

TENDER

Disaster Repairs at Macibe Clinic in Centane

SCMU5-25/26-0001 AMR INF

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 18 AUGUST 2025 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



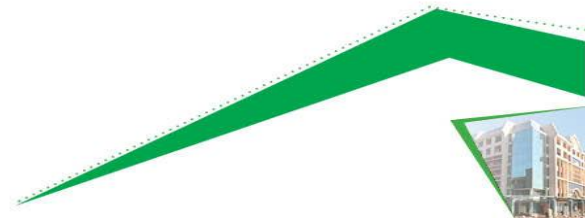
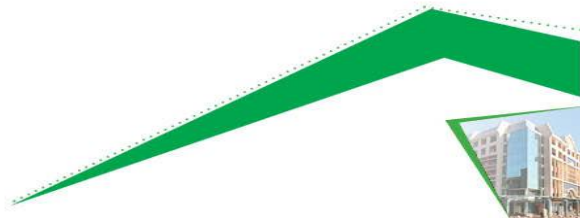
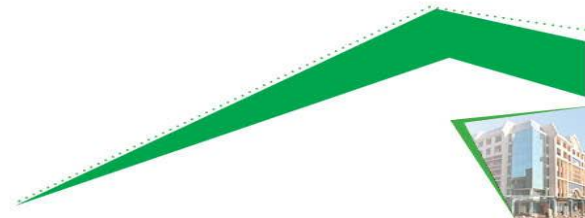


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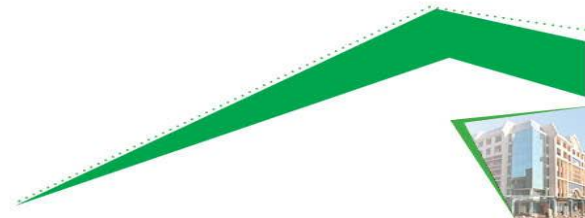
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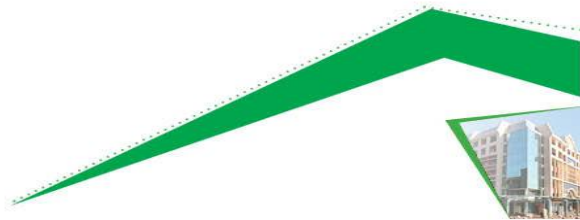
THE TENDER



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 **3GB OR Higher** in the following Class of works **General Building (GB)** to tender for the “**Disaster Repairs at Macibe Clinic in Centane**” for an **8 month** 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.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from the Eastern Cape Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Bid documents will be available on **21 July 2025**. No bid documents will be available at departmental offices.

There will be a compulsory briefing meeting on **30 JULY 2025**, at **Macibe Clinic, Centane**. Prospective bidders are to meet at **main entrance of the clinic in Centane** at **11h00**.

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 N. Sokupa – email: ntombikayise.sokupa@ecdpw.gov.za.

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **18 August 2025**. 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 “**SCMU5-25/26-0001 AMR INF**”: “**Disaster Repairs at Macibe Clinic in Centane**” 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:

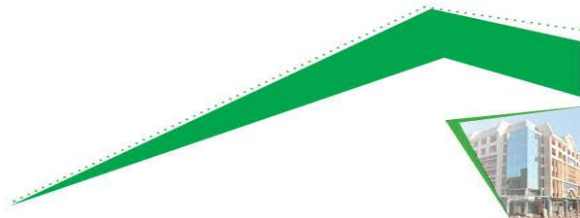
This bid will be evaluated in Two (2) phases as follows:

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

Tel No: 0437115733

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

TECHNICAL ENQUIRIES

Ms N. Sokupa

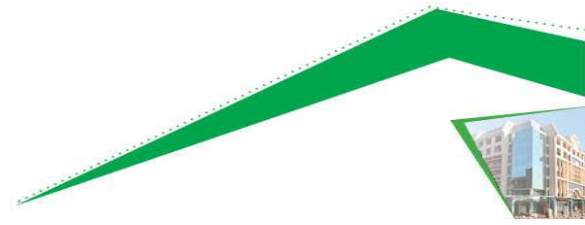
Tel No 076 200 3356

Email Address: ntombikayise.sokupai@ecdpw.gov.za.

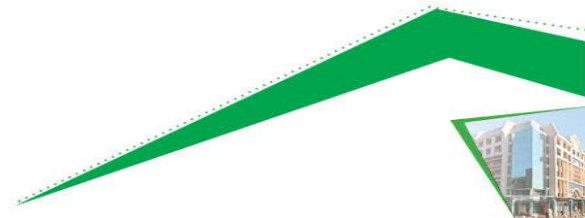
FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701





PART T1.2: TENDER DATA

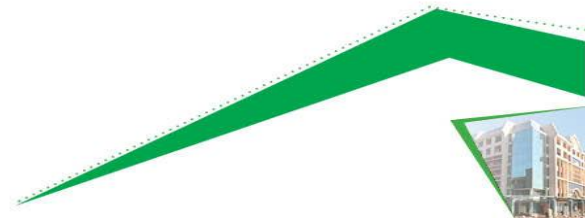


T1.2 Tender Data

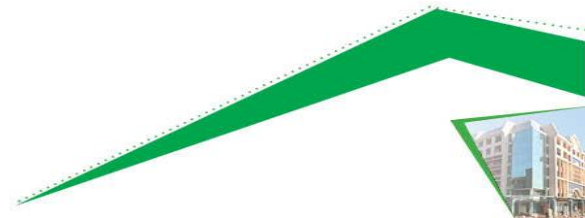
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency 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

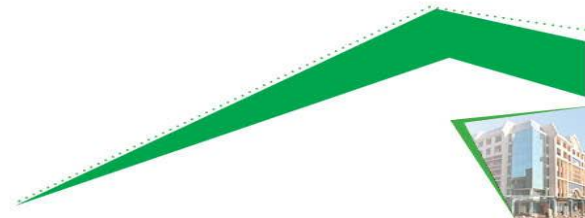
Clause number	Tender Data
3.1	The Employer is Department of Health. The policy of the employer will apply
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Ntombikayise Sokupa</p> <p>Eastern Cape Department of Public Works & Infrastructure</p> <p>Corner of Scholl and Amalinda Main Road,</p> <p>Amalinda</p> <p>East London</p> <p>Tel: 076 200 3356</p> <p>E-mail: ntombikayise.sokupa@ecdpw.gov.za</p> <p>The Employer is:</p> <p>Eastern Cape Department of Health</p> <p>Dukumbana Building,</p> <p>Independence Avenue,</p> <p>Bhisho</p>
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



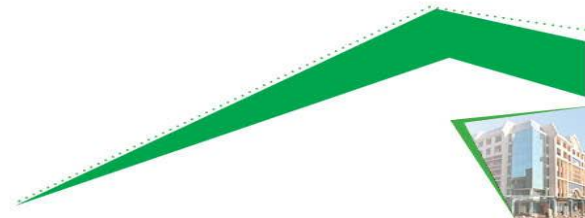
4.1	Joint Venture not allowed
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	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.
4.6	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.
4.7	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
4.8	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. N/a</i>
4.9	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.
4.10	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.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
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: <u>Department of Public Works, Amathole Regional Office</u> , Corner of Scholl and Amalinda Main Road, Amalinda at Block B Building – Reception Area, East London



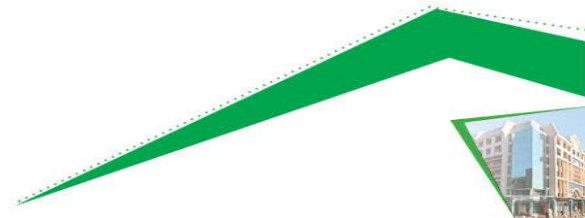
	Physical address: CORNER OF SCHOLL AND AMALINDA MAIN ROAD, AMALINDA, 5247 Identification details: SCMU5-25/26-0001 AMR INF DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE “closing time and date: 18 August 2025 at 11:00
4.13.5	<p>The tenderer is required to submit with his tender the following certificates:</p> <p>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.</p> <p>2) CIDB Grading certificate or CRS number.</p>
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	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p> <p>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.</p>
4.15.1	<p>The tender offer validity period is 120 days.</p> <p>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.</p>
4.15.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>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.</p> <p>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.</p>
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	<p>The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time.</p> <p>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. N/a</p>
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time. N/a
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	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <p>a) complies with the requirements of the standard conditions of tender in this part of SANS 10845,</p> <p>b) has been properly and fully completed and signed, and</p>



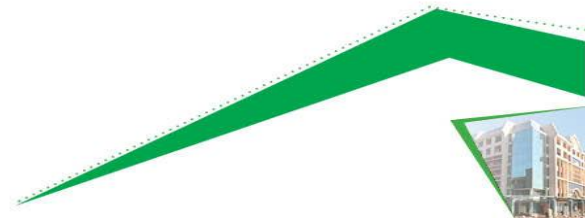
	<p>c) is responsive to the other requirements of the tender documents.</p> <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <p>d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,</p> <p>e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or</p> <p>f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>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.</p>																
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p> <p>The Department will make use of CIDB practice notes when evaluating bids with Arithmetical Errors.</p>																
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><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>a</td><td colspan="3">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></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.		
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.																
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Price and preference (80/20 system)</p>																
	<p>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</p> <p>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:</p> <ol style="list-style-type: none">1. Bid Document (This Document must be submitted in its original format)2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.3. 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).4. Bidders must be a legal entity Or partnership or consortia.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)																



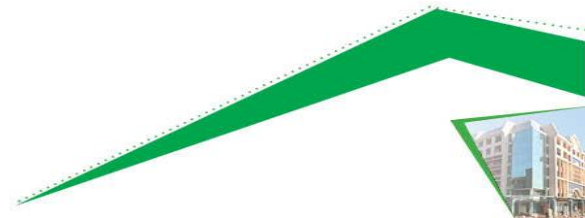
	<ol style="list-style-type: none"> Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details) .This is important for the Department to make a decision and will lead to elimination of bids. Refer to Annexure G and Annexure K The abovementioned projects must fall within CIDB requirements 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. Bidders are also required to submit signed and stamped purchase orders, signed completion certificates and signed appointment letters to complement the project references mentioned on paragraph 17 above. 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"> The bidder must be registered on the Central Supplier Database (CSD) prior the award 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. The bidder has duly completed and signed the SBD 1, and SBD 6.1. 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. The relevant designated sector: Steel Products, PVC, Concrete, and Components. The minimum threshold for local production and content: 100%. 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. 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. 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. 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. The Department may contract with the successful bidder by issuing of appointment letter or purchase order. 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. 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. DPWI Policy applies. Protection of personal information: Consent (POPIA). 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). EPWP policy will be applicable. 								
	<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"> <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>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								



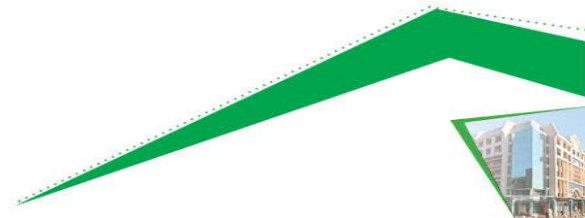
	<p>Please note:</p> <ol style="list-style-type: none"> Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies 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 Mquma Local 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: (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): The financial offer will be scored using the following formula: $A = \frac{1 - (P - P_m)}{P_m}$ The value of value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 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.</p>
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> <ol style="list-style-type: none"> 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 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. 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. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 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. the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the



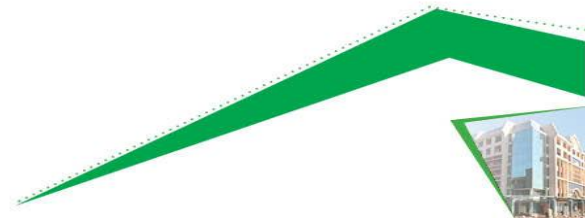
	tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	<p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract 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;</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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> <p>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.</p>
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, 6.1, Declaration of Local Production and Local Content. Protection of personal content: Consent 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.



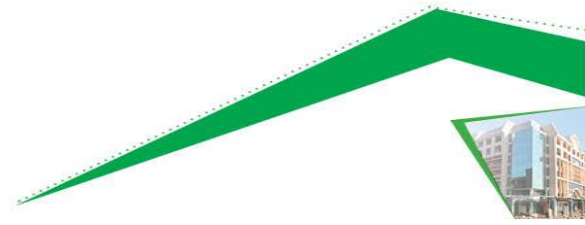
	<ul style="list-style-type: none"> • A duly completed form of Offer and Acceptance (and any revision of prices if there are any). • 3 Project reference forms and 3 completion certificates for completed works • 3 purchase orders and 3 appointment letters
4	<p>Returnable Schedules that will be used for 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 if 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)
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.</p> <p>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> <ol style="list-style-type: none"> a) a member of:- <ol style="list-style-type: none"> a any municipal council; b any provincial legislature; or c the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or



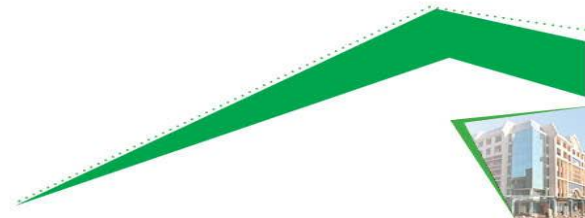
	<p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members 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> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <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. N/a</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> <ul style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) <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	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>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.</p>
17	<p>For the works as a whole:</p> <p>The duration of the contract shall be within eight 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)</p>



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

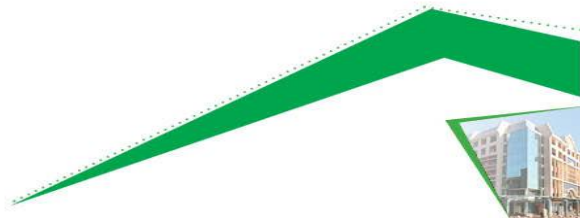
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Project References – at least 3 and their completion certificate, appointment letters and purchase orders
- 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

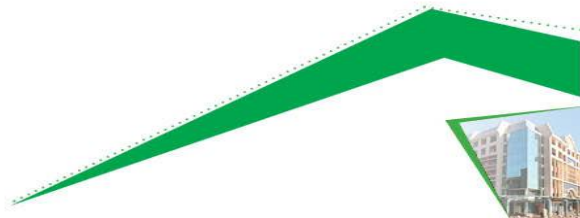


PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-25/26-0001 AMR INF	CLOSING DATE:	18 AUGUST 20255	CLOSING TIME:	11:00
DESCRIPTION:	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE				
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 Ntombikayise Sokupa	
TELEPHONE NUMBER	0437115733		TELEPHONE NUMBER	076 200 3356	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nokuthula.hlonitshwayo@ecdpcw.gov.za		E-MAIL ADDRESS	Ntombikayise.sokupa@ecdpcw.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

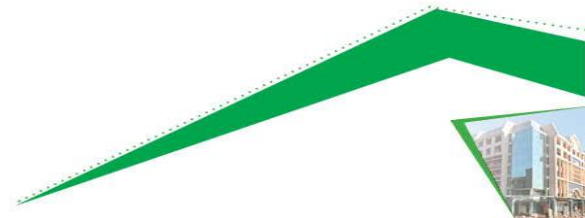
TERMS AND CONDITIONS FOR BIDDING

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:

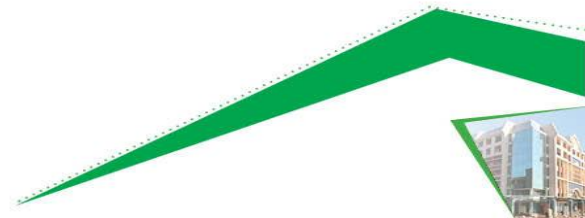
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may 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;
- 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
- 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:

.....
.....

