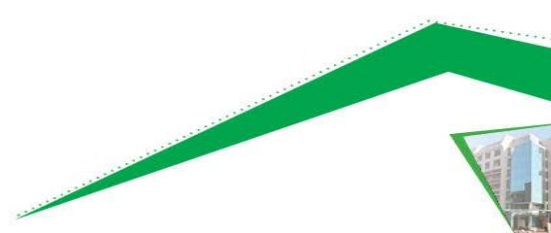
B. CONFIRMATION

- I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

Representative of the Contractor (Name) **Signature** **Date**



PART C1.2: CONTRACT DATA



The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

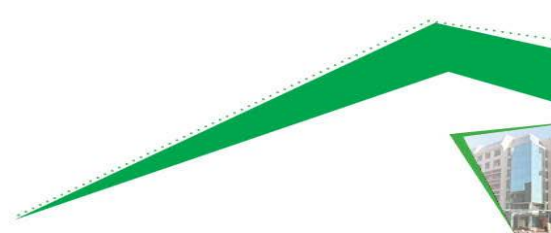
Project name	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Reference number	SCMU5-26-27-0004 AMR INF
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Ms S. Macingwane		
E-mail	siphokazi.macingwane@ecdpc.gov.za.		
Mobile number	0640509093	Telephone number	
Postal address	Private Bag X13004, Summerpride, East London	Postal Code	5247
Physical address	Corner Amalinda Main and Scholl Road, Amalinda, East London	Postal Code	5247



A4.0 Principal Agent [1.1]

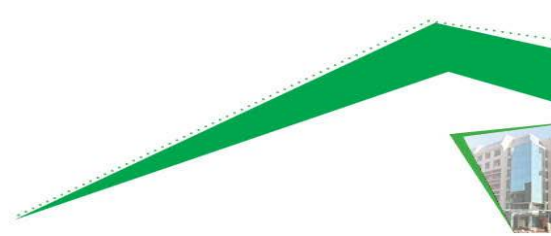
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	ECDPWI	Contact person	Ms S. Macingwane
Practice number	-	Telephone number	N/A
		Mobile number	0640509093
Country	South Africa	E-mail	siphokazi.macingwane@ecdpw.gov.za
Postal address	Private Bag X13004, Summerpride, East London	Postal Code	5247
Physical address	Corner Amalinda Main and Scholl Road, Amalinda, East London	Postal Code	5247

A5.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	ECDPWI	Contact person	
Practice number	-	Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X13004, Summerpride, East London	Postal Code	5247
Physical address	Corner Amalinda Main and Scholl Road, Amalinda, East London	Postal Code	5247

A6.0 Agent [1.1]

Discipline	Architects		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	-	Contact person	-
Practice number		Telephone number	-
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X 0022, Bisho	Postal Code	5606
Physical address	Qhasana Building, Independent Avenue, Bisho	Postal Code	5606



A7.0 Agent [1.1]

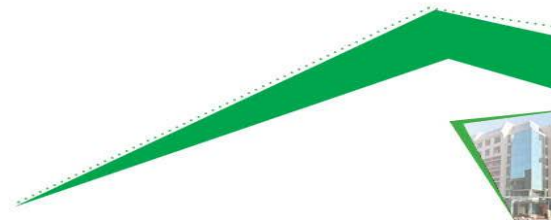
Discipline	Electrical Engineers		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	-
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X 0022, Bisho	Postal Code	5606
Physical address	Qhasana Building, Independent Avenue, Bisho	Postal Code	5606

A8.0 Agent [1.1]

Discipline	Civil		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	-
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X 0022, Bisho	Postal Code	5606
Physical address	Qhasana Building, Independent Avenue, Bisho	Postal Code	5606

A9.0 Agent [1.1]

Discipline	Structural Engineer		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	-
		Mobile number	
Country	South Africa	E-mail	
Postal address	Private Bag X 0022, Bisho	Postal Code	5606
Physical address	Qhasana Building, Independent Avenue, Bisho	Postal Code	5606



B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

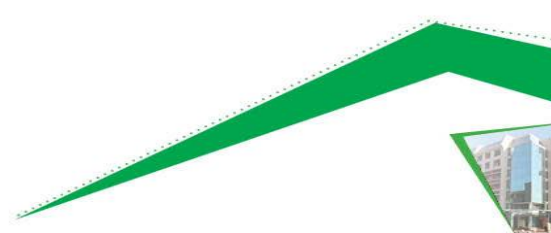
Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date



B 5.0 Employer's Agents [6.0]

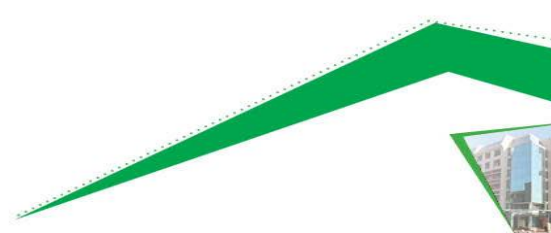
Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	Escalation, professional fees and reinstatement costs if not included above			X
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

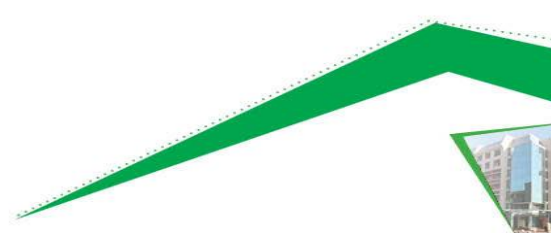
Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A



or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	DSD Service Offices are operational local offices and the works will take place within same premises		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	The execution of the project shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	Yes
If yes, description	Existing under and above ground services within the premises.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			



B 8.0 Nominated subcontractors [14.0]

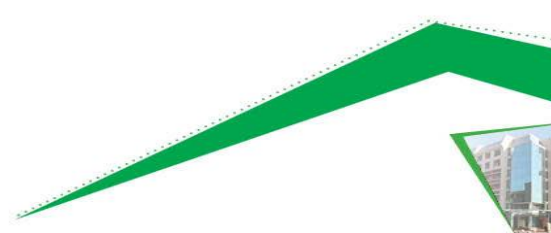
Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Electrical Works
Specialisation 2		Mechanical Works
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		



B 11.0 Description of sections [20.1]

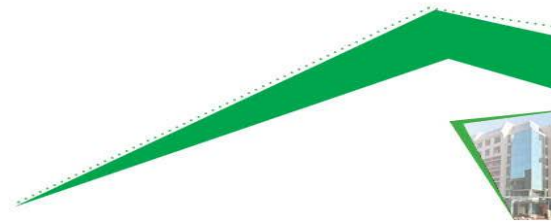
Section 1	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	24 Calendar months Project as whole	1.25 cent/R100 of Contract amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				



Remainder of the	X			
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Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

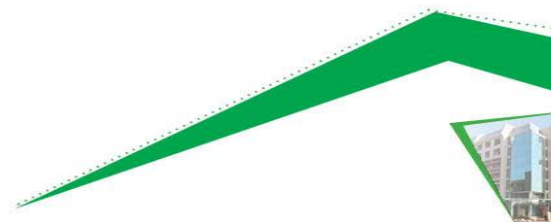
Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	30th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

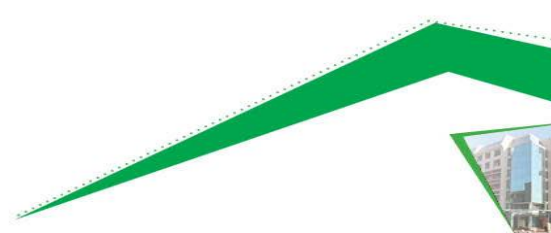
B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism		
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process		
Arbitration [30.7.4; 30.10]	Yes / No?	No	
If Yes, name of nominating body			
*If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]	N/A		



B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]	N/A		
Previous work - defects - details of previous contract(s) [B3.2]	N/A		
Inspection of adjoining properties - details [B3.3]	N/A		
Handover of site in stages - specific requirements [B4.1]	N/A		
Enclosure of the works - specific requirements [B4.2]	Hoarding to working areas.		
Geotechnical and other investigations - specific requirements [B4.3]	N/A		
Existing premises occupied - details [B4.5]	Yes		
Services - known - specific requirements [B4.6]	No		
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]	No specific requirements		
Protection of the works - specific requirements [B11.1]	No specific requirements		
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	No specific requirements		
Disturbance - specific requirements [B11.5]	No specific requirements		
Environmental disturbance - specific requirements [B11.6]	No specific requirements		



B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

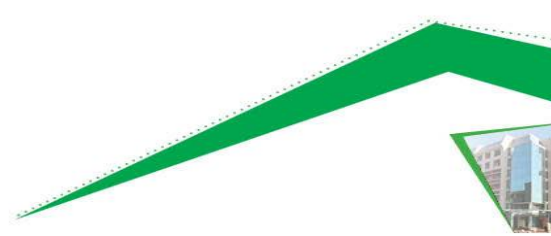
9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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



10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

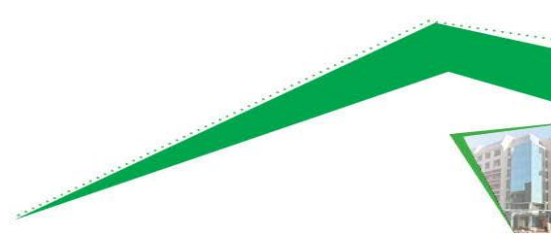
Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22



12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

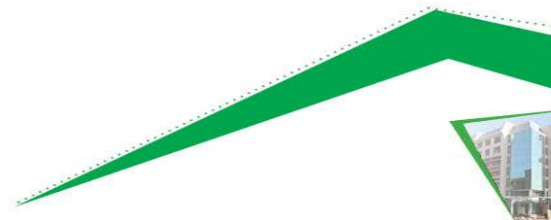
27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

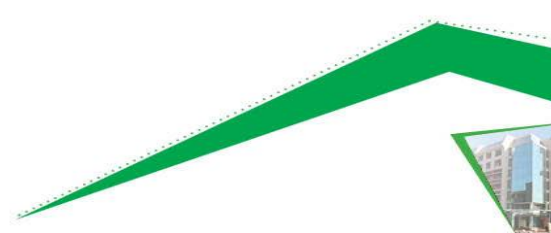
Contractor's selection: Select Option A or B		Option:	
Where the contractor does not select an option, Option A shall apply			

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Provision of particulars

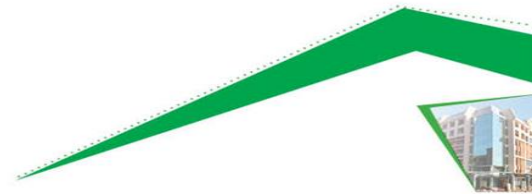
The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>



Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR'S AGREEMENT



This agreement is made on the day of between:.....
 (name of company / organization) of
 (address) and.....
 (name of company / organization) of

 (address) (the Parties) and..... (name) of

 (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as ...
 and these disputes or differences
 shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called
 “the Procedure”) and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly
 authorized to sign for and on behalf of
 the first Party in the presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly
 authorized to sign for and behalf of
 the second Party in the presence of

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence of

Witness _____
 Name: _____
 Address: _____

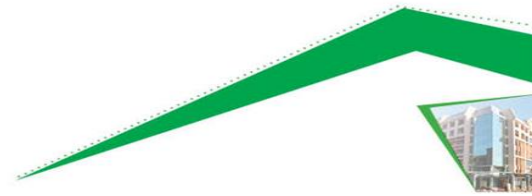
Witness: _____
 Name _____
 Address: _____

Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

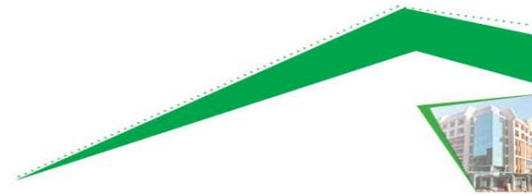
Date: _____



Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



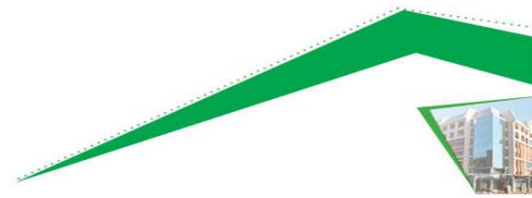
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

IN

**REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD
SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN,
JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)**

IMPLEMENTED BY

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE



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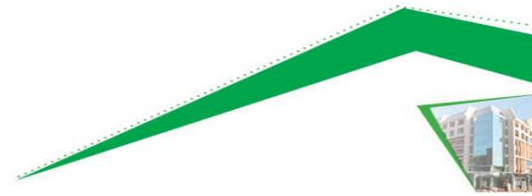
1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point



of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

This health and safety specification in respect of a construction work contract:

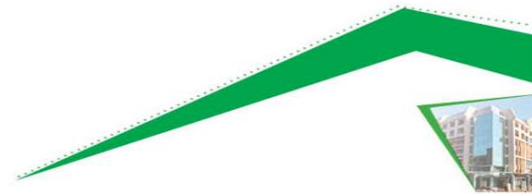
- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1: This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3: This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4: The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):



- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

3. PURPOSE

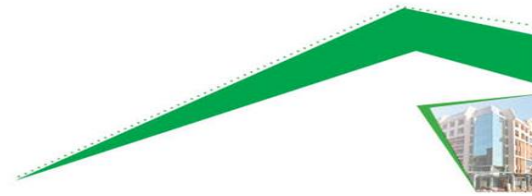
The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works and Infrastructure. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve and to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6, 7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.



CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

The contractor shall with respect to the site and the construction work that are contemplated:

1. cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
2. evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
3. as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The contractor shall ensure that:

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; no structure or part of a structure is loaded in a manner which would render it unsafe; and
- account of information, if any, provided by the designer of the structure is taken into account in the risk assessment.

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

4. DEFINITIONS

The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Accident – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

Agent – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

Client means Department of Public Works and Infrastructure

Competent person means a person who-

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications



Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

- b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations. Pr. CHSA means a competent person who acts as a representative for a Client in terms of regulation (5)5.

Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

contractor: person or organization that contracts to provide the work covered by the contract

contract manager: person appointed by the employer to administer the contract on his behalf

competent person: any person who:

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
- b) is familiar with the Act and applicable regulations made in terms of the Act

Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000, those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property

employer: person or organization that enters into a contract with the contractor for the provision of the work covered by the contract

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters. **This is a Construction Health & Safety Agent (SACPCMP)**” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations.

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

Construction Site means a work place where construction work is being performed;

Construction Supervisor means a competent person responsible for supervising construction activities on a construction site;

Construction Vehicle means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

Construction work means any work in connection with –

The construction, erection, alteration, renovation, repairs, demolition or dismantling of or addition to a building or any similar structure; or

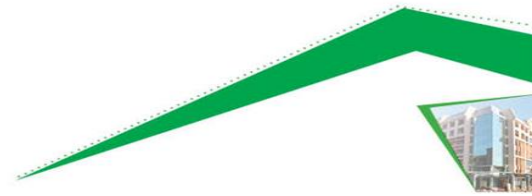
the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Construction Work Permit means a document issued in terms of regulation 3 of the Construction Regulations 2014;

CR refers to the Construction Regulations 2014.

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

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.



Fall Protection Plan means a documented plan, which includes and provides for-
All risks relating to working from a fall risk position, considering the nature of work undertaken;
The procedures and methods to be applied in order to eliminate the risk of falling; and
A rescue plan and procedures;

H&S – health and safety

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

Health and Safety File – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a. any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b. a major incident occurred; or
- c. the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

Medical Certificate of Fitness means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

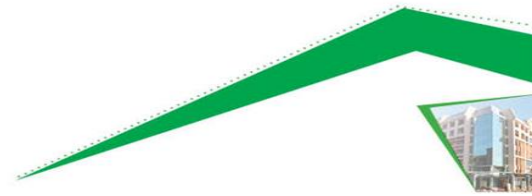
Practical Completion Certificates- A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
 - b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
 - c) the availability and suitability of means to remove or mitigate that hazard or risk; and
 - d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;
- risk – means the likelihood that harm will occur and the subsequent consequences.

"Risk assessment" – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.



safe: free from any hazard

Safety Officer – a person deemed competent by SACPCMP under the relevant category of registration.

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

structure:

- a. any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b. any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c. any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

temporary works: any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

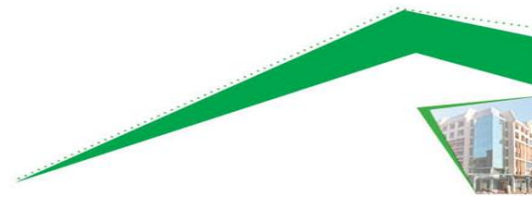
workplace: any premises or place where a person performs work in the course of his employment

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85/1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.



5.12 Required appointments as per the Construction Regulations: -

Item	Regulation	Appointment	Responsible Person
	3.	Application Construction work permit	Client
	5(1)(k)	Principal contractor for each phase or project	Contractor
	5(6)	Construction Health & Safety Agent	Client
	7.(1)(c)	Contractor	Contractor
	7(3)	Contractor	Contractor
	8(1)	Construction manager	Contractor
	8(2)	Assistance Construction manager	Contractor
	6(1)	Construction supervisor	Contractor
	6(2)	Construction supervisor sub-ordinates	Contractor
	8(5)	Construction Safety Officer	Contractor
	8(8)	Responsible employee	Contractor
	9(1)	Person to carry out risk assessment	Contractor
	10(1)	Fall protection planner	Contractor
	12(1)	Temporal work designer	Contractor
	12(2)	Supervisor of temporal work operation	Contractor
	13(1)	Excavation supervisor	Contractor
	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
	14(11)	Explosives expert	Contractor
	14(1)	Supervisor demolition work	Contractor
	14(2)	Scaffold supervisor	Contractor
	16(1)	Suspended platform supervisor	Contractor
	18(1)a	Rope access	Contractor
	19(8)(a)	Material hoist inspector	Contractor
	20(1)	Bulk mixing plant supervisor	Contractor
	21(2)	Explosive actuated fastening device inspector	Contractor
	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
	23 (1)	Operator : construction vehicle and mobile plant	Contractor
	28 (a)	Stacking and storage supervisor	Contractor
	29 (h)	Fire equipment inspector	Contractor

5.2 Communication, Participation & Consultation

5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.



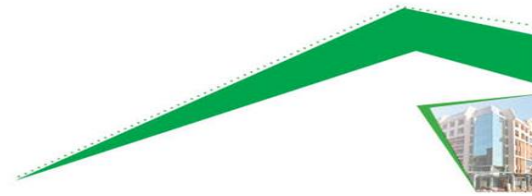
6. INTERPRETATION

- a) The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- b) Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.
- c) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer.
- d) The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- e) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.
- f) The words Principal Contractor and Contractor in this document are used interchangeable, unless clearly expressed otherwise to mean something else e.g. when used to describe roles, responsibilities, functions, acts or omissions of the sub-contractor(s).

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

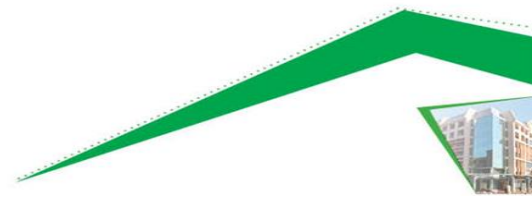


7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer’s offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor / sub-contractor

The contractor must demonstrate to the Principal Contractor that he has the necessary competencies and resources to perform the retrofitting work safely.



Acceptance by the Principal Contractor of the contract with Public Works shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
- as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out 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.

The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

- The contractor shall take reasonable steps as are necessary to ensure that:
- potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;
- all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;
- all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;
- each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- each sub-contractor's health and safety plan is implemented and maintained.



The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The contractor shall ensure that:

- every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

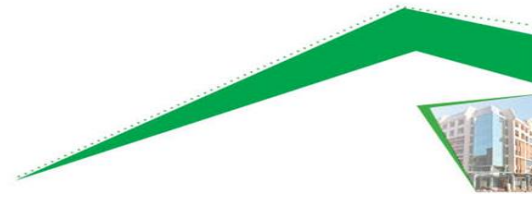
- informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights

7.4 Construction supervisors

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.



7.5 Competent persons

The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;
- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and
- prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

6. Appointment of a Fulltime/ Part time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria:

- i) Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week.
- ii) Number of employees above 50 – Fulltime Safety Officer should be appointed.
- iii) Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.

7.6 Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, they are required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained throughout the duration of the project. In many cases this role starts from project

Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.



- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.
- e) The employer's health and safety agent shall:
 - audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
 - accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
 - monitor the effective implementation of all safety plans;
 - conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
 - visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.
- f) The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.
- g) Other duties of H&S are to ensure that, where applicable, the following is attended to:

1. Application for a Construction Work Permit Number (as per DoL Chief Inspector, July 2018).

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out **apply to the provincial director in writing for a construction work permit to perform construction work** if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.



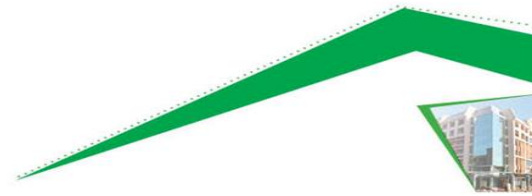
2. Tenderer's responsibility:

The tenderer (meeting the above criteria) must ensure that they attach a certified copy of the ~~SACPCMP~~ Certificate for a Registered Construction Manager together with their OHSE Plans.

7.6 Responsibilities towards employees and visitors

- 1 The contractor shall as far as be reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
- 2 The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:
 - informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- 3 The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.
- 4 The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 5 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
 - (a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; an
 - (b) is provided with the necessary personal protective equipment.
- 6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
 - (a) unauthorized entrance prohibited;
 - (b) signage to indicate what personal protective equipment is to be worn; and
 - (c) activity related signs.

The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.



7.8 Design of temporary work

The contractor shall:

- (a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- (b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and
- (c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities

7.9 Notification of intention to commence construction work

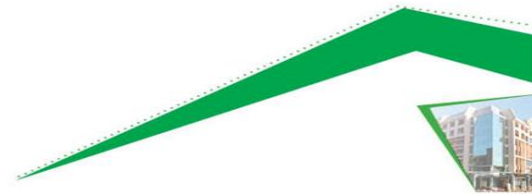
- I. The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:
 - (a) excavation work;
 - (b) working at height where there is a risk of falling;
 - (c) the demolition of a structure;
 - (d) the use of explosives; or
 - (e) a single storey dwelling for a client who is going to reside in such dwelling upon completion
- II. The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

Main Offices, Outside Buildings, Guardhouses:

- Removal of existing floor coverings to replace with new floor covering
- Removal of internal and external wall plaster & wall finishes to replace with new wall tiles and plastering
- Cleaning of face brick walls including window cills, painting, repairing wall cracks
- Servicing existing steel windows, aluminium windows, timber windows, removal and replacing of glass on steel window frames
- Removal & replacing of timber doors and frames
- Removal of ceilings & replacing with new ceilings and accessories
- Removal and replacing of roofs, servicing of existing roofs, removal and replacing of guttering
- Cleaning of drainage system
- Removal and replacing damaged fence panels
- Fixing damaged paving
- Paintwork



9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
- project information;
 - client requirements for H&S management on the project;
- Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.
- (d) The H&S plan should include the following information:
- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
 - details of the principal contractor;
 - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
 - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
 - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - the development of a construction project traffic management plan;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - workplace security and public safety; and
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
 - the project program or schedule details, including start and finish dates, showing principal activities;
 - details of client, design team, principal contractor, subcontractors, and major suppliers; and



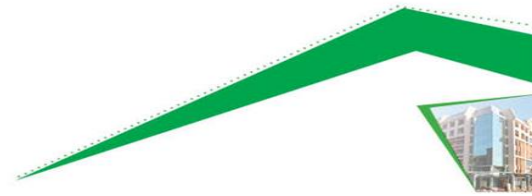
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

19. HEALTH AND SAFETY FILE

- The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.
- The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

the following documents which shall be placed in the file prior to commencing with physical construction activities:

- copy of the construction work permit issued in terms of the Construction Regulations 2014;
- the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- copies of all risk assessments that were conducted.
- the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
- the letters of appointment, as relevant, together with brief curriculum vita (CV) of:
 - the construction manager and any assistant construction managers;
 - the construction health and safety manager
 - the construction health and safety officer
 - the risk assessor who is tasked to perform the risk assessments; and
 - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
- (g) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
- (h) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;



- (i) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
- (j) the preliminary hazard identification undertaken by a competent person;
- (k) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
- (l) the contractor's health and safety plan;
- (m) the emergency procedures;
- (n) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
- (o) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- (p) the following documents, as relevant, which shall be placed in the file after construction activities have commenced;
- (q) the letters of appointments, if relevant, together with a brief curriculum vita (CV) of:
 - persons who are required to assist the construction supervisor;
 - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
 - competent persons;
 - assistants of construction supervisor; and
 - designers of temporary works;
- (r) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
- (s) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;
- (t) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- (u) proof of all subcontractor's induction training whenever it is conducted;
- (v) copies of the minutes of the contractor's subcontractor's health and safety meetings;
- (w) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- (x) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- (y) copies of the fall protection plan and each revision thereof;
- (z) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- aa) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- bb) any report made to an inspector by the health and safety committee;
- cc) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- dd) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- ee) the inputs of the safety officer, if any, into the health and safety plan;

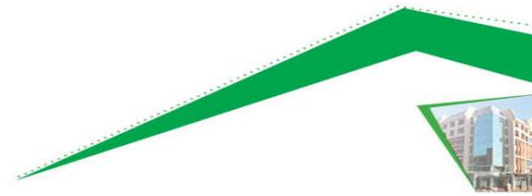


- ff) details of induction training conducted whenever it is conducted including the list of attendees;
- gg) proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
- hh) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- ii) a copy of risk assessments made by competent persons;
- jj) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- kk) the names of the first aiders on site and copies of the first aid certificates of competency;
- ll) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- mm) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:
 - a. details of all incidents together with the Contractor's investigative report on such incident;
 - b. the record of inspections carried out by the designers of structures to ensure compliance with designs; and
- nn) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- oo) The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.
- pp) The health and safety file shall be updated to ensure that its contents always reflect the latest available information.
- qq) The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS.