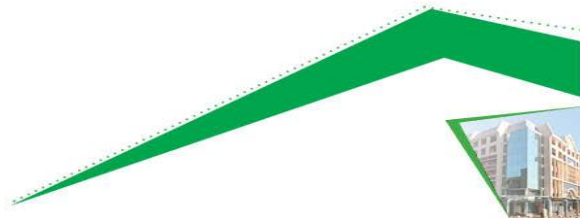
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 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.

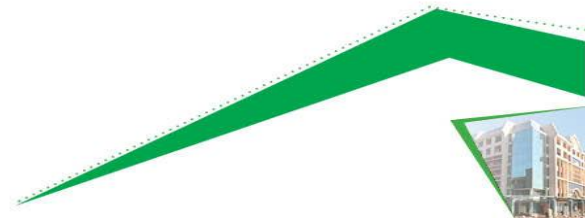
.....
Signature

.....
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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

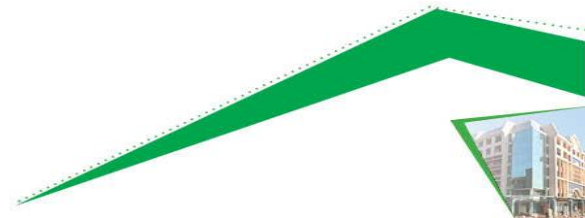
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

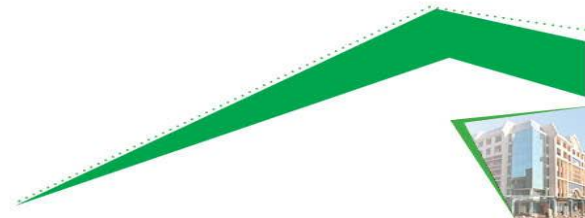
P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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:

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



Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

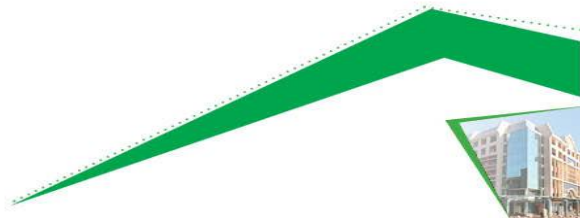
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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 Mquma Local Municipality (In-loco inspection will be conducted)	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 –

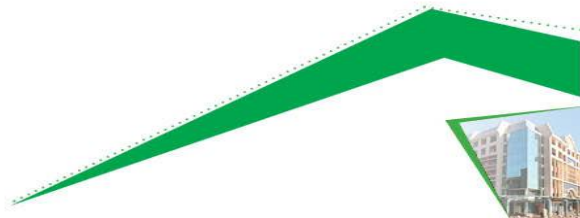
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such 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.: SCMU5-25/26-0001 AMR INF: DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE

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:

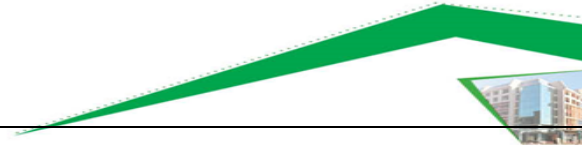
- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;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



Local Content – Declaration Summary Schedule

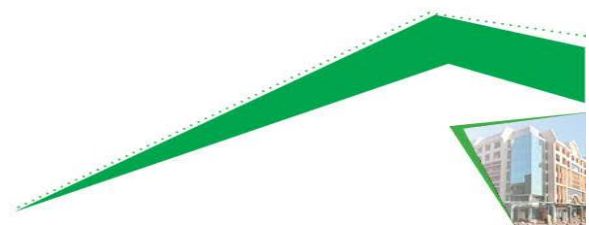
[illegible]

Signature of bidder_____

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.

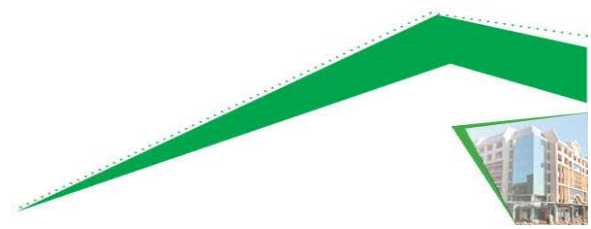
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public 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

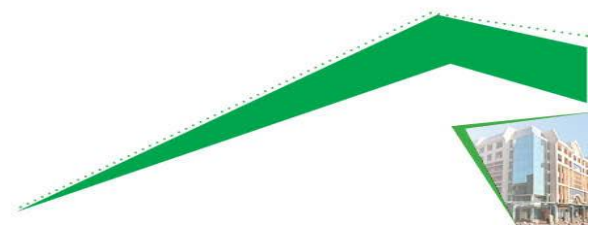
On behalf of the Client:

.....
Signature

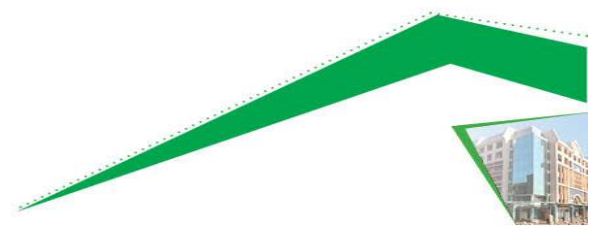
.....
Date

.....
Position

.....
Name of Client Representative

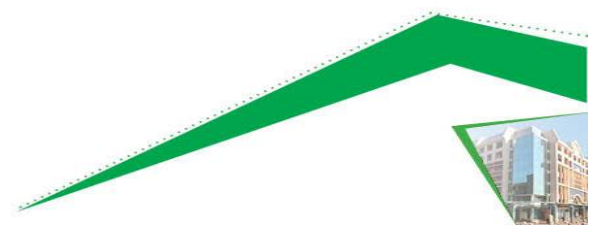


THE CONTRACT

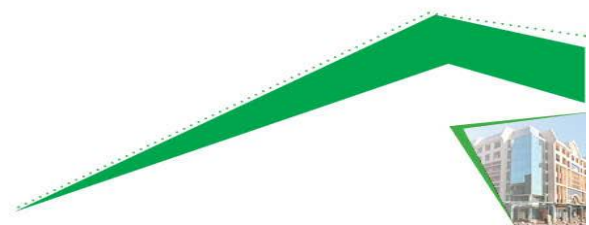


PART C1

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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
SCMU number	SCMU5-25/26-0001 AMR INF

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE

.....
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.

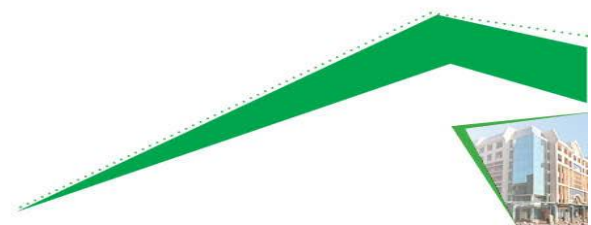
THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

..... 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

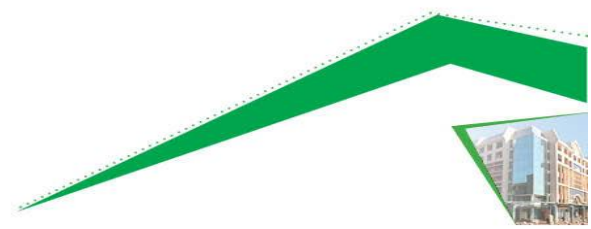
1 Subject
Details

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

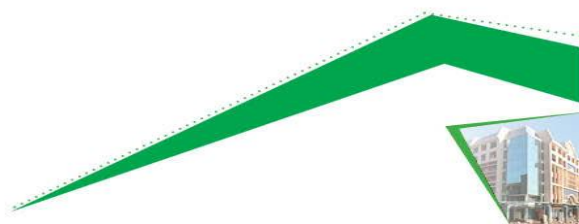


thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE		
SCMU NUMBER	SCMU5-25/26-0001 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.

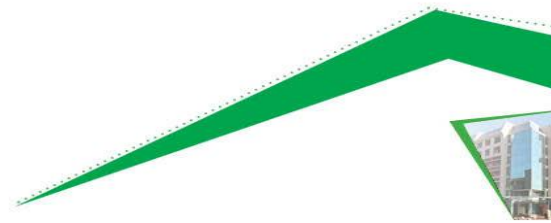
Signed

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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
SCMU NUMBER	SCMU5-25/26-0001 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

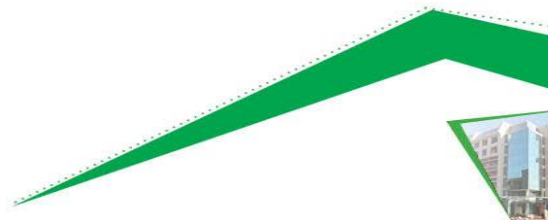
Signed

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: _____

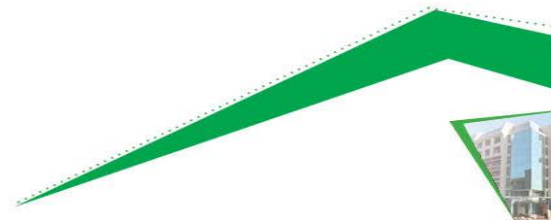
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

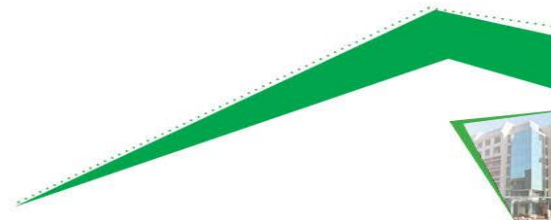
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE	
SCMU NUMBER	SCMU5-25/26-0001 AMR INF	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

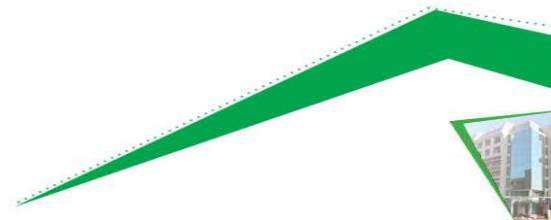


E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
SCMU NUMBER	SCMU5-25/26-0001 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

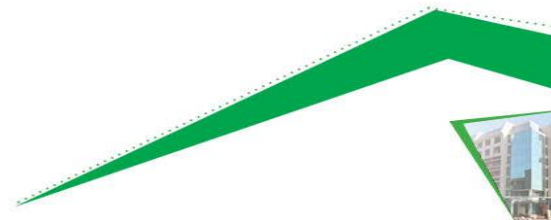
Signed

Date

Name

Position

Enterprise name



F

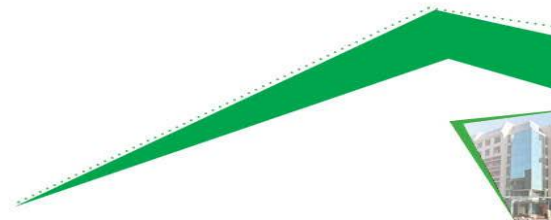
CAPACITY OF THE BIDDER

PROJECT TITLE	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
SCMU NUMBER	SCMU5-25/26-0001 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 three projects successfully completed. The information mentioned on this form must correspond with the information mentioned on Annexure k (project reference form). **Attach a Completion Certificate for each of the project provided.**

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.

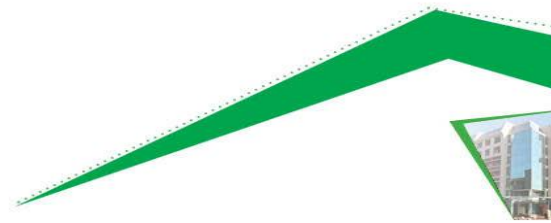
Signed.....

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

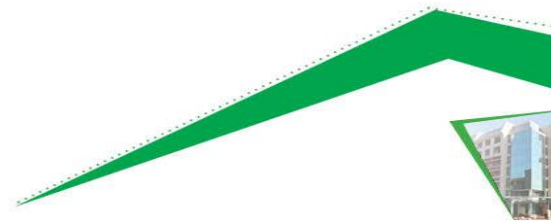
.....

.....

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

.....

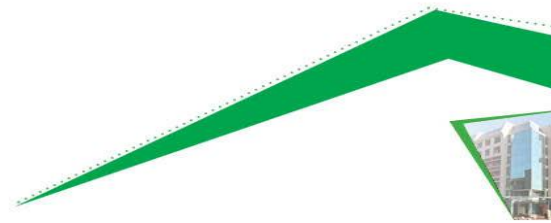
Name

Position

.....

Enterprise name

.....



K

Project Reference Forms – 1

Project title:	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
Project Number:	SCMU5-25/26-0001 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.