The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.
The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its H&S Agent.

The Client and/or its H&S Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - I. dies
 - II. becomes unconscious
 - III. loses a limb or part of a limb
 - IV. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

a major incident occurred

- I. the health or safety of any person was endangered
 - II. where a dangerous substance was spilled
 - III. the uncontrolled release of any substance under pressure took place
 - IV. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - V. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
 - c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
 - d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
 - e) The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)



- f) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- g) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- h) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- i) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
 - Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

Reporting of Near-Misses

- Department of Public Works and Infrastructure views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works and Infrastructure retains the right to enforce the reporting of near misses within 24 hours of occurrence.

20. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.



12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives ('SHE – Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- review the effectiveness of health and safety measures;
- identify potential hazards and potential major incidents;
- in collaboration with his employer, examine the causes of incidents;
- investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- inspect the site with a view to, the health and safety of employees, at regular intervals;
- participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- participate in any internal health or safety audit.

The report must be consolidated and submitted to the Health & Safety Committee.
H&S Representatives must form part of the incident/accident investigating team.

The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.



12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

d) Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

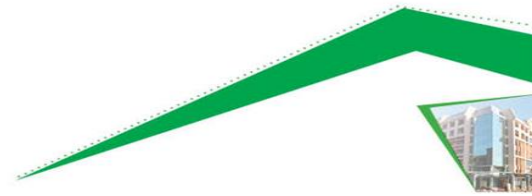
13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014



PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

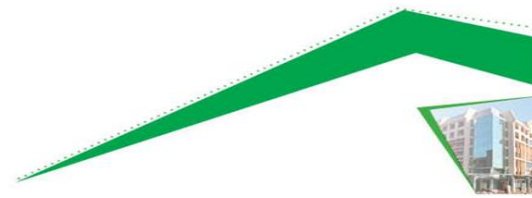
- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.



- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract.



EPWP REQUIREMENTS AND SPECIFICATION



SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)

Project Name	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)	SCMU Number	SCMU5-26-27-0004 AMR INF
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Introductory notes:

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.

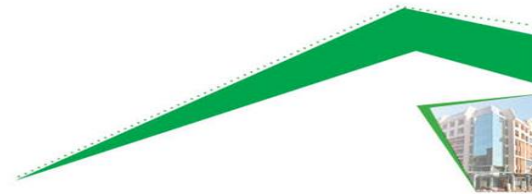
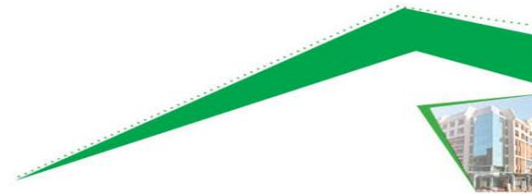


Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.



- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
- a) 55 % women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions
Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 1.2.3 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.



- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

3 Hand excavatable material

Hand excavatable material is material:

a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

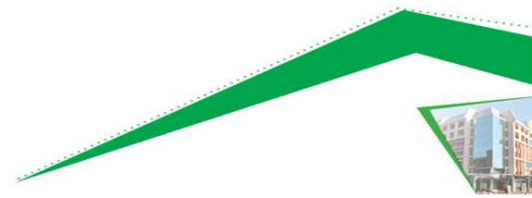


Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

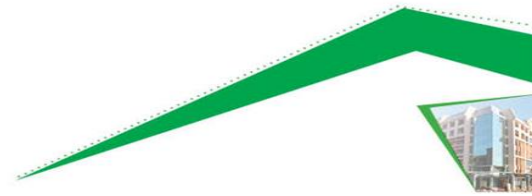
6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

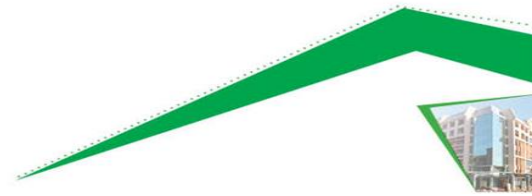
Grass and small bushes shall be cleared by hand.



- 8 **Shaping**
All shaping shall be undertaken by hand.
- 9 **Loading**
All loading shall be done by hand, regardless of the method of haulage.
- 10 **Haul**
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- 11 **Offloading**
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.
- 12 **Spreading**
All material shall be spread by hand.
- 13 **Compaction**
Small areas may be compacted by hand provided that the specified compaction is achieved.
- 14 **Grassing**
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- 15 **Stone pitching and rubble concrete masonry**
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.
- 16 **Manufactured Elements**
Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

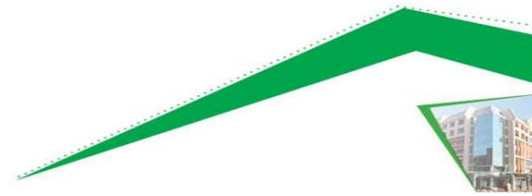


Annex A: Skills compliance plans
(Normative)

Skills compliance base line plan	
Name of contractor:	
Contact person:	Telephone:
Address:	Cell phone:
	Email:
Contract / order number:	Start date for contract / order:
Contract title:	
Contract skills development goal (CSDG) (tick appropriate box)	
<input type="checkbox"/> Tendered / contracted CSDG = hours	
<input type="checkbox"/> Minimum CSDG calculated in accordance with standard	
Minimum CSDG calculated in accordance with the standard (complete only if applicable)	
Contract type (tick appropriate box):	Contract amount
<input type="checkbox"/> professional service	excl VAT R
<input type="checkbox"/> service	Less expenses (if any) R
<input type="checkbox"/> engineering and construction works	Less allowances R
CIDB Class of construction works, if applicable	Contract amount R
Contract amount expressed in millions of Rand R m ①	
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ②	
Minimum contract skills development goal which the contractor is required to achieve (Gmin)	
= ① x ② = X = hours	
I intend achieving the CSDG as follows:	
<input type="checkbox"/> Method 1: structured work experience learning component opportunities towards a part or a full occupational qualification	..... hours
<input type="checkbox"/> Method 2: structured work experience learning opportunities for apprentices or other artisan learners	..... hours
<input type="checkbox"/> Method 3: work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	..... hours
<input type="checkbox"/> Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration	..... hours
	..... hours
Total	
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.	
Signed	Date
Name	Position



Skills compliance report (tick appropriate box)		Date:						
<input type="checkbox"/> Interim report		<input type="checkbox"/> Final report						
Name of contractor:								
Contact person:		Telephone						
Address:		Cell phone						
		email						
Contract / order number:		Start date for contract / order:						
Contract title:								
Contract skills development goal (CSDG) hours								
Method 1: structured workplace experience learning component opportunities towards a part or a full occupational qualification								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Method 2: structured work experience learning component opportunities for apprentices or other artisan learners								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	



Method 3: work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students

Employed by contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	

Employed by sub-contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours

Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration

Employed by contractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

Employed by subcontractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

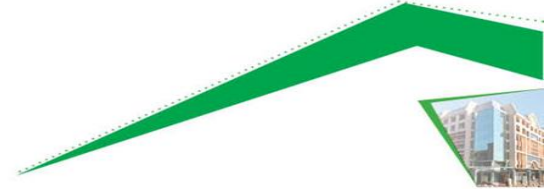
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

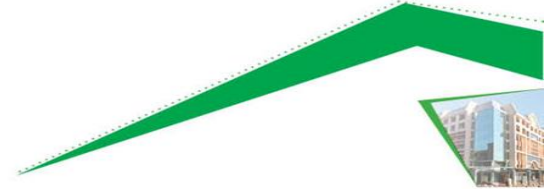
Date

Name

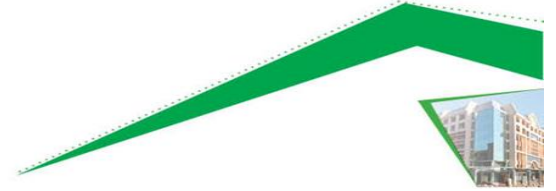
Position



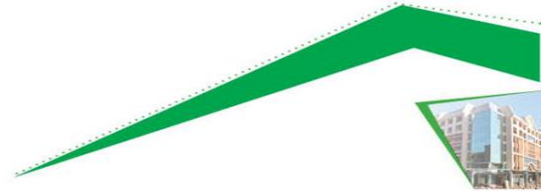
PRERILIMINARIES



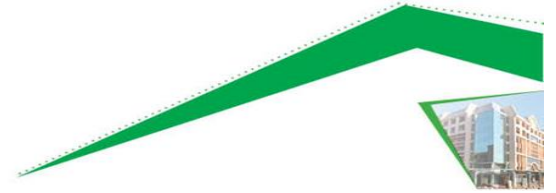
ITEM No	DESCRIPTION	A-QTY	AMOUNT
	SECTION NO. 1		
	PRELIMINARIES		
	"The JBCC Preliminaries, May 2018 edition 6.2 for use with the JBCC Principal Building Agreement Edition 6.2, May 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable"."		
	PRICING OF PRELIMINARIES		
	Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.		
	Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.		
	SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT		
	DEFINITIONS		
1	A1 DEFINITIONS AND INTERPRETATION		
	Clause 1.0		
	Clause 1.1 Definition of " Commencement Date " is added:		
	" Commencement Date " means the date that the agreement , made in terms of the Form of Offer and Acceptance, come into effect		
	Carried Forward		



3	A3 DOCUMENTS		
	Clause 3.0		
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"		
	Clause 3.7 is amended by the addition of the following:		
	The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the Site , to which the employer , principal agent and agents shall have access at all times.		
	Clause 3.10 is amended by preplacing the second reference to " principal agent " with the word " employer "		
	Fixed: _____ Value related: _____ Time related: _____	Item	
4	A4 DESIGN RESPONSIBILITY		
	Clause 4.0		
	Clause 4.3 is amended by replacing it with the following:		
	No clause		
	Fixed: _____ Value related: _____ Time related: _____	Item	
5	A5 EMPLOYER'S AGENTS		
	Clause 5.0		
	Clause 5.1.2 is amended to include clauses 32.6.3, 34.3 and 34.4 and 38.5.8		
	Fixed: _____ Value related: _____ Time related: _____	Item	
6	A6 SITE REPRESENTATIVE		
	Clause 6.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



(b)	<p>The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent to loss of or damage to moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reasons of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable</p>			
(c)	<p>The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his cost and in default thereof the employer shall be entitled to cause it to be made good and recover the cost thereof from the contractor or to deduct the same from amounts due to contractor.</p>			
(d)	<p>The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p>			
(e)	<p>Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p>			
(f)	<p>The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.</p>			
	<p>10.7 High Risk Insurance</p>			
	<p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p>			
	<p style="text-align: right;">Carried Forward</p>			



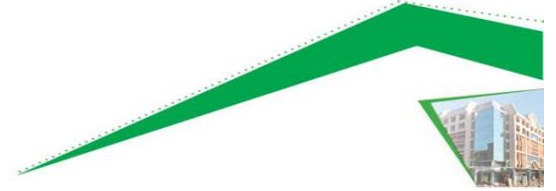
	<p>10.7.1 Damage to the works</p>			
	<p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p>			
	<p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.</p>			
	<p>10.7.2 Injury to persons or loss of or damage to property</p>			
	<p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p>			
	<p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the</p>			
	<p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so.</p>			
	<p style="text-align: right;">Carried Forward</p>			



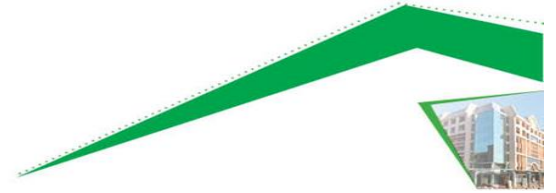
	<p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one</p>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
11	A11 LIABILITY INSURANCES		
	Clause 11.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	EXECUTION		
12	A12 EFFECTING INSURANCES		
	Clause 12.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
13	A13.0 No clause	N/A	
14	A14 SECURITY		
	Clause 14.0		
	Clause 14.1 - 14.8 are amended by replacing them with the following		
	14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five percent (5%) of the value certified in the payment certificate (excluding		
	Carried Forward		



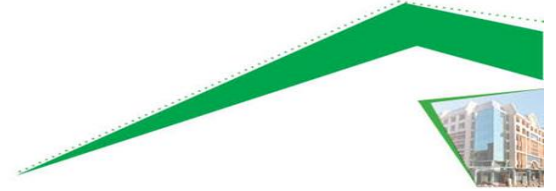
<p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p>			
<p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p>			
<p>14.2 In respect of contract with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6 or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calender days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with selected security within twenty-one (21) calender days from commencement date, the security in terms of 14.7 shall be deemed to have been</p>			
<p>14.3 Where security as a cash deposit of ten percent (10%) of the contract sum (excluding VAT) has been selected.</p>			
<p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within twenty-one (21) calender days from commencement date</p>			
<p>14.3.2 Within twenty-one (21) calender days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three (3%) of the contract value (excluding VAT), and refund the balnce to the contractor</p>			
<p>14.3.3 Within twenty-one (21) calender days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one (1%) of the contract value (excluding VAT), and refund the balnce to the contractor</p>			
<p style="text-align: right;">Carried Forward</p>			