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:

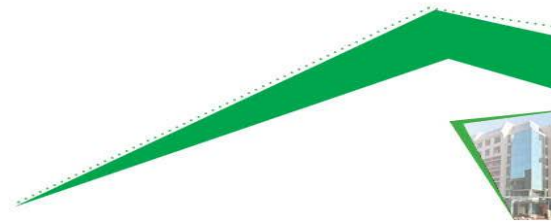
YES	NO

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

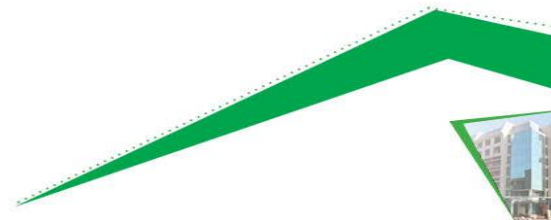
NOTE:

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:	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANI
Project Number:	SCMU5-25/26-0001 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.

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:

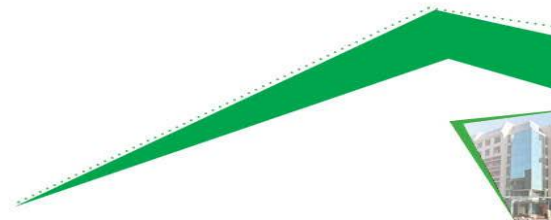
YES	NO

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:	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANI
Project Number:	SCMU5-25/26-0001 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.

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

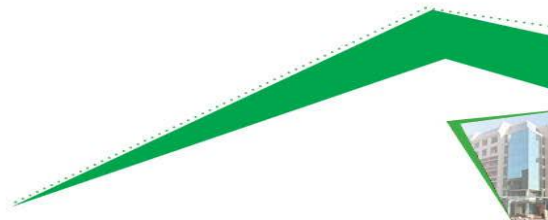
NOTE:

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

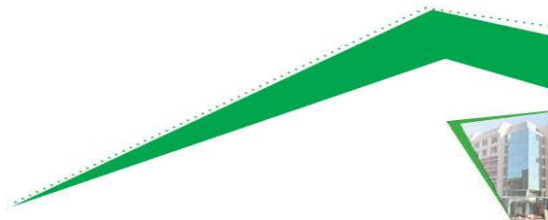
Date



BASELINE RISK ASSESSMENT

PROJECT TITLE	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANI				
SCMU NUMBER	SCMU5-25/26-0001 AMR INF				
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE					
Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Removal of existing roof (Concrete tiles)	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

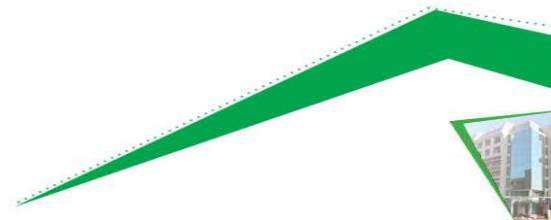
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
PROJECT DESCRIPTION (SCOPE)	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
SCMU NUMBER	SCMU5-25/26-0001 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: N/A	
2	Internal Finishes:	
2.1	Internal Wall Paint	
2.2	Ceilings	
2.3	Ceiling Finishes (Painting)	
2.4	Cornices	
2.5	Glass panes	
2.6	Doors and Ironmongery	
3	Floors	
3.1	Floor covering and finishes (skirtings, etc)	
4	Roofs	
4.1	Roof covering and finishes (gutters, etc)	



5	External Finishes:	
5.1	External Wall Finishes (Cleaning)	
6	Fittings and Furniture: N/A	
7	Services: N/A	
8	External Works: N/A	
	TOTAL	

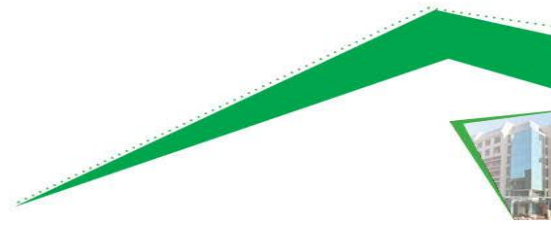
B. CONFIRMATION

1. 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.
2. 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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE
Reference number	SCMU5-25/26-0001 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	Macibe, Centani, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Mnquma 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 N. Sokupa		
E-mail	Ntombikayise.sokupa@ecdpc.gov.za.		
Mobile number	076 200 3356	Telephone number	043
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]

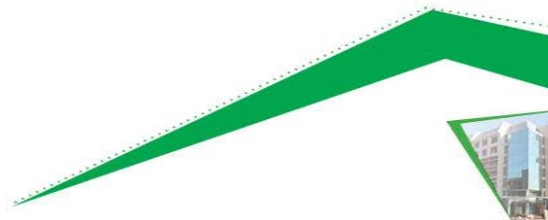
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above	ECDPWI	Contact person	Ms Ntombikayise Sokupa
Practice number	-	Telephone number	040 602 4290
		Mobile number	076 200 3356
Country	South Africa	E-mail	ntombikayise.zondani@ecdpw.gov.za
Postal address	Private Bag X13004, 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	Camagwini Twetwa
Practice number	-	Telephone number	043 711 5729
		Mobile number	071 173 7882
Country	South Africa	E-mail	Camagwini.twetwa@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

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
--	---

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]

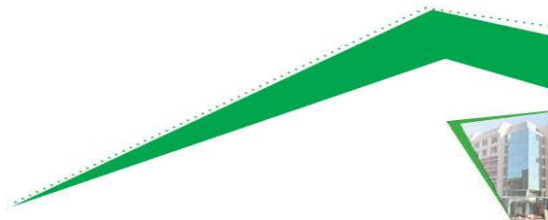
Currency applicable to this agreement [3.2]	South African Rand
---	--------------------

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



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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]

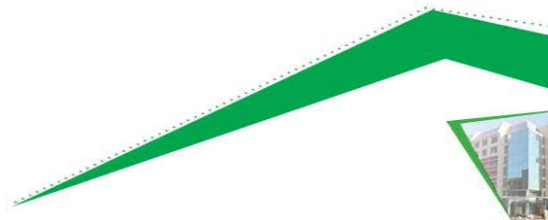
None

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			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
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

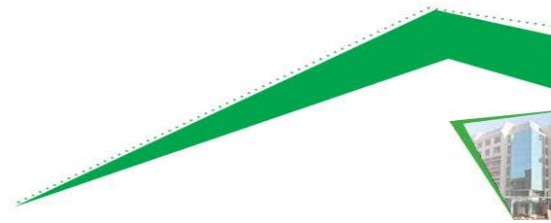
Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:		Yes		
	New works [10.1.1]		N/A	N/A



	(contract sum or amount)			
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	Macibe clinic is operational clinic and the works will take place within same premises		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	The provision of prefabricated units and renovations of the clinic is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the relevant officials of the clinic, in advance.		
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	DISASTER REPAIRS AT MACIBE CLINIC IN CENTANE

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	5 Calendar months	As per price guide

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				
------------------	--	--	--	--

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]	Fourteen (14) 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

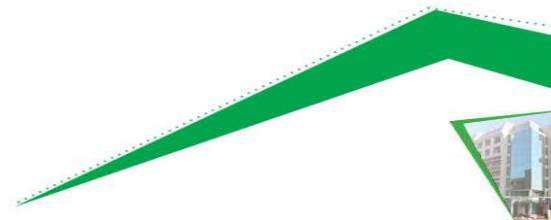
Amend 11.10 to read as follows:

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>

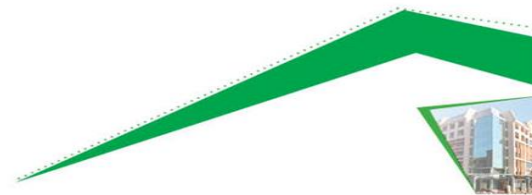


Failure to provide particulars within the period stated

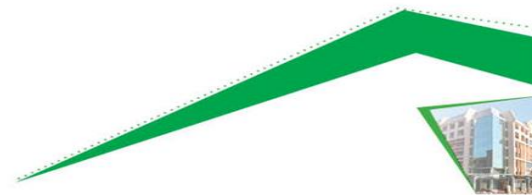
Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of 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

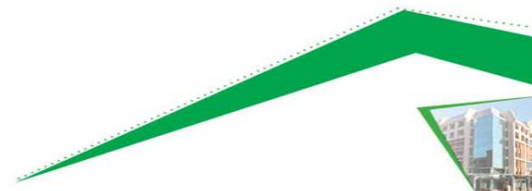
Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



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: _____

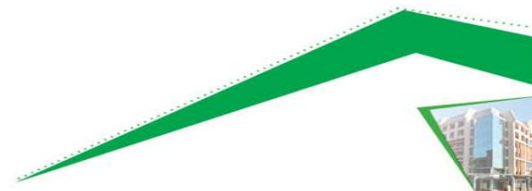
Witness: _____
 Name _____
 Address: _____

Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

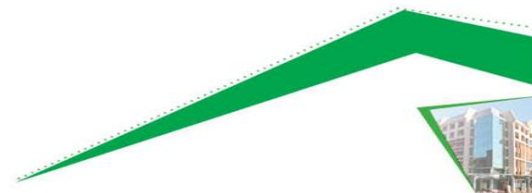
Date: _____



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



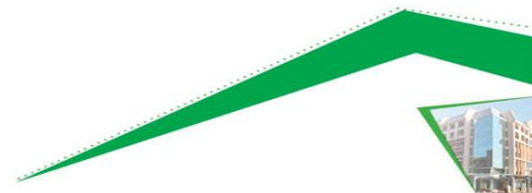
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

IN

Disaster Repairs at Macibe Clinic in Centane

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;

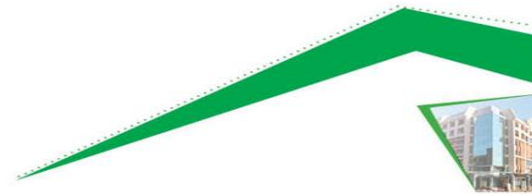
Construction work means any work in connection with –

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

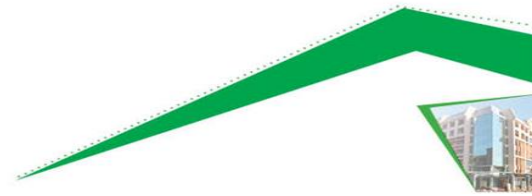
- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall 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; and
 - (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:

Clinic

- Removal of existing floor coverings to replace with vinyl floor covering
- Removal of internal 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, removal and replacing of glass on steel window frames
- Removal & replacing of timber doors with frames
- Removal of ceilings & replacing with gypsum or fibre cement
- Removal and replacing of roofs, serving of existing tiled roof, removal and replacing of guttering
- Cleaning of drainage system

9. PREPARING A HEALTH & SAFETY PLAN

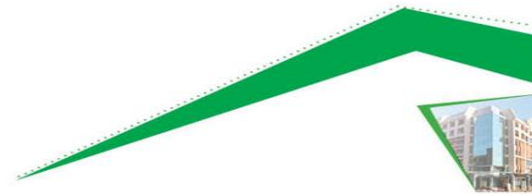
- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan



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.

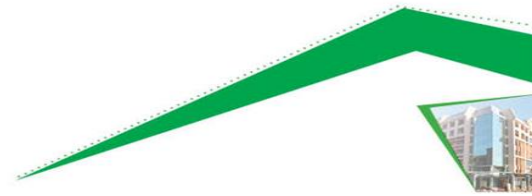


19. HEALTH AND SAFETY FILE

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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:
- (e) 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.
- (f) 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 contraction 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:



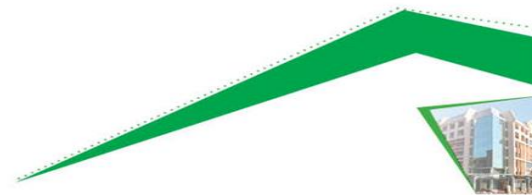
- a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;
 - proof of compliance of operational design calculations with requirements of the system design 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 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 EXTENDED PUBLIC WORKS PROGRAMME (EPWP)

Project Name	Disaster Repairs at Macibe Clinic in Centane	SCMU Number	SCMU5-25/26-0001 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.

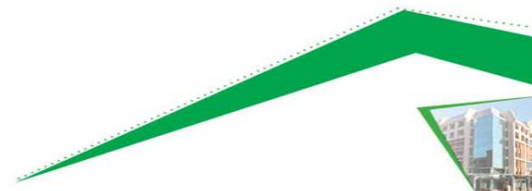
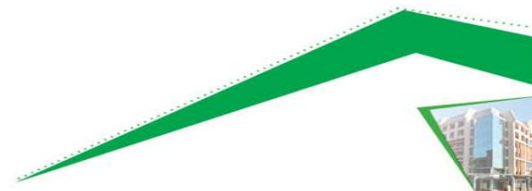


Table 1: Skills programme for supervisory and management staff

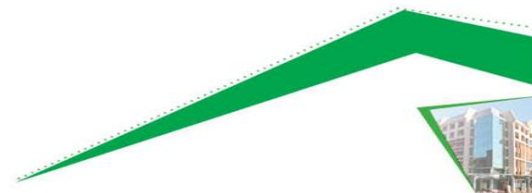
Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct 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:
- where the head of the household has less than a primary school education;
 - that have less than one full time person earning an income;
 - where subsistence-agriculture is the source of income.
 - 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:
- 55 % women;
 - 55% youth who are between the ages of 18 and 35; and
 - 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.

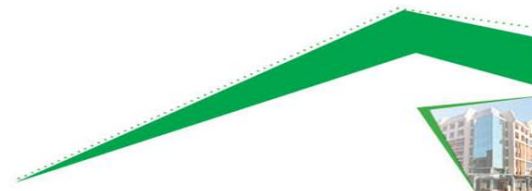


Table 1: Consistency of materials when profiled

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

- to 90% Proctor density;
- 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
- 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.

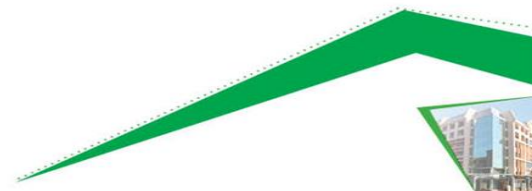
Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

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.

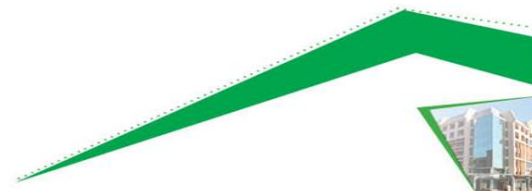


Annex A: Skills compliance plans
(Normative)

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	.....
Total	..... hours	
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	

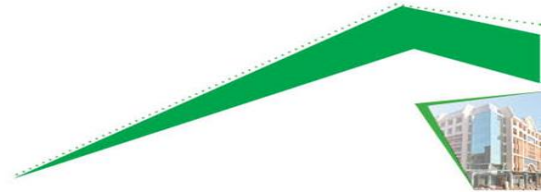
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

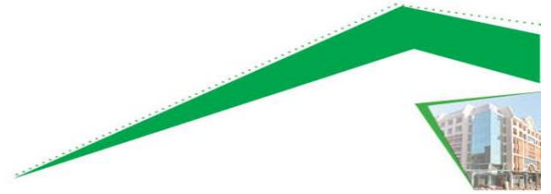
Date

Name

Position



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



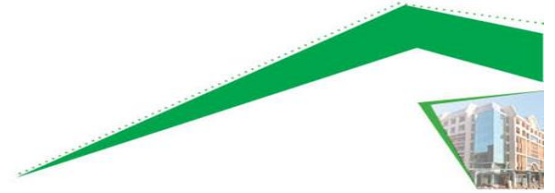
DRAWINGS (N/A)

Annotations at end of description i.e. (San005) refer to the Architect's specification attached to the back of these bills of quantities. Tenderers are advised to study the Architect's specification for the full intent and meaning of the relevant item



PART 3 - LIST OF DRAWINGS – N/A

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase.



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK

Project Name:	Disaster Repairs at Macibe Clinic in Centane
Tender No:	SCMU5-25/26-0001 AMR INF

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

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

Clinic

- Removal of existing floor coverings to replace with vinyl floor covering
- Removal of internal 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, removal and replacing of glass on steel window frames
- Removal & replacing of timber doors with frames
- Removal of ceilings & replacing with gypsum or fibre cement
- Removal and replacing of roofs, serving of existing tiled roof, removal and replacing of guttering
- Cleaning of drainage system

C3.2 METHODOLOGY OF PROJECT EXECUTION

Sectional completion N/A

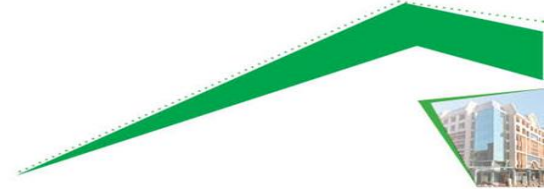
Contractor will be given access to all works at date of Site possession. These building shall have a programmed delayed start as set out below:

C3.3 PROJECT REVIEW

- The work is to be executed in an existing clinic premises, which shall remain fully functional 24 hours per day and 7 days a week. Access to the clinic must not 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 Matron/ Supervisor of the hospital, 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 and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the clinic to always ensure a cohesive spirit of co-operation
- 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 with in clinic 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 (NM) pronounced increases for duration of contract.

C3.9 TEMPORARY WORKS

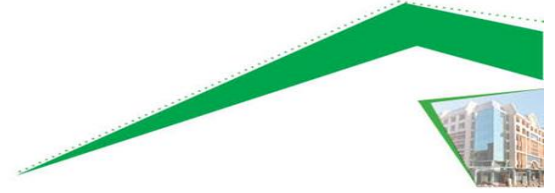
- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.10 EMPLOYER'S DESIGN

N/A

C3.11 DESIGN BRIEF

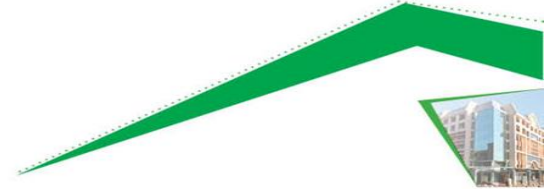
N/A



C3.12 DRAWINGS

N/A

PART C4 – SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	Disaster Repairs at Macibe Clinic in Centane
Project Number:	SCMU5-25/26-0001 AMR INF

GENERAL

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

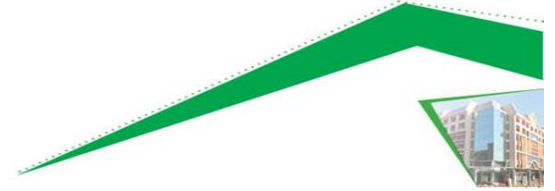
The site is located at Bell street, Centane, Mnquma Local Municipality with following coordinates:

ANNEXURE 1 (BILLS OF QUANTITIES)

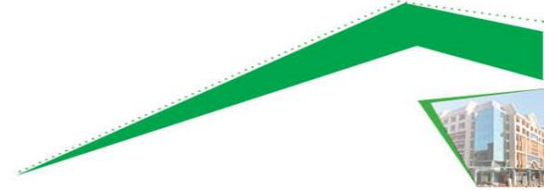




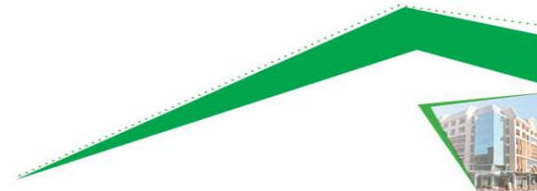
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION A : PRELIMINARIES & GENERALS</u>				
	<u>BILL NO. 1</u>				
	PRELIMINARIES				
	MEANING OF TERMS ""TENDER / TENDERER""				
	Any reference to the words ""Tender"" or ""Tenderer"" herein and/or in any other documentation shall be construed to have the same meaning as the words ""Bid"" or ""Bidder"".				
	BUILDING AGREEMENT & PRELIMINARIES				
	The JBCC Preliminaries, May 2018 edition 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"".				
	PREAMLES FOR TRADES				
	The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles will be entertained				
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles				
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles				
	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.				



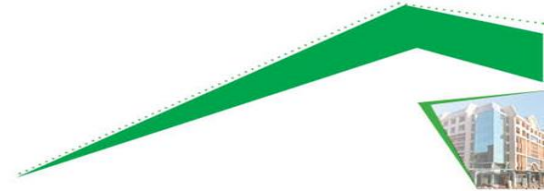
SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT				
INTERPRETATION				
A1 DEFINITIONS AND INTERPRETATION				
Clause 1.0				
Clause 1.0 is amended by the following:				
1. The definition of a direct contractor is amended to read : A party appointed directly by the employer to do specialist work on site irrespective of any date of completion.				
2. The definition of practical completion is amplified by the addition of the following after the words ""purposes intended"": and without derogating from the generality of the foregoing, the works and sections thereof shall not be considered to be substantially complete or be capable of being effectively used for the purposes intended, and shall accordingly not be considered to have reached a state of practical completion, if any of the specific requirements listed in Clause 19.3 as amended, have not been met.				
Clause 1.0 is amended by the addition of the following:				
1.9. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended by Section A of these Bills of Quantities shall prevail over all other contract documents. As between the JBCC Principal Building Agreement and Section A of these bills of quantities, Section A of these bills of quantities shall prevail				
1	Fixed: _____ Value related: _____ Time related: _____	Item		
A2 LAW, REGULATIONS AND NOTICES				
Clause 2.0				
Clause 2.0 is amended by the addition of the following:				
2.4. The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the contractor hereby:				
Carried forward				R -



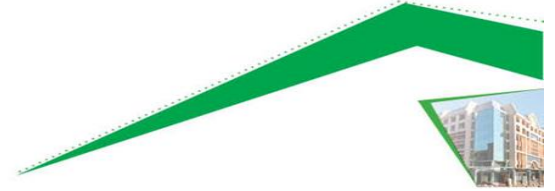
	Brought forward				R	-
	"2.4.1 accepts that the employer will appoint him as the Principal Contractor (as defined and provided for under the Construction Regulations 2003 (as amended) promulgated under the Occupational Health & Safety Act 85 of 1993 (as amended), (the Construction Regulations) for the site;"					
	"2.4.2 acknowledges and confirms that the contract sum includes a sufficient amount for proper compliance with the employer's Health and Safety Specification, the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this agreement and generally for the proper maintenance of health and safety in and about the execution of works; and"					
	2.4.3 undertakes in and about the execution of the works, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the agreement and shall ensure that all subcontractors, employees and others under the contractor's direction and control, likewise observe and comply with the foregoing					
2	Fixed:_____ Value related:_____ Time related:_____	Item				
	A3 OFFER AND ACCEPTANCE					
	Clause 3.0					
3	Fixed:_____ Value related:_____ Time related:_____	Item				
	A4 CESSION AND ASSIGNMENT					
	Clause 4.0					
4	Fixed:_____ Value related:_____ Time related:_____	Item				
	A5 DOCUMENTS					
	Clause 5.0					
5	Fixed:_____ Value related:_____ Time related:_____	Item				
	A6 EMPLOYER'S AGENT					
	Clause 6.0					
6	Fixed:_____ Value related:_____ Time related:_____	Item				
	Carried forward				R	-



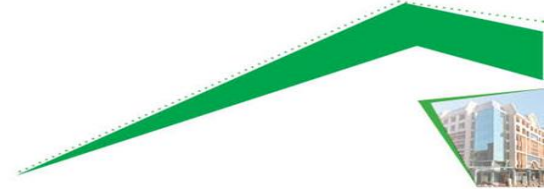
	Brought forward				R	-
	A7 DESIGN RESPONSIBILITY					
	Clause 7.0					
7	Fixed:_____ Value related:_____ Time related:_____	Item				
	INSURANCES AND SECURITIES					
	A8 WORKS RISK					
	Clause 8.0					
8	Fixed:_____ Value related:_____ Time related:_____	Item				
	A9 INDEMNITIES					
	Clause 9.0					
9	Fixed:_____ Value related:_____ Time related:_____	Item				
	A10 INSURANCES					
	Clause 10.0					
	Clause 10.0 is amended by the addition of the following clauses:					
	10.5 Damage to the Works					
	(a) Without in anyway limiting the contractors obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.					
	(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works.					
	(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6					
	Carried forward				R	-



	Brought forward				R	-
	(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.					
	10.6 Injury to Persons or loss of or damage to Properties					
	(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable.					
	(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage 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, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable.	H3				
	(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.					
	(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.					
	(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain 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.					
	(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.					
	Carried forward				R	-

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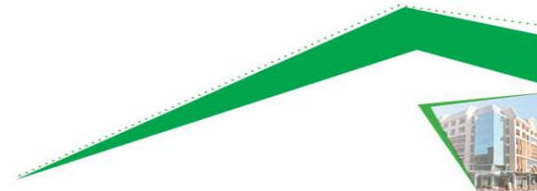
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	10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so.				
	"10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred 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 indivisible whole ."				
10	Fixed:_____ Value related:_____ Time related:_____	Item			
	A11 SECURITIES				
	Clause 11.0				
11	Fixed:_____ Value related:_____ Time related:_____	Item			
	EXECUTION				
	A12 OBLIGATIONS OF THE PARTIES				
	Clause 12.0				
12	Fixed:_____ Value related:_____ Time related:_____	Item			
	A13 SETTING OUT				
	Clause 13.0				
	The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.				
13	Fixed:_____ Value related:_____ Time related:_____	Item			
	Carried forward				R -



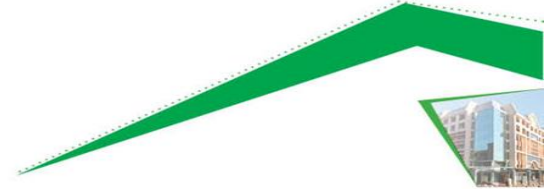
		Brought forward				R	-
		A14 NOMINATED SUBCONTRACTORS					
		Clause 14.0					
14	Fixed: _____ Value related: _____ Time related: _____	Item					
		A15 SELECTED SUBCONTRACTORS					
		Clause 15.0					
15	Fixed: _____ Value related: _____ Time related: _____	Item					
		A16 DIRECT SUBCONTRACTORS					
		Clause 16.0					
16	Fixed: _____ Value related: _____ Time related: _____	Item					
		A17 CONTRACT INSTRUCTIONS					
		Clause 17.0					
17	Fixed: _____ Value related: _____ Time related: _____	Item					
		COMPLETION					
		A18 (INTERIM COMPLETION = N/S SUBCONTRACT AGREEMENT)					
		Clause 18.0					
18	Fixed: _____ Value related: _____ Time related: _____	Item					
		A19 PRACTICAL COMPLETION					
		Clause 19.0					
19	Fixed: _____ Value related: _____ Time related: _____	Item					
		A20 COMPLETION IN SECTIONS					
		Clause 20.0					
20	Fixed: _____ Value related: _____ Time related: _____	Item					
		Carried forward				R	-

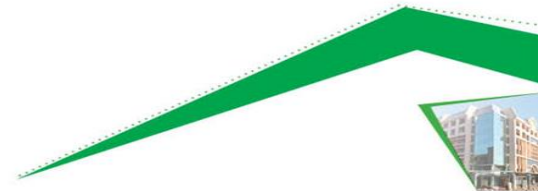


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	A21 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION					
	Clause 21.0					
21	Fixed: _____ Value related: _____ Time related: _____	Item				
	A22 LATENT DEFECTS LIABILITY PERIOD					
	Clause 22.0					
22	Fixed: _____ Value related: _____ Time related: _____	Item				
	A23 REVISION OF THE DATE FOR PRACTICAL COMPLETION					
	Clause 23.0					
23	Fixed: _____ Value related: _____ Time related: _____	Item				
	A24 PENALTY FOR LATE OR NON-COMPLETION					
	Clause 24.0					
24	Fixed: _____ Value related: _____ Time related: _____	Item				
	PAYMENT					
	A25.0 PAYMENT					
	Clause 25.0 Interim payment					
	Clause 25.2 is amended by the addition of the following to the end thereof:					
	Such information should be issued by the contractor not later than the 25th day of the month					
	Clause 25.6 shall be deleted and replaced with the following:					
	Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment					
25	Fixed: _____ Value related: _____ Time related: _____	Item				
	Carried forward				R	-