	<p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p>			
	<p>14.3.5 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer`s entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p>			
	<p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p>			
	<p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p>			
	<p>14.4.1 The contractor shall furnish the employer with a variable construction guarantee equal in value to ten percent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p>			
	<p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the variable construction guarantee form included in the invitation to tender</p>			
	<p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p>			
	<p>14.4.4 Where the employer has the rights of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p>			
	<p>14.5 Where security as a fixed construction guarantee of five percent (5%) of the contract sum (excluding VAT) and a five percent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p>			
	<p>Carried Forward</p>			



<p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to the five percent (5%) of the contract sum (excluding VAT)</p>			
<p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of practical completion</p>			
<p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p>			
<p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p>			
<p>14.5.5 Where the employer has the rights of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p>			
<p>14.6 Where security as a cash deposit of five percent (5%) of the contract sum (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p>			
<p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five percent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p>			
<p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit total to the contractor</p>			
<p>14.6.3 The payment reduction of the certified value in a payment certificate shall be <i>mutadis mutandi</i> in terms of 31.8(A)</p>			
<p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p>			
<p style="text-align: right;">Carried Forward</p>			



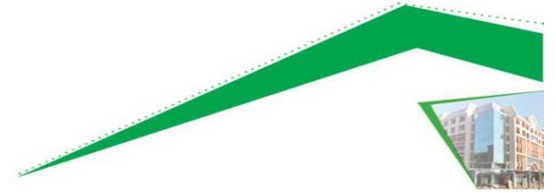
	<p>14.7 Where security as a payment reduction of ten percent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p>		
	<p>14.7.1 The payment reduction of the certified value in a payment certificate shall be <i>mutadis mutandi</i> in terms of 31.8(B)</p>		
	<p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p>		
	<p>14.8 Payment made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p>		
	<p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten percent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be</p>		
	<p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>Item</p>	
	<p><u>EXECUTION</u></p>		
<p>15</p>	<p>A15 PREPARATION FOR AND EXECUTION OF THE WORKS</p>		
	<p>Clause 15.0</p>		
	<p>Clause 15.1.1 is amended by replacing it with:</p>		
	<p>No clause</p>		
	<p>Clause 15.1.2 is amended by replacing it with:</p>		
	<p style="text-align: right;">Carried Forward</p>		



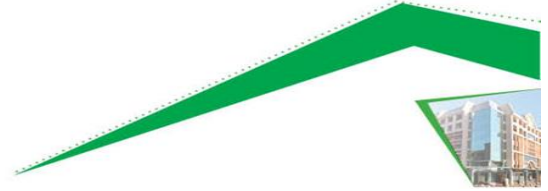
	The security selected in terms of 14.0		
	Clause 15.1 is amended by addition of the following clause:		
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date		
	Clause 15.2.1 is amended by replacing it with the following clause:		
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4		
	Fixed: _____ Value related: _____ Time related: _____	Item	
16	A16 ACCESS TO THE WORKS		
	Clause 16.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
17	A17 CONTRACT INSTRUCTIONS		
	Clause 17.0		
	Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors "		
	Fixed: _____ Value related: _____ Time related: _____	Item	
18	A18 SETTING OUT TO THE WORKS		
	Clause 18.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



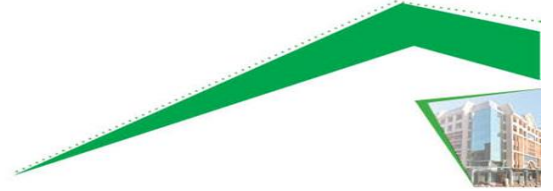
19	A19 ASSIGNMENT		
	Clause 19.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
20	A20 NOMINATED SUB-CONTRACTORS		
	Clause 20.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No clause		
	Note: See item B9.1 hererinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums.		
	Fixed: _____ Value related: _____ Time related: _____		
21	A21 SELECTED SUB-CONTRACTORS		
	Clause 21.0		
	Clause 20.1.3 is amended by replacing it with the following:		
	No clause		
	Fixed: _____ Value related: _____ Time related: _____		
22	A22 EMPLOYER'S DIRECT CONTRACTORS		
	Clause 22.0		
	Fixed: _____ Value related: _____ Time related: _____		
23	A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS		
	Clause 23.0		
	Fixed: _____ Value related: _____ Time related: _____		
	Carried Forward		



	<u>COMPLETION</u>		
24	A24 PRACTICAL COMPLETION		
	Clause 24.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
25	A25 WORKS COMPLETION		
	Clause 25.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
26	A26 FINAL COMPLETION		
	Clause 26.0		
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2		
	Fixed: _____ Value related: _____ Time related: _____	Item	
27	A27 LATENT DEFECTS LIABILITY PERIOD		
	Clause 27.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
28	A28 SECTIONAL COMPLETION		
	Clause 28.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
29	A29 REVISION OF DATE FOR PRACTICAL COMPLETION		
	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	Carried Forward		



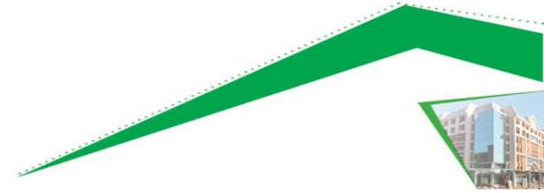
	No clause		
	Fixed: _____ Value related: _____ Time related: _____	Item	
30	A30 PENALTY FOR NON-COMPLETION		
	Clause 30.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>PAYMENT</u>		
31	A31 INTERIM PAYMENT FOR THE CONTRACTOR		
	Clause 31.0		
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"		
	Clause 31.8 is amended by replacing it with the following two alternative clauses:		
	Alternative A		
	31.8(A) Where a security is selected in terms of 14.1, 14.5 or 14.6, the value of the works in terms 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percent		
	31.8(A).1 Ninety-five percent (95%) of such value interim payment certificates issued up to the date of practical completion		
	31.8(A).2 Ninety-seven percent (97%) of such value interim payment certificates issued up to the date of practical completion and up to but excluding the date of final completion		
	31.8(A).3 Ninety-nine percent (99%) of such value interim payment certificates issued up to the date of final completion and up to but excluding the final payment certificate in terms of 34.6		
	Carried Forward		



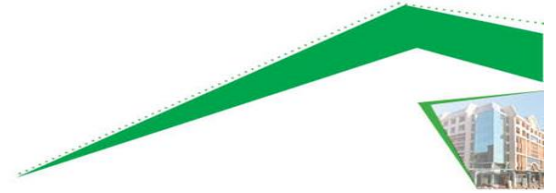
<p>31.8(A).4 One-hundred percent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>		
<p>Alternative B</p>		
<p>31.8(B) Where a security is selected in terms of 14.7 the value of the works in terms 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percent adjustments:</p>		
<p>31.8(B).1 Ninety percent (90%) of such value interim payment certificates issued up to the date of practical completion</p>		
<p>31.8(B).2 Ninety-seven percent (97%) of such value interim payment certificates issued up to the date of practical completion and up to but excluding the date of final completion</p>		
<p>31.8(B).3 Ninety-nine percent (99%) of such value interim payment certificates issued up to the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p>		
<p>31.8(B).4 One-hundred percent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>		
<p>Clause 31.12 is amended by deleting the following:</p>		
<p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p>		
<p>Fixed: _____ Value related: _____ Time related: _____</p>	<p>Item</p>	
<p style="text-align: right;">Carried Forward</p>		



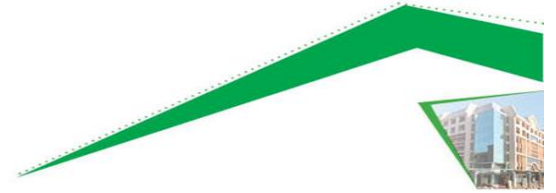
32	A32 ADJUTMENT TO THE CONTRACT VALUE		
	Clause 32.0		
	Clause 32.5.1, 32.5.4 and 32.5.7 is amended by the addition of the following at the end of the sentence:		
	"due to no fault of the contractor "		
	Fixed: _____ Value related: _____ Time related: _____	Item	
33	A33 RECOVERY OF EXPENSE AND LOSS		
	Clause 33.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
34	A34 FINAL ACCOUNT AND FINAL PAYMENT		
	Clause 34.0		
	Clause 34.1 is amended by removing "#" next to 34.1		
	Clause 34.2 is amended by inserting "#" next to 34.2		
	Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"		
	Clause 34.13 is amended by replacing "seven (7) calender days " with "twenty-one (21) calender days " and deleting the words "subject to employer giving the contractor a tax invoice for the amount due"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
35	A35 PAYMENT TO OTHER PARTIES		
	Clause 35.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



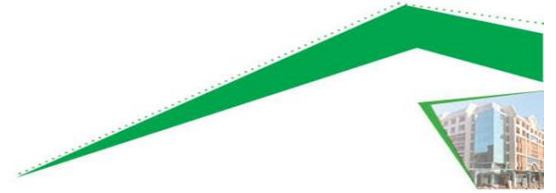
	CANCELLATION		
36	A36 CANCELLATION BY THE EMPLOYER - CONTRACTOR'S DEFAULT		
	Clause 36.0		
	Clause 36.1 is amended by addition of the following clauses:		
	36.1.3 refuses or neglects to comply strictly with any of the conditions of the contract		
	36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa		
	36.1.5 in the judgement of the employer , has engaged in corrupt or fraudulent practices in competing or in executing the contract		
	Clause 36.3 is amended by removing reference to "No clause" and replacing the words " principal agent " with " employer "		
	Clause 36.0 is amended by addition of the following clause:		
	36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor ; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever		
	Fixed: _____ Value related: _____ Time related: _____	Item	
37	A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE		
	Clause 37.0		
	Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"		
	Clause 37.0 is amended by addition of the following clause:		
	Carried Forward		



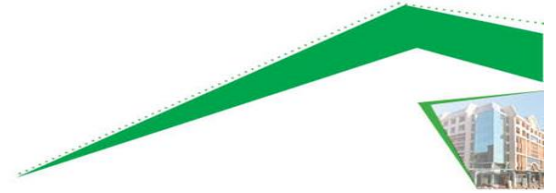
	<p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
38	<p>A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by addition of the following clause:</p>		
	<p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
39	<p>A39 CANCELLATION - CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such a report</p>		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



40	A40 DISPUTE SETTLEMENT		
	Clause 40.0		
	Clause 40.2.2 is amended by replacing "one (1) year" with (three (3) years"		
	Clause 40.6 is amended by removing the reference to:		
	No clause		
	Clause 40.7 is amended by replacing "ten (10)" with "fifteen (15)" and by the addition of the following:		
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>SUBSTITUTE PROVISIONS</u>		
41	A41 STATE CLAUSES		
	Clause 41.0		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>CONTRACT VARIABLES</u>		
	<u>THE SCHEDULE (DWPO4EC)</u>		
42	A42 PRE-TENDER INFORMATION		
	Clause 42.0		
	Tenderers are referred to the document C1.2 Contract Data DWPO4EC for variable pertaining to this contract		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



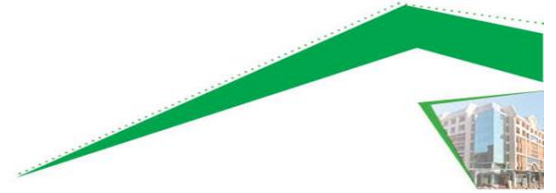
	SECTION B: JBCC PRELIMINARIES		
	B1.0 DEFINITION AND INTERPRETATION		
43	B1.1 Definitions and interpretation		
	See also clause A1.0 of section A for addition and/ or amended definitions which shall apply equally to this Section		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	B2.0 DOCUMENTS		
44	B2.1 Checking of documents		
	Fixed: _____ Value related: _____ Time related: _____	Item	
45	B2.2 Provisional bills of quantities		
	Fixed: _____ Value related: _____ Time related: _____	Item	
46	B2.3 Availability of construction documents		
	Fixed: _____ Value related: _____ Time related: _____	Item	
47	B2.4 Interests of agents		
	Fixed: _____ Value related: _____ Time related: _____	Item	
48	B2.5 Priced documents		
	Fixed: _____ Value related: _____ Time related: _____	Item	
49	B2.6 Tender submission		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (DWPO4EC)"		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	B3.0 THE SITE		
50	B3.1 Defined works area		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



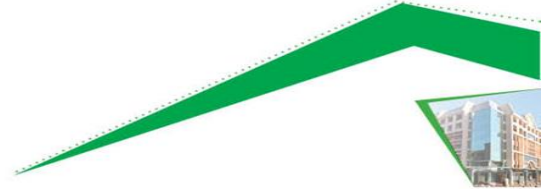
51	B3.2 Geotechnical investigation		
	Fixed: _____ Value related: _____ Time related: _____	Item	
52	B3.3 Inspection of the site		
	Tenderers shall complete the Site Inspection Certificate (DWP04EC) included in the tender documents and return it the same with the tender document		
	Fixed: _____ Value related: _____ Time related: _____	Item	
53	B3.4 Existing premises occupied		
	Fixed: _____ Value related: _____ Time related: _____	Item	
54	B3.5 Previous works - dimensional accuracy		
	Fixed: _____ Value related: _____ Time related: _____	Item	
55	B3.6 Previous works - defects		
	Fixed: _____ Value related: _____ Time related: _____	Item	
56	B3.7 Services - known		
	Fixed: _____ Value related: _____ Time related: _____	Item	
57	B3.8 Services - unknown		
	Fixed: _____ Value related: _____ Time related: _____	Item	
58	B3.9 Protection of trees		
	Fixed: _____ Value related: _____ Time related: _____	Item	
59	B3.10 Articles of value		
	Fixed: _____ Value related: _____ Time related: _____	Item	
60	B3.11 Inspection of adjoining properties		
	Fixed: _____ Value related: _____ Time related: _____	Item	
	Carried Forward		



				Brought Forward
87	B10.3	Adjustments of preminaries		
		Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "in his priced bills of quantities/ lump sum document submitted with his ender offer"		
		Fixed: _____ Value related: _____ Time related: _____		Item
88	B10.4	Payment certificate cash flow		
		Fixed: _____ Value related: _____ Time related: _____		Item
		<u>B11.0 GENERAL</u>		
89	B11.1	Protection of the works		
		Fixed: _____ Value related: _____ Time related: _____		Item
90	B11.2	Protection / isolation of existing / sectionally occupied works		
		Fixed: _____ Value related: _____ Time related: _____		Item
91	B11.3	Security of the works		
		Fixed: _____ Value related: _____ Time related: _____		Item
92	B11.4	Notice before covery works		
		Fixed: _____ Value related: _____ Time related: _____		Item
93	B11.5	Disturbance		
		Fixed: _____ Value related: _____ Time related: _____		Item
94	B11.6	Environmental disturbance		
		Fixed: _____ Value related: _____ Time related: _____		Item
				Carried Forward



				Brought Forward
95	B11.7	Works cleaning and clearing		
	Fixed: _____	Value related: _____	Time related: _____	Item
96	B11.8	Vermin		
	Fixed: _____	Value related: _____	Time related: _____	Item
97	B11.9	Overhand works		
	Fixed: _____	Value related: _____	Time related: _____	Item
98	B11.10	Instruction manuals and guarantees		
	Fixed: _____	Value related: _____	Time related: _____	Item
99	B11.11	As built information		
	Fixed: _____	Value related: _____	Time related: _____	Item
100	B11.12	Tenant installation		
	Fixed: _____	Value related: _____	Time related: _____	Item
	<u>B12.0 SCHEDULE OF VARIABLES</u>			
101	B12.1	Pre-tender information		
	Fixed: _____	Value related: _____	Time related: _____	Item
	<p>This section contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender document. Both the pre-tender and post-tender categories form part of these Preliminaries.</p>			
	<p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted.</p>			
	<p>Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets</p>			
				Carried Forward



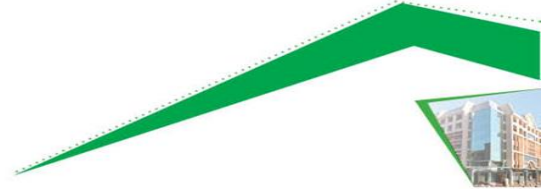
	Brought Forward	
	12.1 PRE-TENDER INFORMATION	
	12.1.1 Provisional Bills of Quantities	
	<i>[2.2] The quantities are provisional: NO</i>	
	12.1.2 Availability of construction documentation	
	<i>[2.3] Construction of documentation is complete: NO</i>	
	12.1.3 Interest of agents	
	<i>[2.4] Details: To be advised</i>	
	12.1.4 Defined works area	
	<i>[3.1] Details: Amandela, Bizana</i>	
	12.1.5 Geotechnical investigation	
	<i>[3.2] Details: NONE</i>	
	12.1.6 Existing premises occupied	
	<i>[3.4] Specific requirements: N/A</i>	
	12.1.7 Previous works - dimensional accuray	
	<i>[3.5] Details: N/A</i>	
	12.1.8 Previous works - defects	
	<i>[3.6] Details: N/A</i>	
	12.1.9 Services - Known	
	<i>[3.7] Details:</i>	
	<i>Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent.</i>	
	12.1.10 Protection of tress	
	<i>[3.9] Specific requirements:</i>	
	<i>All trees on the site outside of the position of the proposed structure must be protected</i>	
	Carried Forward	



		Brought Forward	
	12.1.11 Inspection of adjoining properties		
	<i>[3.11] Specific requirements:</i>		
	<i>The contractor must inspect adjoining properties and immediately bring to the notice of the principal agent of any consequences that may arise from the building works</i>		
	12.1.12 Enclosure of works		
	<i>[6.2] Specific requirements:</i>		
	<i>The contractor shall enclose the works as required by the Occupational Health and Safety Act.</i>		
	12.1.13 Offices		
	<i>[6.4.3] Specific requirements:</i>		
	<i>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting, and fitted with boarded floor, desks, chairs, drawing tools, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</i>		
	12.1.14 Main notice board		
	<i>[6.5] Specific requirements:</i>		
	<i>The contractor shall provide, erect where directed, maintain and remove on completion of works a notice board size 3000 x 3420mm constructed of suitable boarding with flat smooth surface and with edging bead 40mm thick all around</i>		
	<i>The board shall be securely fixed to hoarding where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted EPWP "orange" with 40mm wide white dividing lines. All wording shall be inscribed in black painted sans serif lettering (Proof to be sent to Department of Public Works for Attention Mr. Charles van der Westhuizen at 040 - 6094414).</i>		
	<i>Sub-contractors` individual boards will be allowed on the site subject to the written approval of the Representative/ Agent</i>		
		Carried Forward	



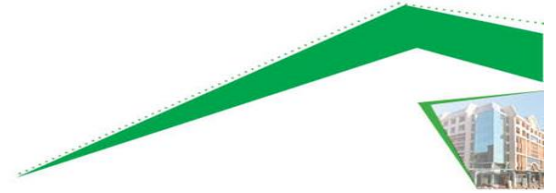
	Brought Forward	
12.1.15 Subcontractors` notice board		
[6.6] <i>Specific requirements: NO</i>		
12.1.16 Water		
[7.2] <i>Option A (by Contractor)</i>	<i>(Yes)</i>	
<i>Option B (by Employer - free of charge when available)</i>		
<i>Option C (by Employer - metered)</i>	<i>(NO)</i>	
12.1.17 Electricity		
[7.3] <i>Option A (by Contractor)</i>	<i>(Yes)</i>	
<i>Option B (by Employer - free of charge when available)</i>		
<i>Option C (by Employer - metered)</i>	<i>(NO)</i>	
12.1.18 Telecommunications		
[7.4] <i>Telephone</i>	<i>(Yes)</i>	
<i>Facsimile</i>	<i>(NO)</i>	
<i>E-mail</i>	<i>(NO)</i>	
12.1.19 Ablution facilities		
[7.5] <i>Option A (by Contractor)</i>	<i>(Yes)</i>	
<i>Option B (by Employer)</i>	<i>(NO)</i>	
12.1.20 Protection of existing / sectionally occupied works		
[11.2] <i>Protection is required (Only when existing buildings)</i>		
12.1.21 Special attendance		
[9.2] <i>Electrical sub-contractor (1) details: Site Meeting</i>		
12.1.22 Protection of works		
[11.1] <i>Specific requirements:</i>		
<i>The contractor shall protect the works for the duration of the contract.</i>		
	Carried Forward	



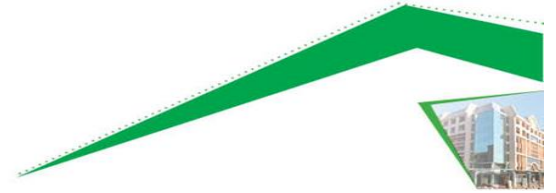
		Brought Forward	
	<p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>		
	Fixed: _____	Value related: _____	Time related: _____
			Item
105	C4 IMPORTED MATERIALS AND EQUIPMENT		
	<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (DWP23EC) to be completed by tenderer)</p>		
	<p>Notwithstanding any provisions else where regarding the adjustment of contract prices, the price of any item, material or equipment listed in this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p>		
	Fixed: _____	Value related: _____	Time related: _____
			Item
106	C5 VIEWING THE SITE IN SECURITY AREAS		
	<p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p>		
	Fixed: _____	Value related: _____	Time related: _____
			Item
107	C6 COMMENCEMENT OF WORKS IN SECURITY AREAS		
	<p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to be site may be refused and any additional costs will be for the contractor's account</p>		
	Fixed: _____	Value related: _____	Time related: _____
			Item
			Carried Forward



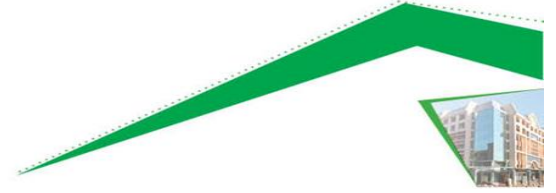
				Brought Forward
108	C7 ENTRANCE PERMIT TO SECURITY AREAS			
	As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer			
	Fixed: _____ Value related: _____ Time related: _____		Item	
109	C8 SECURITY CHECK OF PERSONNEL			
	The principal agent may require the contractor to have a personnel and workmen, or a certain number of them, security classified			
	In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/ or to any document or information relating to the works			
	Fixed: _____ Value related: _____ Time related: _____		Item	
110	C9 PROHIBITION ON TAKING OF PHOTOGRAPHS			
	In terms of article 119 of the Defence Act, 44 of 1957. It is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister			
	The same prohibition is also applicable to all correctional institutions in terms of article 44(e) of the Correctional Services Act 8 of 1959			
	Fixed: _____ Value related: _____ Time related: _____		Item	
				Carried Forward



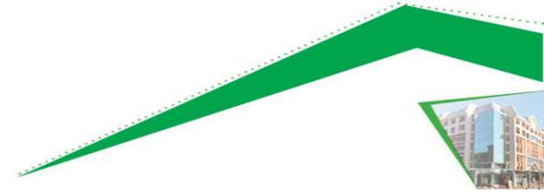
				Brought Forward
	C10 HIV/ AIDS AWARENESS			
	It is required of the contractor to thoroughly study the HIV/ AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of Bills of Quantities . Provision for pricing of HIV/ AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained			
	The contractor must take note that compliance with the HIV/ AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent , notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.			
111	C10.1 AWARENESS CHAMPION			
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/ AIDS Specification			
	Fixed: _____ Value related: _____ Time related: _____		Item	
112	C10.2 AWARENESS WORKSHOP			
	Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/ or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/ AIDS Specification			
	Fixed: _____ Value related: _____ Time related: _____		Item	
				Carried Forward



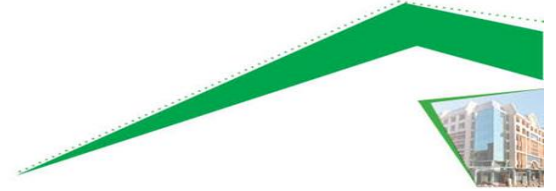
				Brought Forward
	C10	HIV/ AIDS AWARENESS		
		It is required of the contractor to thoroughly study the HIV/ AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of Bills of Quantities . Provision for pricing of HIV/ AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained		
		The contractor must take note that compliance with the HIV/ AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent , notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.		
111	C10.1	AWARENESS CHAMPION		
		Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/ AIDS Specification		
		Fixed: _____ Value related: _____ Time related: _____	Item	
112	C10.2	AWARENESS WORKSHOP		
		Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/ or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/ AIDS Specification		
		Fixed: _____ Value related: _____ Time related: _____	Item	
		Carried Forward		



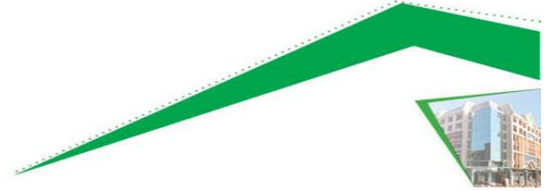
PART C2.3: BILLS OF QUANTITIES (SEE ANNEXURE 1)



Item No	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
	SILVER CROWN SOCIAL DEVELOPMENT OFFICES				
	SECTION NO 2: BUILDING WORKS				
	BILL NO.1				
	ALTERATIONS, DEMOLITIONS, ETC				
	REMOVAL OR REPAIR OF EXISTING WORK				
	<u>Hack off plaster</u>				
	<u>External plaster</u>				
	Cement plaster on brickwork:				
1	on walls	m2	563,00		
	<u>Take out and remove</u>				
2	Existing doors	No	10,00		
3	Door locks	No	10,00		
4	Wall tiles	m2	52,00		
	CARRIED TO SECTION SUMMARY				R -
	BILL NO 2				
	EARTHWORKS (PROVISIONAL)				
	<u>Site clearance, etc</u>				
1	Digging up and removing rubbish, debris, vegetation hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	4500		
	<u>Removal of trees, etc</u>				
	Cut down and remove, group up roots and fill in holes:				
2	Tree exceeding 200mm and not exceeding 500mm girth	No	10		
	CARRIED TO SECTION SUMMARY				R -