	Brought forward				R	-
	A26 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT					
	Clause 26.0					
	The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 23.1.3)					
26	Fixed: _____ Value related: _____ Time related: _____	Item				
	A27 RECOVERY OF EXPENSE AND/ OR LOSS					
	Clause 27.0					
27	Fixed: _____ Value related: _____ Time related: _____	Item				
	SUSPENSION AND TERMINATION					
	A28 SUSPENSION BY THE CONTRACTOR					
	Clause 28.0					
28	Fixed: _____ Value related: _____ Time related: _____	Item				
	A29 TERMINATION					
	Clause 29.0					
29	Fixed: _____ Value related: _____ Time related: _____	Item				
	DISPUTE RESOLUTION					
	A30 DISPUTE RESOLUTION					
	Clause 30.0					
30	Fixed: _____ Value related: _____ Time related: _____	Item				
	AGREEMENT					
	The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties					
	Carried forward				R	-

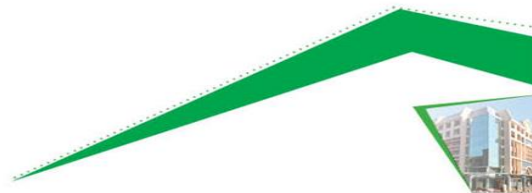
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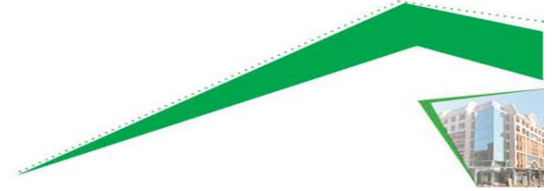


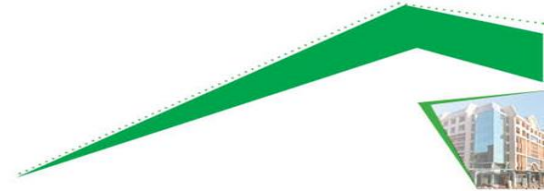
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	B7.0 TEMPORARY SERVICES					
	B7.1 Location					
	The contractor shall agree the location of all temporary services with the principal agent before installation and on completion remove the same and make good.					
	Clause 7.1 - Water					
37	Fixed:_____ Value related:_____ Time related:_____	Item				
	Clause 7.2 - Electricity					
38	Fixed:_____ Value related:_____ Time related:_____	Item				
	Clause 7.3 - Telecommunication facilities					
39	Fixed:_____ Value related:_____ Time related:_____	Item				
	Clause 7.4 - Ablution facilities					
40	Fixed:_____ Value related:_____ Time related:_____	Item				
	B8.0 PRIME COST AMOUNTS					
	B8.1 Responsibility for prime cost amounts					
41	Fixed:_____ Value related:_____ Time related:_____	Item				
	9.0 ATTENDANCE ON N/S SUBCONTRACTORS					
	B9.1 General attendance					
42	Fixed:_____ Value related:_____ Time related:_____	Item				
	B10.0 FINANCIAL ASPECTS					
	B10.1 Statutory taxes, duties and levies					
43	Fixed:_____ Value related:_____ Time related:_____	Item				
	B10.2 Payment for preliminaries					
44	Fixed:_____ Value related:_____ Time related:_____	Item				
	Carried forward				R	-



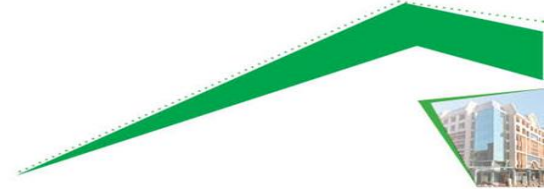
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	B10.3 Adjustment of preliminaries					
	"Clauses B10.3.1 and B10.3.2 are amended by replacing ""within fifteen (15) working days of taking possession of the site"" with ""in his priced bills of quantities / lump sum document submitted with his tender offer""."					
45	Fixed: _____ Value related: _____ Time related: _____	Item				
	B10.4 Payment certificate cash flow					
46	Fixed: _____ Value related: _____ Time related: _____	Item				
	B11. GENERAL					
	B11.1 Protection of the works					
47	Fixed: _____ Value related: _____ Time related: _____	Item				
	Clause 11.2 - Security of the works					
48	Fixed: _____ Value related: _____ Time related: _____	Item				
	Clause 11.3 - Notice before covering work					
49	Fixed: _____ Value related: _____ Time related: _____	Item				
	Clause 11.4 - Disturbance					
50	Fixed: _____ Value related: _____ Time related: _____	Item				
	Clause 11.5 - Environmental disturbance					
51	Fixed: _____ Value related: _____ Time related: _____	Item				
	Clause 11.6 - Works cleaning and clearing					
	In addition to his general obligations in terms of this clause, the contractor shall ensure that the tarred roads, pavements, etc leading to and around the site as well as all access areas within the site are to be cleaned on a regular basis. Any damage that may occur to this tarred roadway is to be made good by the contractor at his own expense. In no way shall the work on the site be the cause of any hindrance or inconvenience to pedestrians or traffic.					
52	Fixed: _____ Value related: _____ Time related: _____	Item				
	Carried forward				R	-

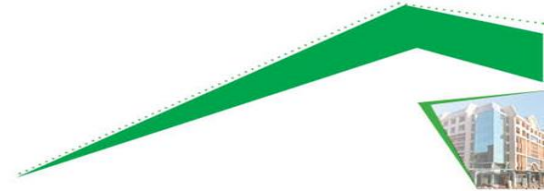
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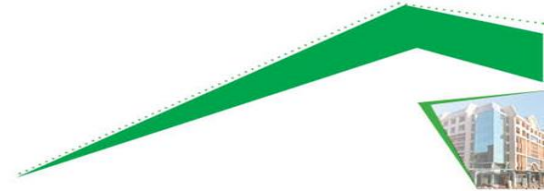


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12.1.13 Offices						
maintain and remove, on completion, the following accommodation.						
a) <u>Meeting Room</u> The room is to be adequately sized and equipped with a sound working table and chairs to accommodate at least thirty (30) people for site meetings. The room is to be well vented and fitted with two large white boards with markers and erasers.						
b) <u>Generally</u> The access and the areas around the offices and toilets shall be surfaced with clean crushed stone. Furthermore, an adequate level parking area shall be provided also surfaced with clean crushed stone. Both areas shall be well drained, kept free of mud and maintained throughout the contract period."						
12.1.14 Main notice board						
[6.5] Specific requirements: N/A						
12.1.15 Subcontractors' notice board						
[6.6] Specific requirements: N/A						
12.1.16 Water						
[7.2] Option A (by contractor) No, Option B (by employer - free of charge) No, Option C (by employer - metered) Yes						
12.1.17 Electricity						
[7.3] Option A (by contractor) No, Option B (by employer - free of charge) No, Option C (by employer - metered) Yes						
12.1.18 Telecommunications						
[7.4] Telephone Yes Facsimile Yes E-mail Yes						
12.1.19 Ablution facilities						
[7.5] Option A (by contractor) Yes, Option B (by employer) No						
12.1.20 Protection of existing/sectionally occupied works						
[11.2] Protection is required: No						
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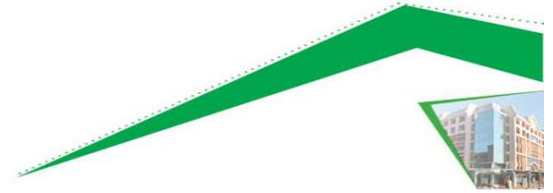
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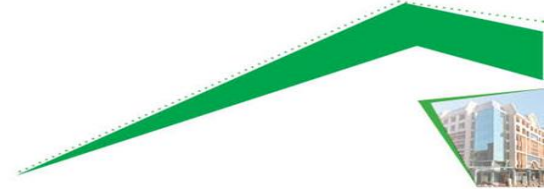
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		SECTION C: SPECIFIC PRELIMINARIES					
		Section C: Specific Preliminaries:					
		C1. Site instructions:					
56		Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor	Item				
		C2. Overtime:					
57		Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.	Item				
		C3. Warranties for material and workmanship:					
		Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent on the certified completion of the contract.					
58		The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor	Item				
		C4. Co-operation of Contractor for cost management:					
59		It is specifically agreed that the Contractor accepts the obligation of assisting the Principal Agent in implementing proper cost management. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The Principal Agent undertakes to make available to the Contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the Contractor shall attend all cost plan review and cost management meetings. The Contractor undertakes to extend these procedures, as necessary, to all subcontractors	Item				
		Carried forward				R	-

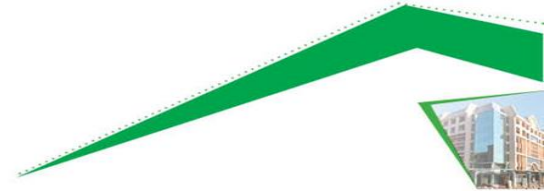


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	C5. Propping of floors:					
60	required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the Principal Agent and the cost thereof shall be borne by the Contractor	Item				
	C6. Testing windows for watertightness:					
61	Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the Principal Agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means	Item				
	C7. Testing flat roofs for watertightness:					
62	'ponded' to the approval of the Principal Agent for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing	Item				
	C8. Ingress of water:					
63	It is the Contractors responsibility to prevent ingress of water into the buildings whilst all work is being completed, and damage arising out of the above will be made good at the Contractors expense.	Item				
	C9. Contract drawings:					
64	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the Principal Agent	Item				
	C10. Trade names:					
65	Wherever a trade name for any product has been described in the Bills of Quantities / Lump Sum Document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.	Item				
	Carried forward				R	-

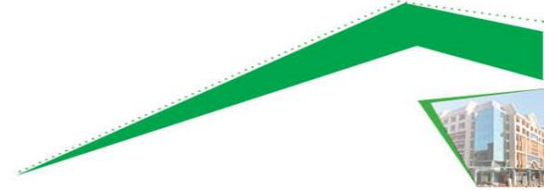


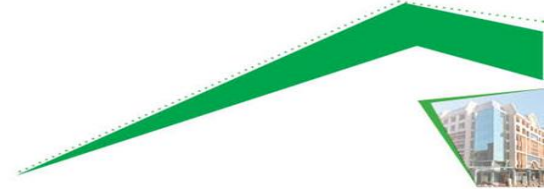
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	C11. Imported materials and equipment:					
66	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer). Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).	Item				
	C12 OCCUPATIONAL HEALTH AND SAFETY ACT					
	TRADE PREAMBLES					
	For Trade Preambles refer to 'Model Preambles for Trades' (2017 edition) for the full descriptions of material to be used and work to be done in this Bill					
	SUPPLEMENTARY PREAMBLES					
	The quantities contained herein serve as a guideline only to determine if the contractor has sufficiently priced for the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications. Were quantities are missing the contractor is to insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications					
	Prior to pricing the Principal Contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, Covid 19 and any other relevant Regulations and Standards as well as project specific Health & Safety specifications					
	All Costs to comply with the obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, Covid 19 regulations and any other other relevant Regulations and Standards as well as project specific Health & Safety Specifications not listed or mentioned below must be priced in Preliminaries Section of the Bills of					
	Quantities æ Clause 7,2 Health and Safety and Covid 19Æ no additional claims in respect of compliance with the above mentioned will be considered					
	Carried forward				R	-

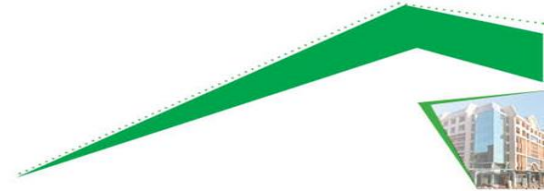
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	OHS					
	Full time safety officer					
68	Full time attendance on site of a SACPCMP-registered construction health and safety officer or manager from the start of construction until the end of project handover.					
	General					
69	First aiders and first aid kits	Item				
70	and certification of fitness by an occupational medicine practitioner. Pre-employment, annual and exit medical examination is required	Item				
71	Emergency Equipment based on the risk exposure and emergency rescue. stretchers, neck brace, spill kits, lifting and lowering hosting equipment of the injured					
72	Competent inspectors for equipment such as examples scaffolding inspectors and lifting machine inspector					
73	Mandatory training such as risk assessments, legal liability/OHS Act, incident investigation					
74	Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments: ò Hard Hats ò Overall/work suit (100% Cotton) ò Safety boots/shoes (Steel-Toe) ò Safety gumboots (Steel-Toe) ò Ear Plugs/Muffs ò Dust Mask(at least FF2 type) ò Respirators ò Safety goggles ò Hand gloves ò Reflector vests ò Other	Item				
75	Barricading and hoarding for fall arrest, SANS approved safety netting (orange color with minimum of 1,2 meters high)					
76	Waste bins on site and regular removal	Item				
77	Construction signage, including the sign for the construction work permit number	Item				
78	Safe scaffolding					
79	Safe lifting equipment for lifting and lowering pipes					
80	Occupational hygiene measurement and/or AIA certification, where required Measurement or certification of risk exposure					
	Carried forward				R	-

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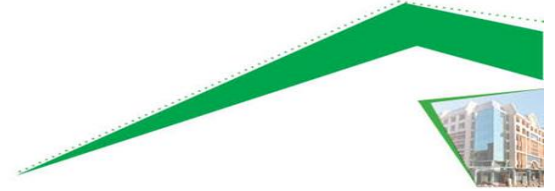
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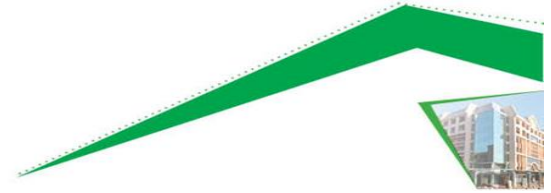
Item	Description	UoM	Qty	Rate	Amount
	SECTION B: BUILDING WORKS				
	BILL NO. 1				
	ALTERATIONS (PROVISIONAL)				
	<u>Proprietary products in descriptions:</u>				
	Proprietary products shall be used as specified and similar products to match existing. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	<u>Proprietary products in descriptions:</u>				
	PREAMBLES - For Preambles the Tenderer is advised to refer to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371, Specification of Materials and Methods and Supplementary Preambles, before pricing the Bills of Quantities. The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.				
	in conjunction with the drawings of the nature and extent of the works to be done. The Contractor is advised to check all dimensions and floor levels on site affecting the existing buildings against those indicated on the drawings to ensure that the new extensions may be correctly lined up. Should any discrepancies be found he is to refer them to the Architect for correction before proceeding with the work.				
	The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent.				
	The Contractor will be held solely responsible for any damage to persons and property, for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur.				
	In taking down and removing existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portion of the building. The walls, floors, doors, windows or other joinery or fittings, etc., from damage during the progress of the work and provide all necessary material for so doing.				
	Special care is to be exercised not to interfere with any electric light, power or telephone wires and due notice must be given to the Principal Agent for any disconnections that are necessary, and the Contractor is to afford every facility to the Electrician when making new connections.				