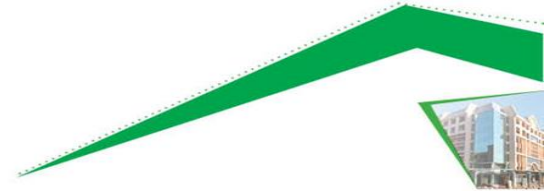
BILL NO 3					
PLASTERING					
External Plaster					
Cement plaster on brickwork:					
1	On walls	m2	563,00		
CARRIED TO SECTION SUMMARY				R	-
BILL NO 4					
PAINTWORK					
<u>High quality washable paint with at least ten years guarantee, colour similar to existing one or approved by client.</u>					
Previously painted plastered surfaces:					
<u>Surface shall be thoroughly wash down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, and finished smooth in strict accordance with manufacturer's instructions.</u>					
Previously Painted walls					
<u>Prepare and paint one coat resistant primer, one coat undercoat and two coats high sheen acrylic paint on plastered wall</u>					
1	On internal walls	m2	1581		
2	On external walls	m2	957		
3	To roof	m2	1932		
4	On boundary wall	m2	674		
CARRIED TO SECTION SUMMARY				R	-



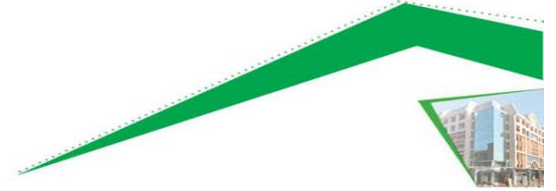
BILL NO 5					
CARPENTRY AND JOINERY					
<u>(CPAP Work Group No. 126 Unless Otherwise Stated)</u>					
<u>CARPENTRY</u>					
JOINERY					
All joinery unless otherwise specified, is to be wrot on all surfaces and prices are to include for this, including leaving clean, smooth, free from tool marks and for rounded arrises. The sizes of all timbers for joinery are to hold to the full sizes specified. Commercial veneer shall refer to veneer to be painted. South African Pine shall be referred to as Pine. -----					
<u>DOORS, ETC</u>					
1	Swartland Kayo Hollow Core Single Timber Interior Door 813 x 2032 mm	No	10,00		
CARRIED TO SECTION SUMMARY				R	-
BILL NO 6					
IRONMONGERY					
<u>(CPAP Work Group No. 132 Unless Otherwise Stated)</u>					
Note:Ironmongery is fixed to timber unless otherwise described. -----					
<u>IRONMONGERY TO DOORS, FRAMES, ETC</u>					
<u>HandlesEtc</u>					
1	ChamberValue Aluminium 4 Lever Dubai Mortice Lockset V9107/4L/FH	No	10,00		
CARRIED TO SECTION SUMMARY				R	-



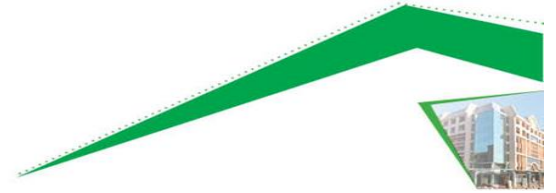
BILL No. 7					
TILING					
<u>(CPAP Work Group No. 144 Unless Otherwise Stated)</u>					
NOTE:All tiling is to be fixed with approved adhesive unless otherwise described to screeded or plastered surfaces which are elsewhere measured. All jointing is to be done with an approved grout unless otherwise described. ----- -----					
WALL TILING					
1	Wall Tile Shiny White - Size: 200 X 200mm to be replaced on existing walls	m2	52,00		
CARRIED TO SECTION SUMMARY					R -
BILL No. 8					
ROOFS					
1	Check roofs for leaks	m2	1932,00		
CARRIED TO SECTION SUMMARY					R -
JOHN X MERRIMAN YOUTH CARE CENTRE					
SECTION NO 2: BUILDING WORKS					
BILL NO.1					
ALTERATIONS, DEMOLITIONS, ETC					
Take out and Remove					
1	Timber skirting	m	20,00		
2	Existing door frame	No	2,00		
Carried Forward					R -



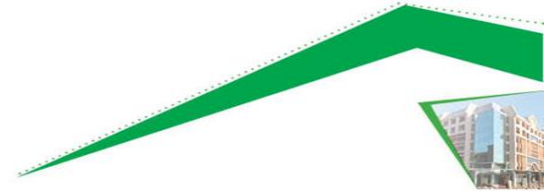
BILL NO 5				
IRONMONGERY				
Hinges, Bolts etc				
1	100X75mm brass butt hinges.	Pairs	20	
Locks ,etc				
2	Heavy duty stainless steel mortise lock series (Industrial)	No	40	
3	100mm Zinc plated pad bolt	No	5	
SUNDRY				
4	Check on all window handles, stays and casement replace missing ones and service them and leave them working properly	Item	1	
CARRIED TO SECTION SUMMARY				R -
BILL NO 6				
TILING				
Floor tiles				
1	400x400x7.5mm shiny and matt ceramic tiles laid on existing concrete floor including tylon and grout and make good finish	m2	120	
Wall tiles				
2	200x200x6mm white glazed ceramic laid on wall all around including tylon and grout	m2	5	
CARRIED TO SECTION SUMMARY				R -



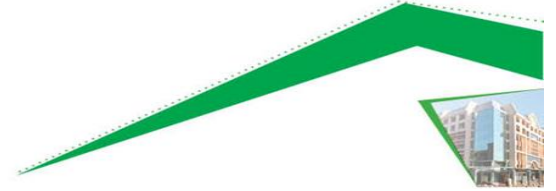
	BILL NO 7				
	PAINTWORK				
	<u>Remove all loose material and flaking by means of wire brush and wash with sugar soap, fill the cracks and sand smooth, apply one coat primer, one coat universal under coat, and two coats wall 'n All pure Acrylic PVA paint on:</u>				
1	On internal walls	m2	3220,00		
2	On external walls	m2	2200,00		
	<u>Prepare and apply one coat universal undercoat and two coats of velvagro acrylic PVA on:</u>				
3	On Ceilings and cornice	m2	120,00		
	<u>Clean down and remove loose and flaking paint, sand down timber and apply one coat primer, two coats varnish</u>				
4	On timber doors	m2	10,00		
5	On timber skirting	m	100,00		
6	On timber framing and ballustrates	m	20,00		
	<u>Clean the roof thourougly with approved chemical one coat of "Plascon" merit plaster primer and one coat universal undercoat and two coats Emulsion acrylic roof paint on:</u>				
7	On existing roof	m2	1900,00		
	CARRIED TO SECTION SUMMARY			R	-
	BILL NO 8				
	GLAZING				
	4mm obscure glass (500 x 1900mm)				
1	Panes exceeding 0,1m2 not exceeding 0,5m2	m2	10,00		
	CARRIED TO SECTION SUMMARY			R	-



HOUSE ON THE ROCK SOCIAL DEVELOPMENT OFFICES					
BILL NO.1					
ALTERATIONS					
<u>Take out and remove</u>					
1	Carpet	m2	195,00		
2	Ceramic tiles	m2	256,00		
3	Existing doors	No	20,00		
4	Door locks	No	20		
5	Wall tiles	m2	26		
<u>Hack off plaster</u>					
6	On walls	m2	180		
CARRIED TO SECTION SUMMARY					R -
BILL NO.2					
<u>PLASTERING</u>					
3:1Cement plaster self levelling screeds steel trowelled on concrete surfaces:					
1	30 mm thick on floors	m2	172		
<u>External plaster</u>					
Cement plaster on brickwork:					
2	on walls	m2	180		
CARRIED TO SECTION SUMMARY					R -



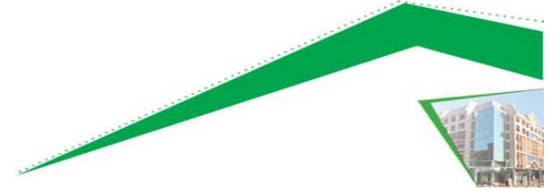
BILL NO.3					
PAINTWORK					
<u>High quality washable paint with at least ten years guarantee, colour similar to existing one or approved by client.</u>					
Previously painted plastered surfaces:					
Surface shall be thoroughly wash down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, and finished smooth in strict accordance with manufacturer's instructions.					
Previous Painted walls					
Prepare and paint one coat resistant primer, one coat undercoat and two coats high sheen acrylic paint on plastered wall:					
1	On internal walls	m2	540		
2	On external walls	m2	802		
3	On ceilings	m2	540		
CARRIED TO SECTION SUMMARY				R	-



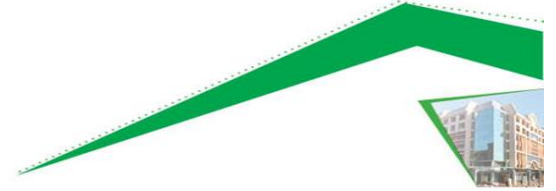
BILL NO.4					
CARPENTRY & JOINERY					
(CPAP Work Group No. 126 Unless Otherwise Stated)					
<u>CARPENTRY</u>					
<u>JOINERY</u>					
<u>DOORS, ETC</u>					
1	44 mm thick, flush single door, size 813 x 2032 mm high	No	19		
2	two panel double wooden doors-medium 1626 x 2032	No	1		
CARRIED TO SECTION SUMMARY					R -
BILL NO.5					
FLOOR COVERINGS, WALL LININGS, ETC					
Note: Floor coverings are laid on screeded surfaces and wall linings on plastered surfaces unless otherwise described. -----					
<u>FLOOR COVERINGS</u>					
<u>CARPETING</u>					
6,5mm Thick Belgotex Berber Point or other approved carpeting laid wall to wall with an approved adhesive:					
1	<u>On floors</u>	m2	195		
	Urban Flair Eco Matt Ceramic Floor Tile 600x600mm A-Grade:				
2	<u>On floors</u>	m2	256		
CARRIED TO SECTION SUMMARY					R -



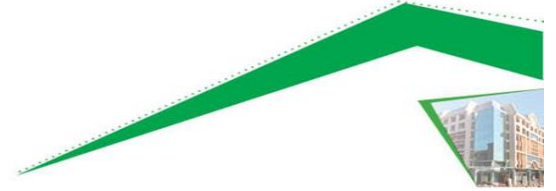
BILL NO.6					
IRONMONGERY					
<u>(CPAP Work Group No. 132 Unless Otherwise Stated)</u>					
Note:Ironmongery is fixed to timber unless otherwise described. -----					
<u>IRONMONGERY TO DOORS, FRAMES, ETC</u>					
<u>HandlesEtc</u>					
1	ChamberValue Aluminium 4 Lever Dubai Mortice Lockset V9107/4L/FH	No	20		
2	Builders butt hinge brass plated 75 mm	No	20		
CARRIED TO SECTION SUMMARY					R -
BILL NO.7					
TILING					
<u>(CPAP Work Group No. 144 Unless Otherwise Stated)</u>					
NOTE:All tiling is to be fixed with approved adhesive unless otherwise described to screeded or plastered surfaces which are elsewhere measured. All jointing is to be done with an approved grout unless otherwise described. -----					
<u>WALL TILING</u>					
1	Wall Tile Shiny White - Size: 200 X 200mm to be replaced on existing walls	m2	26		
CARRIED TO SECTION SUMMARY					R -



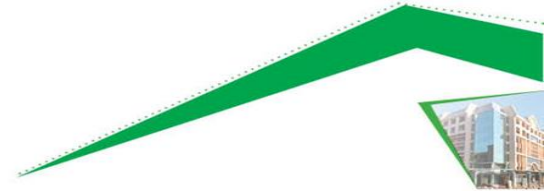
HOUSE ON THE ROCK SOCIAL DEVELOPMENT OFFICES			
SECTION NO 2: BUILDING WORKS			
BILL NO.1			
ALTERATIONS, DEMOLITIONS, ETC			
<u>Take out and Remove</u>			
1	Wall-to wall carpet floor covering	m2	20,00
2	Doors size (813x2032mm)	No	33,00
3	Strip damaged timber floor panels	m2	48,00
4	Windows size (2420x1190mm)	No	1,00
5	Aluminium window panes size 700x900mm	No	1,00
6	Damaged ceiling	m2	275,00
7	Ceramic tiles	m2	798,00
8	Timber skirting	m	350,00
9	Gutters	m	98,00
10	Kitchen cupboards	Item	1,00
11	Built in wardrobe	Item	1,00
12	Garage door	No	1,00
Demolitions:			
13	Existing IBR Profile roof covering	m2	48,00
14	Existing asbestos roof sheets	m2	40,00
CARRIED TO SECTION SUMMARY			R -