The materials to be used and the work to be done are to be similar in all respect to that described for new work in so far as they occur.				
All existing materials taken down and suitable for re-use to remain the property of the department/community unless specified otherwise.				
All existing materials which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.				
All existing materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, bracing, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.				
Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.				
Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or to be handed over to the Department/community, and all rubbish, debris, etc. arising from the alterations, etc. and for making good all work damaged or disturbed.				
For the purpose of this contract, and to avoid misunderstanding in terms of carrying out the works and pricing thereof, phrases stated hereunder have been defined and the Contractor is advised to study them carefully as no claim will be entertained as a result of him not doing so:				
a) "Making good" shall include making good of the brick, concrete and timber surfaces onto which the new finishes are applied, where necessary.				
b) "Forming New Openings" shall include all labour and materials forming opening, cut toothings and bonding for and plumbing and flushing up reveals, cutting for and forming precast concrete, or reinforced brick lintel over including necessary turning pieces, reinforcement, etc.				
c) "Bricking up Openings" shall include for all preparatory work, cut toothings and bond new brickwork to existing and preparing top of existing surface for raising upon and pinning up new brickwork to underside of existing.				

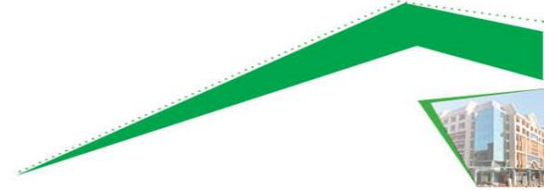


d) All existing materials described as "carefully take out, set aside for re-use and later refix in new position" are to be carefully removed, stored and protected from injury, made good as required and if broken or damaged replaced by the Contractor at his own expense. Tenderers are advised to inspect these materials to ascertain their condition and allow accordingly for this in their pricing.				
e) The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.				
f) The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, door stops, cabin hooks, etc.				
g) Doors, windows, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately. Making good floor and wall finishes to match existing.				
h) Where door and window openings, etc, are specified to be filled in, or where jambs, sills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of bricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.				
i) Where lintels are specified as reinforced concrete the prices are to include for breaking out brickwork over for and inserting cement concrete (20MPa) lintel with 230mm bearing on each end and 254mm deep and reinforced with and including one 12mm diameter mild steel rod for each half brick thickness of wall and including formwork. The steel rods are to be hooked at ends and embedded 25mm up from bottom of lintels. Lintels exceeding 1370mm span to be similarly reinforced but with 20mm diameter mild steel rods.				
j) Where lintels are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintel with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.				

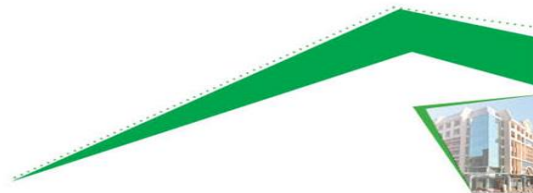


k) The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes.					
l) Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectively stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent.					
m) The terms propping, strutting, shoring, etc. is not specifically mentioned in each item, however these shall be deemed to be included in the descriptions.					
n) No explosives whatsoever may be used for demolition purposes unless otherwise stated or prior approval by the Principal Agent.					
<u>REMOVAL OF EXISTING WORK</u>					
FLOORS AND FLOOR FINISHES					
<u>Carefully hacking up/off and removing terracotta tiles including removing adhesive from concrete or brickwork surfaces and preparing surfaces for new screed, plaster, floor finishes, etc</u>					
Tiles to floors, walkways, etc	m ²	6.25		R	-
<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>					
Vinyl tiled floor covering	m ²	18.00		R	-
BRICKWORK AND WALL FINISHES					
<u>Hacking off and removing plaster, wall finishes, etc. and preparing surfaces for new plaster, wall finishes, etc</u>					
Internal plaster from walls, columns and beams	m ²	5.00		R	-
<u>Taking out and removing piping, sanitary fittings, etc. including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes</u>					
Medical basin tap mixer	No.	8		R	-
Medical swivel sink mixer tap	No.	8		R	-
Carried forward				R	-

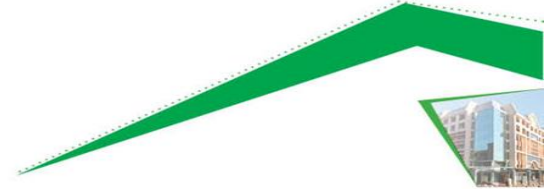
Brought forward			R	-
Plastic Cistern	No.	7	R	-
<u>Cleaning of existing face brick walls by using a wooden scraper and stiff fibre brush and applying cleaning solution according to Architect's rinsed thoroughly with clean water where instruction. Brickwork to be thoroughly wetted and chemicals are applied. 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>				
Face brick walls and cills	m ²	843.96	R	-
<u>Servicing existing windows, etc:</u>				
Steel windows including replacing handles, latches, catches as necessary.	No	20	R	-
GLAZING				
<u>Taking out/off and removing glass and mirrors</u>				
Glass from steel window frames, including cleaning out rebates and preparing for new glass (elsewhere measured)	m ²	15.00	R	-
DOORS, SECURITY GATES, ETC				
<u>Taking out and removing doors, windows, etc from brickwork to be demolished</u>				
Timber single door not exceeding 2,5m ²	No	30	R	-
Security gate	No	3	R	-
<u>Taking out and removing ironmongery</u>				
L205 Saftidor Slamlock Kit	No.	12	R	-
Lockset from timber door	No.	22	R	-
<u>Taking out and removing ironmongery, setting aside for re-use and later refixing in similar new position</u>				
300 x 813 x 1.2mm 430 grade stainless steel kick plate	No	15	R	-
300 x 813 x 1.2mm 430 grade stainless steel push plate	No	15	R	-
Carried forward			R	-



Brought forward			R	-
CEILING AND PARTITIONS				
<u>Taking down and removing ceilings, panelling, partitions, etc</u>				
Gypsum plaster board ceiling boards including cornices, bandering, insulation, etc.	m ²	84.00	R	-
<u>Taking out and removing sundry joinery work, fittings, etc</u>				
Timber cornices	m	98.25	R	-
ROOFS				
<u>Taking down and removing roof coverings, purlins, fascias, bargeboards etc.</u>				
Tiled roof covering, flashing, ridge capping, insulation and purlins.	m ²	669.12	R	-
<u>Check existing roof coverings for damage and defects including repair work where required to leave roof completely weatherproof and watertight complete as per instruction by the Principal Agent:</u>				
Existing tiled roof	m ²	409.05	R	-
<u>Taking down and removing fascia boards, barge boards, gutters, downpipes etc., setting aside for re-use and later refixing in similar new position</u>				
PVC gutter including bends and stop ends complete	m	553.60	R	-
PVC downpipe complete	m	60.00	R	-
<u>Clean and service drainage systems</u>				
High pressure cleaning of pipes, stormwater channels, gulleys, manholes, etc.	Item	1	R	-
Carried forward				
			R	-

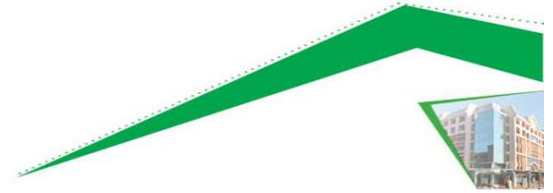


	Brought forward				R	-
TIMBER FITTINGS, CUPBOARDS, WORKTOPS, SHELVING ETC						
<u>Taking out and removing sundry joinery work, fittings, etc</u>						
Timber floor cupboard 1200 x 900mm high	No.	6			R	-
Timber sink cupboard 1800 x 900 high including sink and disconnecting waste pipes	No.	3			R	-
Timber floor cupboard 3705 x 900mm high	No.	1			R	-
Timber wall cupboard 1800 x 900mm high	No.	6			R	-
Timber sink cupboard 3595 x 780mm high including sink and disconnecting waste pipes	No.	1			R	-
Timber floor cupboard 3595 x 900mm high	No.	1			R	-
Timber floor cupboard 3393 x 780 mm high	No.	1			R	-
Timber sink cupboard 2400 x 900mm high including sink and disconnecting waste pipes	No.	2			R	-
Timber floor cupboard 2400 x 900mm high	No.	1			R	-
<u>MAKING GOOD OF FINISHES. ETC</u>						
BRICKWORK AND WALL FINISHES						
<u>Making good face brickwork</u>						
Ends of half brick walls	m	1.00			R	-
<u>Making good internal cement plaster</u>						
Walls in patches	m ²	3.00			R	-
FLOORS AND FLOOR FINISHES						
<u>Making good 300 x 300 x 1.3mm semi-flexible vinyl floor tiles</u>						
<u>NOTE: Tile is to subscribe to the quality and make as is present on-site. Subject to Principal Agent approval.</u>						
Floors in patches	m ²	42.00			R	-
Carried forward					R	-

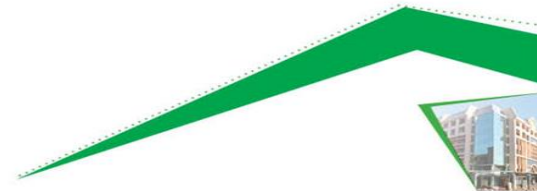
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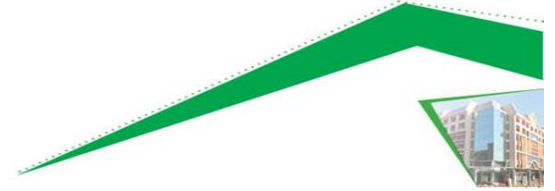
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 2</u>				
	<u>ROOF COVERINGS</u>				
	The Tenderer is referred to the relevant Clauses in the separate document General Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 and PW 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>SUPPLEMENTARY PREAMBLES</u>				
	<u>Proprietary products in descriptions</u>				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the Principal Agent				
	<u>Fixing</u>				
	Fixing shall be done according to SABS 1200HB with minimum 225mm end laps				
	<u>Guarantee</u>				
	The contractor will be required to provide a written guarantee, stating that:				
	1. The roof sheeting is of the specified thickness				
	2. The client is indemnified against any defects, including colour deterioration for a minimum period of 15 years				
	<u>Pricing</u>				
	Prices for roof covering and cladding are to include for all necessary drive screws, hook bolts, clips, sheet bolts, nuts, washers, etc., for drilling holes for screws and bolts including removing all swarf from the sheeting and all right angle cutting and waste (measured net)				



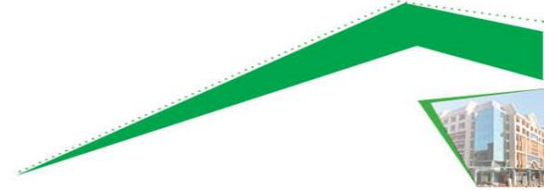
<u>TILES</u>					
<u>User note:</u>					
NOTE: <u>The fixing recommendations of the manufacturer of the tiles used for the specific region and/or situation are to be incorporated as supplementary preambles</u>					
<u>Concrete roof tiles nailed with non-corrosive tile nails to 76 x 50mm SA Pine timber purlins at max 1100mm centres</u>					
1	Roof covering with pitch not exceeding 25 degrees, in transportable lengths not exceeding 20m.	m ²	669.12	R	-
2	Ridge tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour	m	106.11	R	-
3	Concrete hip starter tile to end of ridge, bedded and pointed in 1:3 tinted cement mortar	No.	12	R	-
<u>ROOF AND WALL INSULATION</u>					
<u>Multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 293g/m² and a Class I fire rating in accordance with SANS 0177-3</u>					
NOTE: <u>Heavy Industrial double sided reflective foil laminate incorporating layers of kraft paper and reinforcing scrim, laminated together with low density polyethylene (293gsm):</u>					
4	Coverland Monier Radenshield or similar approved double sided insulation laid taut under purlins (at approximately 1207mm centres) with reflective facing to be exposed to roof sheets and fixed concurrent with roof covering, including taped laps and nylon/galvanised straining wires.	m ²	669.12	R	-
Carried to Summary				R	-

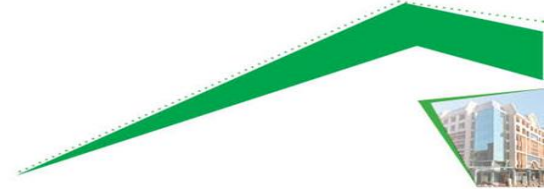


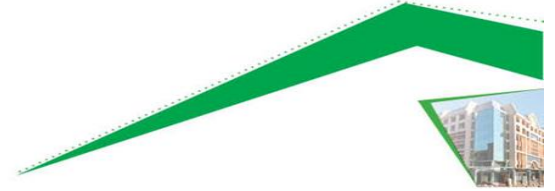
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 3</u>				
	<u>CARPENTRY AND JOINERY</u>				
	The Tenderer is referred to the relevant Clauses in the separate document General Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 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>SUPPLEMENTARY PREAMBLES</u>				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	<u>Joinery</u>				
	Descriptions of frames shall be deemed to include frames, transomes, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
	<u>Decorative thermosetting plastic laminate covering</u>				
	Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				



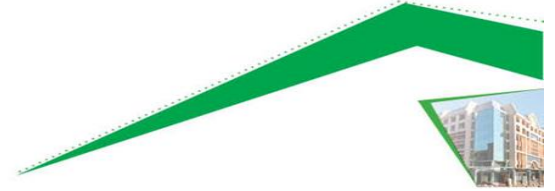
<u>DOORS, ETC</u>					
NOTE: <u>The contractor is advised to check on site measurements first before placing of order.</u>					
SUPPLEMENTARY PREAMBLES					
<u>Fire Doors</u>					
Fire doors are to be in accordance with SANS 1253					
<u>Wrought doors hung to steel frames</u>					
<u>44mm thick framed ledged and braced meranti vertically slatted door leaves with flush veneer back panel covering bracing</u>					
1	813 x 2 032mm high door (D06)	No.	11	R	-
<u>40mm thick flush panel solid core door with 10mm hardwood edges all round, faced with 6mm tempered smooth faced hardboard for painting</u>					
2	813 x 2 032mm high door (D03)	No.	15	R	-
3	813 x 2 032mm high door (D02)	No.	2	R	-
<u>Fire-rated doors</u>					
<u>Class A rated polyurethane fire double door 1626 x 2032mm high, with two 813 x 2032mm laminated door leaves finished off with white chromadek and anodised aluminium capping complete with stainless steel kickplate including pressed steel frame for one brick wall and preparing frame for door closers & to have a 30min. fire rating.</u>					
4	813 x 2 032mm high door (D09)	No	2	R	-
				R	-

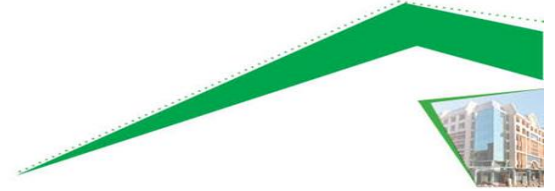
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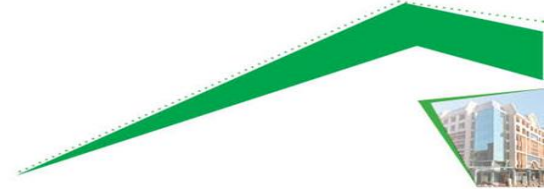


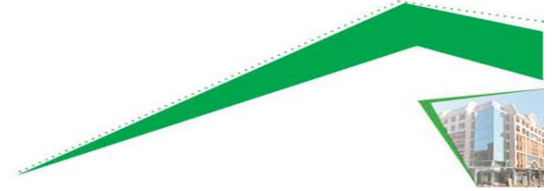
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 6</u>				
	<u>IRONMONGERY</u>				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 and PW 371A 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>SUPPLEMENTARY PREAMBLES</u>				
	<u>Proprietary products in descriptions</u>				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the principal agent				
	On request returnable samples are to be provided to the principal agent for consideration				
	<u>Finishes to ironmongery</u>				
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:				
	BS Satin bronze lacquered				
	CP Chromium plated				
	SC Satin chromium plated				
	SE Silver enamelled				
	GE Grey enamelled				
	AS Anodised silver				
	AB Anodised bronze				
	AG Anodised gold				
	ABL Anodised black				
	PB Polished brass				
	PL Polished and lacquered				
	PT Epoxy coated				
	SD Sanded Fixing				
	Descriptions of wall mounted and floor standing ironmongery items shall be deemed to include for fixing in position and all fixing accessories				
	Descriptions of proprietary items shall be deemed to include fixing in position and all fixing accessories				

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Brought forward				R	-
	HANDLES				
10	Stainless Steel 'Dormakaba' lever handle (code: TH120 BP Cyl SS) or similar approved, on a 170 x 170mm plate with cylinder cut out.	Sets	15	R	-
11	Stainless Steel 'Dormakaba' lever handle (code: TH121 Cyl SS), or similar approved, on a 170 x 170mm plate with cylinder escutcheons installed complete.	Sets	25	R	-
12	325 x 25mm Stainless Steel straight tubular pull handle including fixing sets	Sets	1	R	-
13	430 Brushed stainless steel 'DORMAKABA' or similar approved DP301C Pull Handle BT fixed on a 150 x 300 x 1.2mm thick grade 403 stainless steel plate with cylinder cutout left. Stainless steel plate to have 6 countersunk holes for screw fixing. (code:DPH-430-CLSF 150 x 300mm)	Sets	1	R	-
	PUSH PLATES AND KICK PLATES				
14	430 brushed stainless steel 'DORMAKABA' or similar approved 150x300x1.2mm thick grade 430 stainless steel plate with cylinder cutout right. Stainless steel plate to have 6 countersunk holes for screw fixing. Code: DPP-430-CR-SF 150X300.	Sets	1	R	-
	DOOR CLOSERS				
	<u>Silver 'Dormakaba' or similar approved EN 3-6 regular arm non hold open door closer system for rebated doors. Adjustable strength. Hydraulic speed control. Pull-side fixing EN3 850-950, EN4 950-1100, EN5 1100-1250, EN6 1250-1400. door closer tested to EN 1154. Approved to AS1905 part1 fire resistant doors. Certified manufacturer to ISO 9001.</u>				
15	Door closer to be installed on pull side. Code: TS 83.	Sets	4	R	-
16	Stainless steel parallel arm delayed action door closer	Sets	1	R	-
	DOOR STOPS				
17	Stainless steel 'Dormakaba' floor mounted door stop (Code: DDS-SS-017), or similar approved.	No	15	R	-
	Carried forward			R	-

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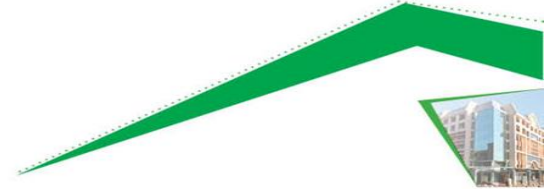
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 7</u>				
	METALWORK				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works document No. PW 371 and PW 371A Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions of bolts, anchors, etc</u>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres				
	<u>Aluminium doors, windows, etc</u>				
	Doors and windows shall comply with AAAMSA design criteria				
	Glazing shall comply with SAGGA regulations. Glass shall be type ? laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window descriptions?). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings				
	Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed				
	For purpose made windows and doors, refer to drawings annexed to (issued separately with?) these bills of quantities				



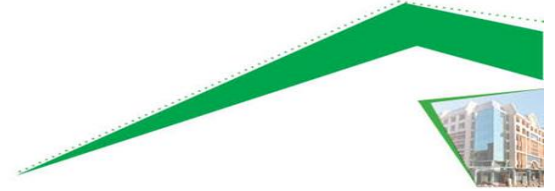




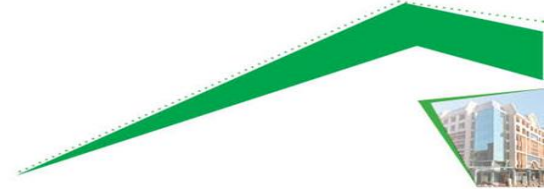
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 9</u>				
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works and Infrastructure document No. PW 371 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>SUPPLEMENTARY PREAMBLES</u>				
	<u>Proprietary products in descriptions</u>				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the Principal Agent.				
	<u>Wire Gratings</u>				
	Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings				
	<u>Stainless steel basins, sinks, wash troughs, urinals, etc</u>				
	Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)				
	Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)				
	Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)				
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				
	<u>Sealing of Edges</u>				
	Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings				
	<u>uPVC pipes and fittings</u>				
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings				
	Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings				



<u>uPVC pressure pipes and fittings</u>				
Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings				
Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints.				
<u>Reducing fittings</u>				
Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained				
<u>Fixing of pipes</u>				
Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level				
<u>General</u>				
Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately)				
Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends				
Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 98% Mod AASHTO density and disposal of surplus material on site				
Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)				
Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)				

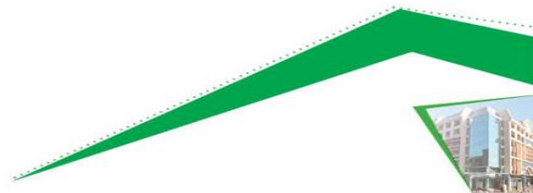


<u>RAINWATER DISPOSAL</u>					
<u>uPVC gutters and rainwater pipes</u>					
1	125 x 85mm Eaves gutter fixed to falls in continuous lengths with and including approved gutter brackets	m	20.00	R	-
2	Extra over eaves gutter for outlet for 85mm diameter rainwater pipe	No	4	R	-
3	Extra over gutter for angle	No	4	R	-
4	Extra over for stopped end	No	4	R	-
5	85mm Diameter rainwater pipe fixed to walls including brackets	m	12.00	R	-
6	Extra for shoe/bend	No	4	R	-
7	Ditto, offset 750mm projection	No	4	R	-
<u>CLEANING OF EXISTING SEWER</u>					
<u>Drains up to 750mm diameter including water</u>					
8	Locating and opening services to 750mm diameter at points to gain access for unblocking including removal of sludge and disposal at designated site. Rate shall include location of service, exposing service to create working space, cutting into the service, reinstate the service to levels, backfilling, compaction and finishing off. The disposal site shall be selected by the contractor and approved by the Principal Agent. No overhaul shall apply and all associated costs are deemed to be covered by the rate	Item	1	R	-
<u>SANITARY FITTINGS</u>					
9	Wirquin' or similar approved white club toilet seat with plastic hinge	No.	12	R	-
10	Vaal' or similar approved ceramic front cistern	No.	7	R	-
11	Dutton' or similar approved front flush mechanism	No.	3	R	-
12	Dutton' or similar approved paraplegic flush mechanism	No.	2	R	-
13	Vaal' or similar approved hibiscus cistern lid, front flush - white	No.	5	R	-
14	Ceramic Toilet Roll Holder	No.	1	R	-
Carried forward				R	-

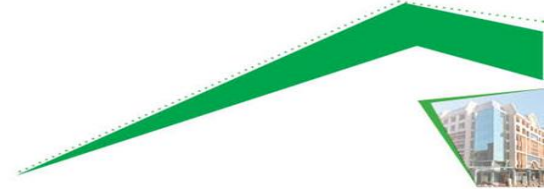
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Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 10</u>				
	<u>ELECTRICAL WORKS</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Contract price adjustment provisions</u>				
	With reference to the relevant clause(s) of the Preliminaries all items in this bill will be subject to fluctuations in the cost of labour and material on the following basis:				
	(a) Ring main units, miniature substations, transformers, main low tension boards, distribution boards and busbars between transformer and low tension boards calculated on the indices published by the Steel and Engineering Industries Federation of South Africa				
	(b) Cables in excess of 16mm ² calculated on the basis of proven cost				
	(c) All other work calculated on the index for respective work group				
	<u>Distribution boards etc</u>				
	Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings				
	<u>Switches, socket outlets, etc</u>				
	Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates				
	<u>Light fittings</u>				
	Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described				
	<u>Proprietary products in descriptions</u>				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior tender closing written approval by the Principal Agent.				



	Gesture Note: <u>Contractor is advised to first STUDY the bill in its entirety before applying themselves to it. Furthermore, items sourced for the purpose of this bill must be equivalent to the specifications of the existing structures and subject to the approval of the Project Manager/Principal Agent in consultation with the appointed Electrical Agent.</u>					
	<u>at MACIBE CLINIC:</u>					
	<u>GENERAL LIGHTING AND POWER</u>					
	The fluorescent cubes require replacement, cleaning, and cleaning, while some are damaged. Bulkheads are also in need of replacement. Downlights are not functioning.					
1	<u>1.2m Fluorescent tubes</u>					
	Supply	No.	70		R	-
	Install	No.	70		R	-
2	<u>Round Bulkheads</u>					
	Supply	No.	26		R	-
	Install	No.	26		R	-
3	<u>Bulbs(2D) for a Round Bulkheads</u>					
	Supply	No.	15		R	-
	Install	No.	15		R	-
4	<u>Downlights Bulbs of 2-Pin PLS Compact F.L.</u>					
	Supply	No.	10		R	-
	Install	No.	10		R	-
5	<u>Radiant 2FT Closed-Glass Cover</u>					
	Supply	No.	50		R	-
	Install	No.	50		R	-
	Carried forward				R	-

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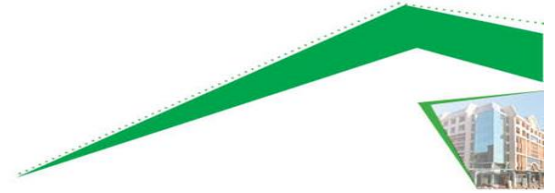
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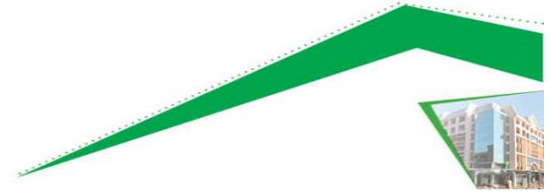
	Brought forward				R	-
	LOW TENSION DISTRIBUTION					
	Prepaid meter boxes have a blank screen and electricity bypass, exposing cables.					
18	Prepaid Meter (DB)					
	Supply	No.	8		R	-
	Install	No.	8		R	-
	CABLES					
	Cable that is needed to connect prepaid meter to DB.					
19	4mm ² cable red					
	Supply	m	R 8.00		R	-
	Install	m	R 8.00		R	-
20	4mm ² cable black					
	Supply	m	R 8.00		R	-
	Install	m	R 8.00		R	-
21	Testing of the complete electrical installation interms of SANS and provision of Certificates of Compliance	No	R 4.00		R	-
	Note on distinction of Bill: <u>Contractor is advised to calculate relative rates for this Bill in accordance with the stipulated formatted as follows:</u>					
A	Total Sum Cost of Supply + Item 21	No.			R	-
B	Total Sum of Labour Installation	%	30		R	-
C	Markup Profit on Amount of Cost of Supply + Item 21	%	10		R	-
D	Escalation Cost to Supply + Item 21	%	5		R	-
	Carried to Summary (Add ITEM A, B, C & D)				R	-



Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION B: BUILDING WORKS</u>				
	<u>BILL NO. 11</u>				
	<u>MECHANICAL WORKS</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Ductwork</u>				
	Descriptions of ducts shall be deemed to include stiffeners, jointing materials, sealants, couplers in the running length and access/inspection panels in accordance with the specification				
	<u>Dampers</u>				
	Descriptions of smoke and fire dampers shall be deemed to include fusible links, sleeves, frames, supports and access openings in ducts				
	<u>Air diffusion</u>				
	Descriptions of air terminals, grilles, louvres and the like shall be deemed to include necks, frames, supports and flexible connections				
	<u>Fans</u>				
	Descriptions of fan assemblies shall be deemed to include supports from the structure, flexible or other connections to ductwork, vibration isolation mountings and airtight inspection doors				
	<u>Sound attenuators</u>				
	Descriptions of sound attenuators shall be deemed to include flanged or flexible connections to ducts and supports from the structure				
	<u>Fan coil units, fan air terminals and fan heaters</u>				
	Descriptions of fan coil units, fan air terminals and fan heaters shall be deemed to include connection points for water, air and electrical supply, for air grilles, dust trays, condensate trays and vibration isolation mountings. Flexible ducts, flexible hose and connecting cables for connecting these units to each other or to water pipe, and electrical supply are separately measured				