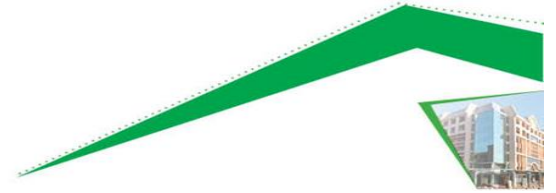
BILL NO.2				
<u>ROOF COVERING</u>				
<u>0,60mm Z275 Galvanised colour one side IBR Profile roof sheeting and accessories fixed to timber purlins or rails in single lengths all strict accordance with the manufacturers instruction</u>				
1	On roof covering	m2	88,00	
CARRIED TO SECTION SUMMARY				R -
BILL NO.3				
<u>CARPENTRY AND JOINERY</u>				
<u>Eaves and Verges</u>				
1	15x225mm Fibre cement fascia board including PVC H-profile jointing strips	m	20	
<u>Doors, etc</u>				
<u>Meranti framed ledged braced door with polywood back and weather board fixed with brass screws</u>				
2	44mm Door size (813x2032mm) high	No	3	
<u>Semi solid flush door with hardboard covering on both sides with hardwood jointed stiles</u>				
3	40mm Flush door size (813x2032mm) high.	No	30	
<u>Skirtings (Wrot Meranti)</u>				
4	19x76mm skirting countersunk screwed and plugged to wall including quadrant bead planted on	m	350	
5	Supply and fit timber panels laid on timber members to floors	m2	48	
Carried Forward				R -



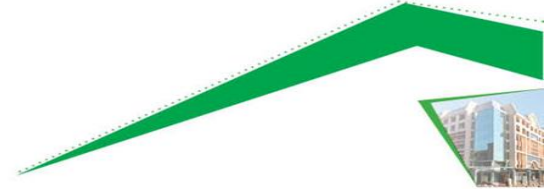
	Brought Forward				R	-
3	Supply and fit new galvanised roller garage door including necessary steel frame and fitments with two keys and leave them working properly (Bronze) size 2400x2400mm	No	1,00			
	CARRIED TO SECTION SUMMARY				R	-
	<u>BILL NO.9</u>					
	<u>TILING</u>					
	<u>Floor tiles</u>					
1	400x400x7,5mm shiny and matt ceramic tiles laid on existing concrete floor including tylon and grout and make good finish	m2	798,00			
	<u>Wall tiles</u>					
2	200x200x6mm white glazed ceramic laid on wall all around including tylon and grout	m2	86,00			
	CARRIED TO SECTION SUMMARY				R	-
	<u>BILL NO.10</u>					
	<u>PAINTWORK</u>					
	<u>Remove all loose material and flaking by means of wire brush and wash with sugar soap, fill the cracks and sand smooth, apply one coat primer, one coat universal under coat, and two coats wall 'n All pure Acrylic PVA paint on:</u>					
1	On internal walls	m2	1058,00			
2	On fibre cement fascia board	m2	572,00			
	Carried Forward				R	-



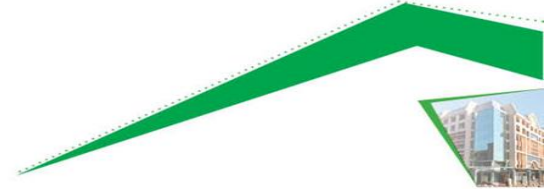
	Brought Forward			R	-
	<u>Prepare and apply one coat universal undercoat and two coats of velvagro acrylic PVA on:</u>				
3	Cladit ceiling and cornice	m2	1113,00		
	<u>PAINT ON METAL</u>				
	<u>Remove all loose material and flaking by means of wire brush and wash with sugar soap and apply metal primer, one coat of universal undercoat and two coats enamel paint on:</u>				
4	Steel windows and burglar bars (both sides)	m	12,00		
	<u>Clean down and remove loose and flaking paint, sand down timber and apply one coat primer, two coats varnish on:</u>				
5	On timber doors	m2	111,00		
6	On timber skirting	m	358,00		
7	Clean and varnish wooden floors	m2	314,00		
	NB" Measurements to be confirmed on site				
	CARRIED TO SECTION SUMMARY			R	-



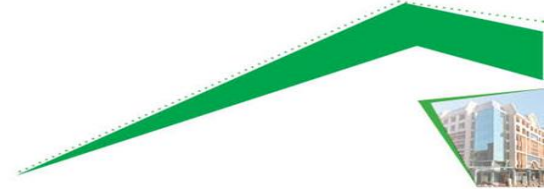
MDANTSANE NU 1 SOCIAL DEVELOPMENT OFFICES					
SECTION NO 2: BUILDING WORKS					
BILL NO.1					
ALTERATIONS, DEMOLITIONS, ETC					
REMOVAL OR REPAIR OF EXISTING WORK					
FLOORS AND FLOOR FINISHES					
<u>Taking up and removing carpet tiles</u>					
1	Tiles to floor	m2	278,03		
<u>Cleaning of existing floor covering by applying cleaning solution according to Architect's instruction. Suitable mechanical methods to be for removing dust, loose material, dirt and any other surface contaminants on:</u>					
2	Vinyl floor covering	m2	233,10		
3	Coved vinyl skirting not exceeding 100mm high	m	161,12		
4	Ceramic tiles to floor	m2	36,23		
BRICKWORK AND WALL FINISHES					
<u>Cleaning of existing face brick walls by using a wooden scraper and stiff fibre brush and applying cleaning solution according to Architect's instruction. Brickwork to be thoroughly wetted and rinsed thoroughly with clean water where chemicals are applied. Clean by using high pressure water jet and suitable mechanical methods to remove loose and unsound substrate material, dirt, bleach, algae/fungi residues and any other surface contaminants including the removal of any plant growth</u>					
Carried Forward					R -



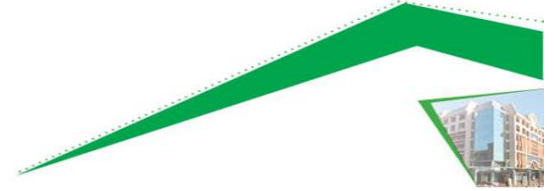
	Brought Forward				R	-
5	Face brick walls	m2	232,20			
	<u>Repairing cracks in walls</u>					
6	Carefully opening crack in existing half brick wall, preparing, filling and sealing with epoxy filling and finishing off flush to adjacent finishes, including stitching into mortar joints across crack.	m	5,00			
	<u>GLAZING</u>					
	<u>Taking out/off and removing glass and mirrors</u>					
7	Glass from steel window frames, including cleaning out rebates and preparing for new glass (elsewhere measured)	m2	1,54			
	<u>CEILING AND PARTITIONS</u>					
	<u>Taking down and removing ceilings, panelling, partitions, etc</u>					
8	Gypsum plaster board or fibre cement ceiling boards including cornices, bandering, insulation, etc.	m2	4,00			
	<u>ROOF SUNDRIES</u>					
	<u>Check existing roof coverings for damage and defects including repair work where required to leave roof completely weatherproof and watertight</u>					
	<u>complete as per instruction by the Principal Agent:</u>					
9	Existing tiled roof	m2	529,00			
	Carried Forward				R	-



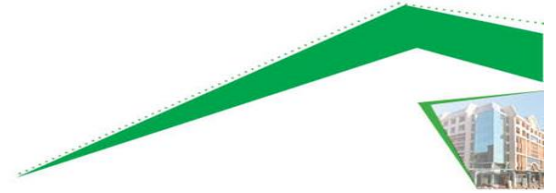
					R	-
	Brought Forward					
	<u>RAINWATER GOODS</u>					
	<u>Taking down and removing fascia boards, barge boards, gutters, downpipes etc.</u>					
10	PVC gutter including bends and stop ends complete	m	136,55			
11	PVC downpipe complete	m	36,00			
	CARRIED TO SECTION SUMMARY				R	-
	<u>BILL NO 2</u>					
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>					
	<u>NAILED UP CEILINGS</u>					
	<u>6,4mm Gypsum plasterboard ceiling with pre-painted cover strips</u>					
1	Ceilings including 38 x 50mm sawn pine branderling at 400mm "H" profile centres	m2	4,00			
	CARRIED TO SECTION SUMMARY				R	-
	<u>BILL NO 3</u>					
	<u>FLOOR COVERINGS, PLASTIC LININGS, ETC</u>					
	<u>VINYL FLOOR COVERINGS, WALL LININGS, ETC.</u>					
	<u>2mm Thick welded Floorwox Superflex, or equal approved, semi flexible vinyl floor sheeting to match and join existing laid in strict accordance with the manufacturer's instructions including all welded joints, etc.</u>					
1	On smooth screeded floors	m2	278,03			
	Carried Forward				R	-



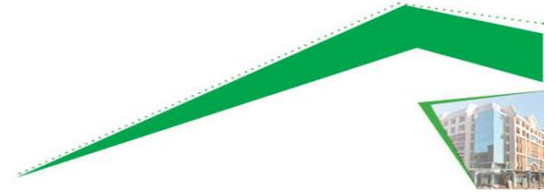
	Brought Forward				R	-
2	Cove fillet skirting 100mm high including capping str	m	181,62			
	<u>POLISH, SEALERS, ETC</u>					
	<u>Clean by stripping and sealing and apply three coats water based copolymer emulsion or other approved sealer and high quality "high gloss" finish complete applied as per manufacturer's specification:</u>					
2	On vinyl flooring.	m2	278,09			
3	Coved vinyl skirting 100m high	m	181,62			
	CARRIED TO SECTION SUMMARY				R	-
	<u>BILL NO 4</u>					
	<u>IRONMONGERY</u>					
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 and PW 371A Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities					
	<u>LOCKS</u>					
	Chrome finished, 'Yale' or similar approved three lever mortice lockset complete with stainless steel backplate with aluminium handle, galvanized lock case with zinc deadbolt and latchbolt and escutcheon (keyhole type)	No	1			
2	Stainless steel 'Dormakaba' floor mounted door stop (Code: DDS-SS-017), or similar approved.	No	1			
	CARRIED TO SECTION SUMMARY				R	-



BILL NO 5					
GLAZING					
GLAZING TO STEEL WITH PUTTY					
6mm Clear float glass					
1	Panes not exceeding 0,1m2	m2	1,54		
CARRIED TO SECTION SUMMARY				R	-
BILL NO 6					
PAINTWORK					
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill.					
Tenderers are advised to study the Department of Public Works - Construction Works: General Specification (PW371-A) and Construction Works: Particular Specification (PW371-B) before pricing this bill.					
PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK					
ON INTERNAL FLOATED PLASTER SURFACES					
Prepare surfaces and remove all loose material, apply two coats approved bonding liquid, one coat approved universal undercoat and two coats high quality gloss enamel paint on:					
1	Internal plastered walls.	m2	305,12		
Prepare surfaces and remove all loose material, apply two coats approved bonding liquid, one coat universal undercoat and two coats high quality gloss enamel paint on:					
2	External plastered walls.	m2	185,76		
Carried Forward				R	-



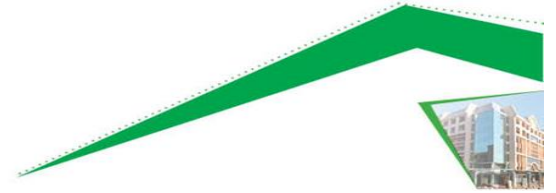
	Brought Forward				R	-
	<u>ON PLASTERBOARD SURFACES</u>					
	<u>Prepare, stop and apply one coat approved universal undercoat and two coats approved acrylic ceiling paint on:</u>					
3	Ceilings and cornices.	m2	427,63			
	<u>ON METAL SURFACES</u>					
	<u>Remove all traces of protective coating from galvanised surfaces with galvanised iron cleaner, prepare and apply one coat rust converter where necessary, one coat approved calcium plumbate primer, two coats steel primer and two coats approved epoxy enamel on:</u>					
4	Steel windows with glazing and burglar bars (measured on flat over both sides).	m2	36,45			
5	Burglar gates (measured on flat over both sides).	m2	55,03			
	<u>PAINT ON WOOD</u>					
	<u>Prepare, stop and apply one coat wood primer, one coat universal undercoat and two coats approved water based paint including sanding surface between each coat on:</u>					
6	Doors.	m2	33,04			
	CARRIED TO SECTION SUMMARY				R	-



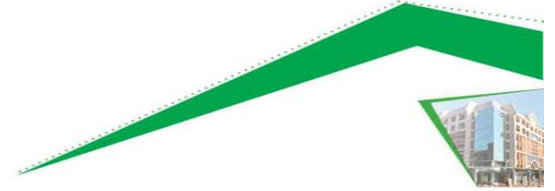
SECTION 2				
SECTION SUMMARY - BUILDING WORKS				
SILVER CROWN SOCIAL DEVELOPMENT OFFICES				
ALTERATIONS				
EARTHWORKS				
PLASTERING				
PAINTWORK				
CARPENTRY AND JOINERY				
IRONMONGERY				
TILING				
ROOF COVERINGS				
Carried to Final Summary				
JOHN X MERRIMAN YOUTH CARE CENTRE				
ALTERATIONS				
ROOF COVERINGS				
CARPENTRY AND JOINERY				
CEILINGS AND PARTITIONS				
IRONMONGERY				
TILING				
PAINTWORK				
GLAZING				
Carried to Final Summary				
HOUSE ON THE ROCK SOCIAL DEVELOPMENT OFFICES				
ALTERATIONS				