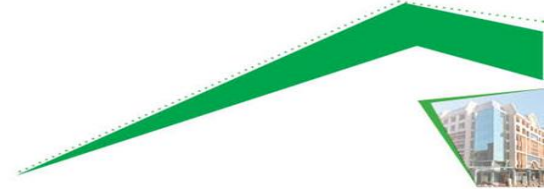
<u>Major equipment</u>				
Descriptions of major equipment such as chillers, air handling units and the like shall be deemed to include connections to water, air and electrical supply and/or discharge points, supports, bearers, vibration insulation mountings, filters, insulation, inspection ladders and gangways, access doors and panels and painting etc as specified				
<u>Piping</u>				
Pipe diameters are nominal internal unless otherwise stated				
Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch diameter is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all diameters are given and no claim for extra bushes, reducers, etc will be entertained				
<u>Fixing of pipes</u>				
Unless otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				
<u>Pump sets</u>				
Descriptions of pumps shall be deemed to include connections to water and electrical supply and/or discharge points, vibration insulation mountings, insulation, drip trays with outlets, pressure gauges, etc				
<u>Valves</u>				
Descriptions of valves shall be deemed to include flanged or screwed connections to pipes, reducers, supports, etc				
<u>Insulation</u>				
Descriptions of insulation shall be deemed to include priming the pipes with zinc chromate primer before the insulation is applied, painting the insulation when completed and applying vapour barrier where specified				



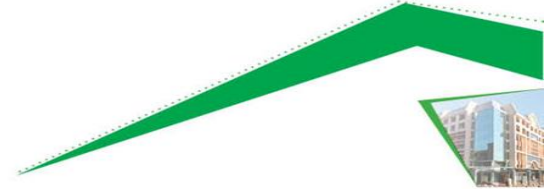
<u>AIR CONDITIONING INSTALLATION</u>					
<u>"SPLIT TYPE" UNITS</u>					
1	Supply, Install, test, commission and provide 12 month guarantee for 3.5 kW / 9 000 Btu's mid-wall split type or similar approved air-conditioning unit featuring cooling and heating (non-inverter heat pump), incl. all hanger, brackets, filters, send and return refrigerant piping, wireless remote controller, drain pipes etc.	No.	1	R	-
	Supply, Install, test, commission and provide 12 month guarantee for 2.6 kW / 9 000 Btu's mid-wall split type or similar approved air-conditioning unit featuring cooling and heating (non-inverter heat pump), incl. all hanger, brackets, filters, send and return refrigerant piping, wireless remote controller, drain pipes etc.	No.	2	R	-
	Supply, Install, test, commission and provide 12 month guarantee for 1.7 kW / 9 000 Btu's mid-wall split type or similar approved air-conditioning unit featuring cooling and heating (non-inverter heat pump), incl. all hanger, brackets, filters, send and return refrigerant piping, wireless remote controller, drain pipes etc.	No.	2	R	-
	Supply, Install, test, commission and provide 12 month guarantee for 1.3 kW / 9 000 Btu's mid-wall split type or similar approved air-conditioning unit featuring cooling and heating (non-inverter heat pump), incl. all hanger, brackets, filters, send and return refrigerant piping, wireless remote controller, drain pipes etc.	No.	4	R	-
<u>Sundries</u>					
	Provide an amount for the inspection, servicing and/or repairing, etc of five (5) pre-existing air-conditioning units installed in accordance to the Mechanical Engineer's requirements.	Item	1	R	-
Carried forward					
				R	-



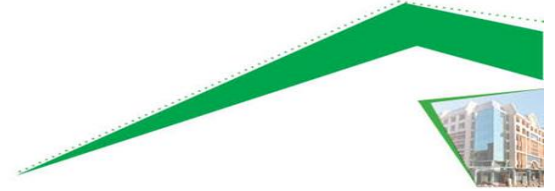
Brought forward			R	-
<u>FIRE-RELATED APPLIANCES, ETC</u>				
<u>FIRE EXTINGUISHERS</u>				
<u>Hand held fire extinguishers with miranti backing boards and wall brackets shall comply with the requirements contained in SANS 1910 or SANS 1151, and shall be installed, maintained and serviced in accordance with SANS 10105-1 and SANS 1475-2 C/w backing boards</u>				
Identify, test, re-install, and commission accordingly:				
Servicing of existing fire extinguishers	No.	12	R	-
<u>FIRE DETECTION</u>				
Optical Smoke Detector:				
<u>Supply, Install, test, commission and provide 12 month guarantee for Optical Smoke Detector complete with bases, hangers and etc.</u>				
Contractor fee	No.	21	R	-
Heat Detector:				
<u>Supply, Install, test, commission and provide 12 month guarantee for Heat Detector complete with bases, hangers and etc.</u>				
Contractor fee	No.	3	R	-
Siren with Built-in Optical Smoke Detector:				
<u>Supply, Install, test, commission and provide 12 month guarantee for Siren with built-in Optical Smoke Detector complete with bases, hangers and etc.</u>				
Contractor fee	No.	3	R	-
Carried forward				
			R	-



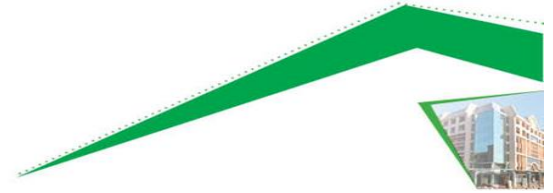
	Brought forward				R	-
Siren (Sounder)						
<u>Supply, install, test, commission and provide 12 month guarantee for Siren (Sounder) complete with bases, hangers and etc.</u>						
Contractor fee	No.	1			R	-
Manual Call Point (Break-glass) Unit						
<u>Supply, install, test, commission and provide 12 month guarantee for Manual Call Point (Break-glass) Unit - Type 1, complete with bases, hangers, brackets and etc.</u>						
Contractor fee	No.	3			R	-
Line Isolator						
<u>Supply, install, test, commission and provide 12 month guarantee for Line Isolator complete with bases, hangers, brackets and etc.</u>						
Contractor fee	No.	1			R	-
Fire Proof Cable						
<u>Supply, install, test, commission and provide 12 month guarantee for Fire Proof Cable all as specified.</u>						
Contractor fee	m	90			R	-
Addressable Fire Alarm Panel						
<u>Supply, install, test, commission and provide 12 month guarantee for Fire Control and Alarm Panel c/w battery back-up and charger, (4 Loop Panel).</u>						
Contractor fee	No.	1			R	-
Carried forward						
					R	-

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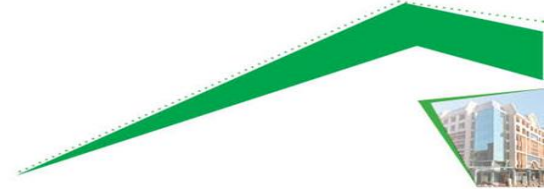


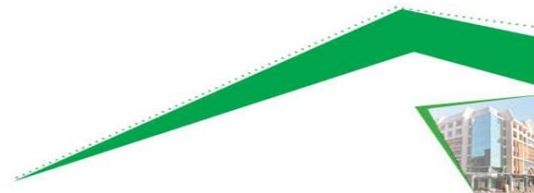


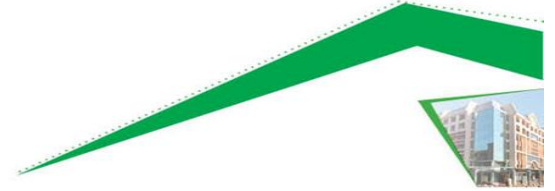
Item	Description	UoM	Qty	Rate	Amount
	SECTION B: BUILDING WORKS				
	BILL NO. 13				
	PAINTWORK				
	The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2017 Edition), the Department of Public Works and Infrastructure document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>PREPARATORY WORK TO EXISTING WORK</u>				
	<u>Previously painted plastered surfaces</u>				
	Surfaces shall be thoroughly washed 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				
	<u>Previously painted metal surfaces</u>				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	<u>Previously painted wood surfaces</u>				
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
	<u>Previously painted fibre cement and plasterboard surfaces</u>				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	<u>Colours</u>				
	Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091				
	Note: Tenderers to refer to Architect's Finishing Schedule and Paint Specifications attached to these Bill of Quantities.				



<u>PAINTWORK ETC TO NEW WORK</u>					
<u>ON PLASTERBOARD SURFACES</u>					
Prepare and apply one coat approved universal undercoat and two coats approved acrylic ceiling paint on:					
1	Ceilings and cornices	m ²	93.06	R	-
<u>ON WOOD SURFACES</u>					
Prepare and apply one coat wood primer, one coat universal undercoat and two coats approved water based paint including sanding surface between each coat on:					
2	Doors	m ²	116.96	R	-
<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u>					
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>					
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:					
3	Internal plastered walls.	m ²	190.80	R	-
<u>ON PLASTERBOARD SURFACES</u>					
Prepare and apply one coat approved universal undercoat and two coats approved acrylic ceiling paint on:					
4	Ceilings and cornices.	m ²	450.50	R	-
<u>ON FIBRE-CEMENT BOARD SURFACES</u>					
Prepare surfaces and remove all loose material, apply one coat primer, one coat approved universal undercoat and two coats approved acrylic PVA on:					
5	Fascias and barge boards	m ²	572.81	R	-
<u>ON METAL SURFACES</u>					
One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel					
6	Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area)	m ²	35.17	R	-
Carried forward				R	-

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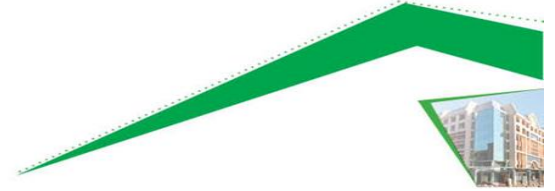
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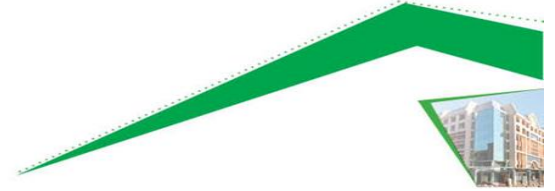
Item	Description	UoM	Qty	Rate	Amount
	<u>SECTION C: PROVISIONAL SUMS</u>				
	<u>BILL NO. 1</u>				
	PROVISIONAL SUMS				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>General:</u>				
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances				
	Unless otherwise described, all prime cost amounts and provisional sums shall be nett. No provision for more than 5% percent cash discount shall be included for the main contractor.				
	Prime cost amounts and provisional sums exclude value added tax. Prime cost amounts include for delivery to site of all articles concerned.				
	In the event of a prime cost amount or provisional sum being omitted the items "Allow for profit"... and "allow for attendance" applicable, shall be omitted together with the prime cost amount or provisional sum and no claim whatsoever will be entertained in this regard.				
	The principal agent shall be entitled to nominate or select any further specialist and other to execute work or supply and fix any goods whether or not a provisional sum is included in the bills of quantities and such specialists and other will then be deemed to be "selected subcontractors" as the case may be.				
	<u>Profit</u>				
	Where profit stated, the contractor may allow for profit if required				
	<u>Attendance upon nominated/selected subcontractors:</u>				
	The item "Allow for attendance...." which follows each provisional sum for nominated/selected subcontractors work, shall be deemed to cover all the contractors costs incurred in providing free of charge to the subcontractor the service as set out in the relevant clause in the preliminaries				



1. The services as set out in clause B9.1 of the Preliminaries				
2. Making good in all trades and cleaning down and removal of rubbish on completion				
<u>Taking delivery:</u>				
Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged, submitting a report thereof to the interested parties and issuing vouchers for the receipt of such goods. The contractor is to store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur.				
<u>Works executed under a separate/direct contract:</u>				
The contractor shall permit access to the site and to the places where the work is to be carried out and provide every facility to enable the specialist to carry out his work in a workmanlike manner and in proper order and sequence.				
1. The following sums and amounts are NET.				
2. Under no circumstances may any Provisional Sum be extended at an amount lower than the amount given in the bill.				
3. Unless a specific percentage mark-up for Attendance is indicated in a rate column, the amount priced by the Contractor for Attendance against each Provisional Sum shall be deemed to be the Lump Sum and shall not be adjusted unless the scope of the sub contract varies significantly.				
4. Provisional Sums contained here-in may be omitted or reduced at the employer's sole discretion and the Contractor shall not be entitled to claim for any loss by way of reductions or omissions or any discount, or percentage relating to Provisional Sums or PC amounts or any loss of profit related thereto.				



BUDGETARY ALLOWANCES				
1	Allow the sum of R 48 000.00 (Forty-Eight Thousand Rand) for the employment of a Community Liaison Officer (R 6 000 per month for 8 months).	Item	1	R 48,000.00 R 48,000.00
2	Provide the amount of R 96 000.00 (Ninety-Six Thousand Rand only) for in-service training of (1) graduate intern at R 12 000 per month for a period of 8 months.	Item	1	R 96,000.00 R 96,000.00
3	Provide the sum of R 300 000 (Three Hundred Thousand) for the purchasing of decanting structures.	Item	1	R 300,000.00 R 300,000.00
4	Provide the amount of R 12 000.00 (Twelve Thousand and Six Hundred Rands) for paying of (3) members of the Project Steering Committee at R 500 per person for 1 sitting a month for 8 months to be co-ordinated by the contractor.	Item	1	R 12,000.00 R 12,000.00
SUBCONTRACT WORK PROVISIONAL SUMS				
Joinery Fittings				
3	Provide the amount of R 120 000.00 (Hundred and Twenty Thousand Rand) for the supply and installation of joinery fittings complete to Architect's details and specifications	Item	1	R 120,000.00 R 120,000.00
4	Allow for profit on the above	Item	1	R -
5	Allow for attendance	Item	1	R -
Carried to Final Summary				R -



Section	<u>FINAL SUMMARY</u>	Amount
A	Preliminaries & Generals	R -
B	Building Works	R -
C	Provisional Sums	R -
	TOTAL	R -
	<u>CONTINGENCIES</u>	
	Allow a contingency amount of 10% to be used as directed by the Principal Agent.	R -
	SUB TOTAL	R -
	VAT @ 15%	R -
	Total carried to Form of Tender	R -