PLASTERING				
PAINTWORK				
CARPENTRY AND JOINERY				
FLOOR COVERINGS				
IRONMONGERY				
TILING				
HOUSE ON THE ROCK SOCIAL DEVELOPMENT OFFICES				
ALTERATIONS				
ROOF COVERINGS				
CARPENTRY AND JOINERY				
CEILINGS AND PARTITIONS				
IRONMONGERY				
PLASTERING				
FLOOR COVERINGS				
METALWORK				
TILING				
PAINTWORK				
Carried to Final Summary				
MDANTSANE NU 1 SOCIAL DEVELOPMENT OFFICES				
ALTERATIONS				
CEILINGS AND PARTITIONS				
FLOOR COVERINGS				
IRONMONGERY				



Item No	DESCRIPTION	UNIT	Quantity	RATE	AMOUNT
	SECTION NO 3: PROVISIONAL SUMS				
	BILL NO.1				
	PROVISIONAL SUMS, BUDGETARY ALLOWANCES, ETC				
	<u>STUDENT INTERN:</u>				
1	Provide an amount of R 156 000,00 (One Hundred And Fifty Six Thousand Rands) at R6 500/month for a period of 24 months for the appointment of a Student Intern.	Item	1,00		
	CARRIED TO SECTION SUMMARY				



C3 SCOPE OF WORK

Project Name:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Tender No:	SCMU5-26-27-0004 AMR INF

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

The Scope of works mentioned below is for all the DSD structures on site unless specified

Main Offices, Outside Buildings, Guardhouses:

- Removal of existing floor coverings to replace with new floor covering
- Removal of internal and external wall plaster & wall finishes to replace with new wall tiles and plastering
- Cleaning of face brick walls including window cills, painting, repairing wall cracks
- Servicing existing steel windows, aluminium windows, timber windows, removal and replacing of glass on steel window frames
- Removal & replacing of timber doors and frames
- Removal of ceilings & replacing with new ceilings and accessories
- Removal and replacing of roofs, servicing of existing roofs, removal and replacing of guttering
- Cleaning of drainage system
- Removal and replacing damaged fence panels
- Fixing damaged paving
- Paintwork

C3.2 METHODOLOGY OF PROJECT EXECUTION

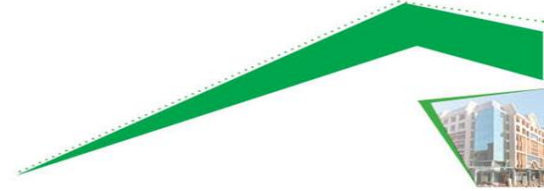
Sectional completion N/A

Contractor will be given access to all works at date of Site possession. These building shall have a programmed delayed start as set out below:

C3.3 PROJECT REVIEW

- The work is to be executed in existing DSD premises, which shall remain fully functional as per the stipulated working hours 7 days a week. Access be compromised at all.

C3.4 RESTRICTIONS AND CONSTRAINTS



- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 till 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Manager of the Local Office, in advance.
- Noise must be kept to a minimum and within acceptable levels at all times.
- Dust emanating from the work site must be controlled at all times.

C3.5 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the local office to always ensure a cohesive spirit of the project.
- The successful contractor must take into account that other contractors may be busy with construction in close proximity to the works and allowance must be made in the contractor's submission to accommodate these parties.

C3.6 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.
- Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- Identified area for site establishment shall be pointed out to prospective bidders at mandatory site inspection.
- The contractor shall be liable for security, fencing (if required), water, sewer, ablutions, electricity, etc. for the site establishment area.
- No Contractor's representatives, worker are allowed to sleep at establishment area or within the DSD local service premises

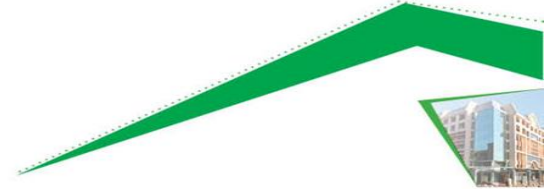
C3.7 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

C3.8 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA) and any subsequent pronounced increases for duration of contract.

C3.9 TEMPORARY WORKS



- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.10 EMPLOYER'S DESIGN

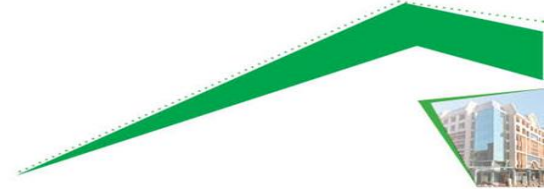
N/A

C3.11 DESIGN BRIEF

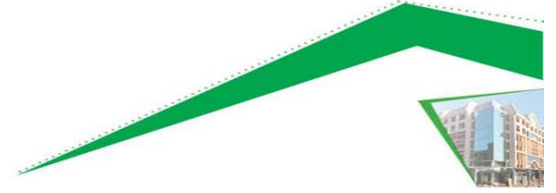
N/A

C3.12 DRAWINGS

N/A



PART C4 – SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	REHABILITATION, RENOVATIONS AND REFURBISHMENTS TO VARIOUS DSD SERVICE OFFICES CLUSTER 4 (MDANTSANE NU 1, SILVER CROWN, JOHN X MERRIMAN YCC, HOUSE ON THE ROCK)
Project Number:	SCMU5-26-27-0004 AMR INF

GENERAL

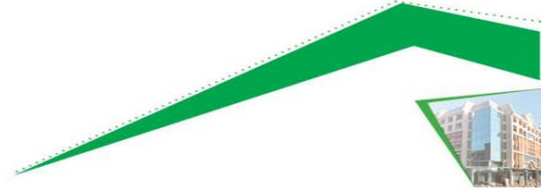
Prospective bidders to familiarize themselves with the locality, access, any other “restrictions” (Refer to *Scope of Works C3*)

The sites are located in Mdantsane NU 1, Amalinda, Cambridge, Ducketts with the following addresses:

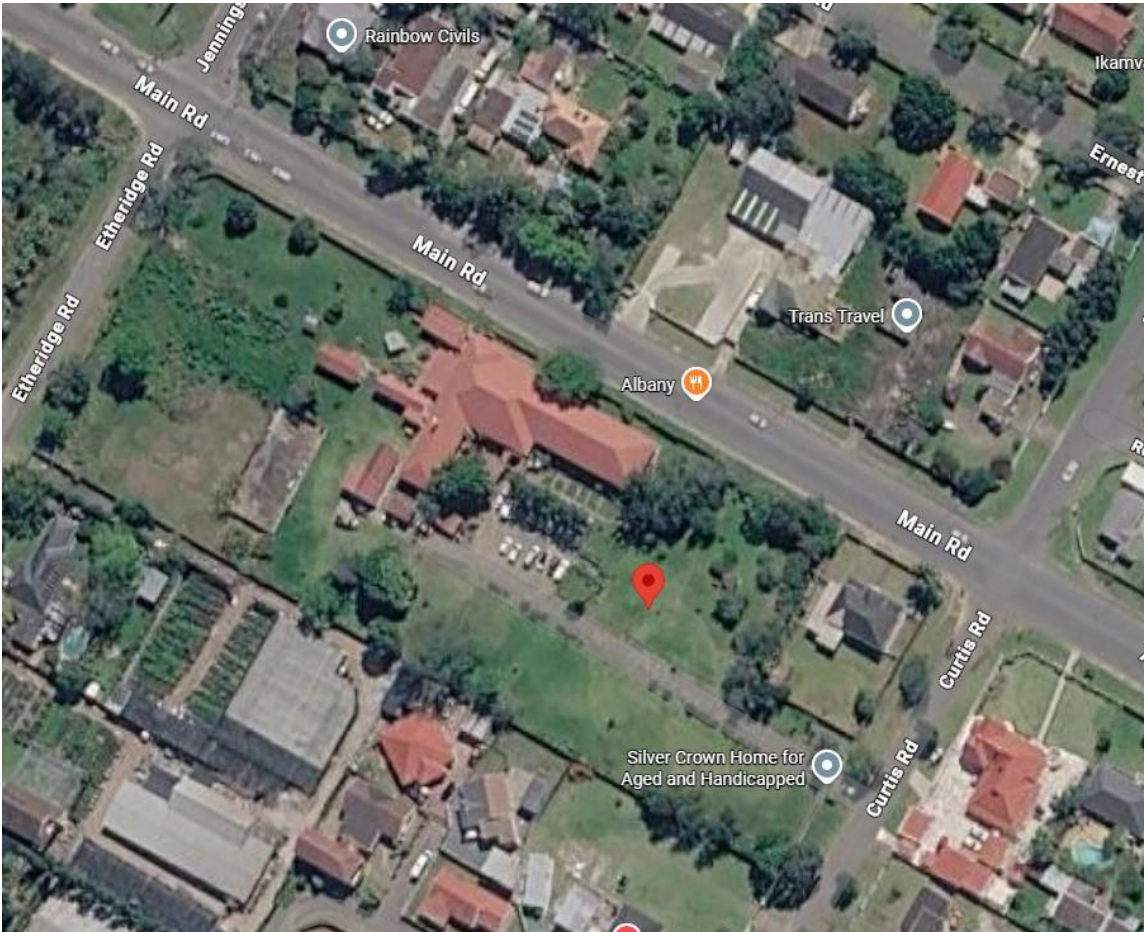
Physical Addresses:

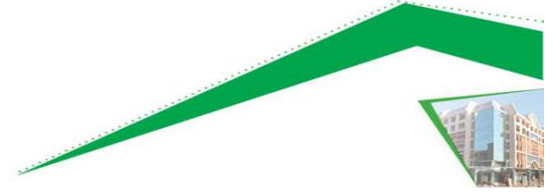
Mdantsane NU 1 – Mazaule Road, NU 1 Mdantsane with the following co-ordinates: 32°93'59.48”S, 27°76'63.09”E



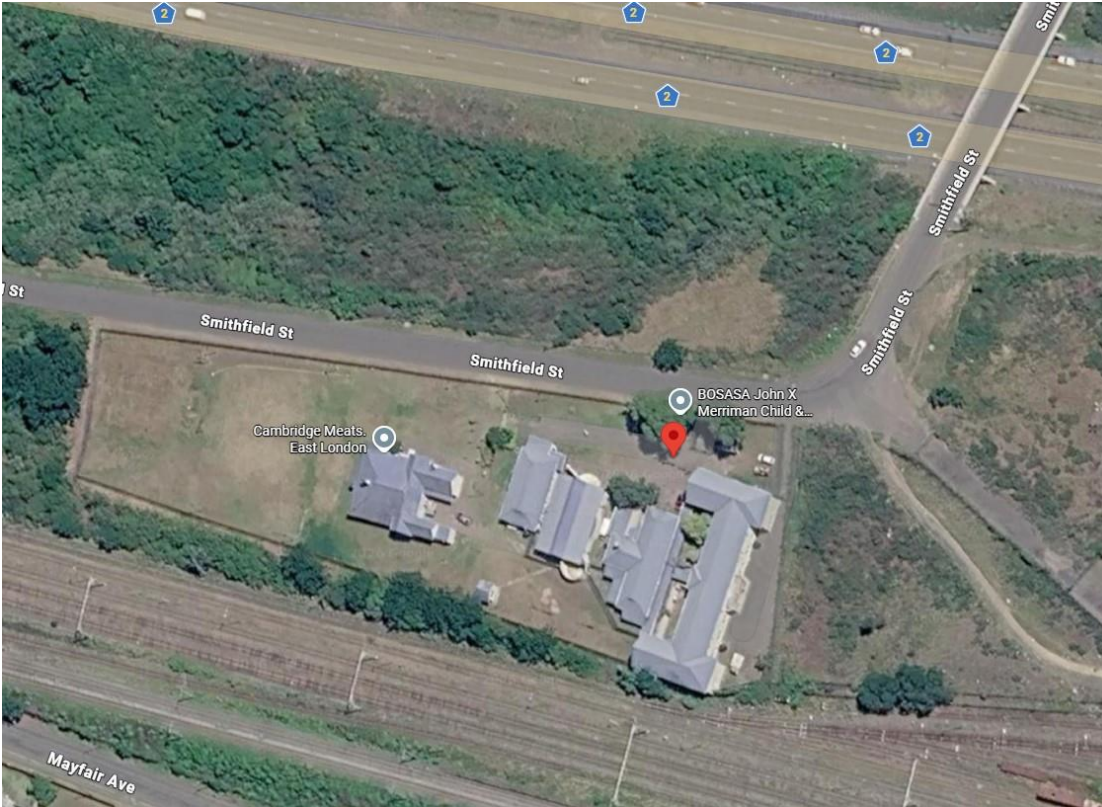


Amalinda – Corner Main Road and Curtis Road, Amalinda with the following co-ordinates: 32°98'53.31"S, 27°86'05.71"E





Cambridge – Smithfield Street, Cambridge with the following co-ordinates: 32°97'15.29"S, 27°88'45.78"E



Prospective bidders are to note that it is a condition of contract that the site shall be barricaded and secured at all times.