



## public works & infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**TENDER NO. : GQEQ-2025/2026-030**  
**REFERENCE NO. : 14/1/3/1/1/6464/5050**  
**WCS NO. : 057001**

**DEPARTMENT OF EMPLOYMENT AND LABOUR:  
MDANTSANE LABOUR CENTRE: SUPPLY AND  
INSTALLATION OF SIX CARPORTS AT EXISTING PARKING  
AREA.**

**TENDER DOCUMENT CONSISTING OF THREE VOLUMES**

VOLUME 1 – TENDERING PROCEDURES  
VOLUME 2 – RETURNABLE DOCUMENTS  
VOLUME 3 – THE CONTRACT

Compiled by:

National Department of Public Works and  
Infrastructure  
Eben Donges Building  
**PORT ELIZABETH**  
6001

NAME OF BIDDER: .....

CIDB CRS NUMBER: .....

CSD SUPPLIER NUMBER: .....

**JULY 2025**



**DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE:  
SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA  
(WCS 057001).**

**CONTACT DETAILS**

**DPWI REPRESENTATIVE**

Project Manager	Mr. S. Mngenela
Tel:	041 408 2151
Fax:	N/A
Cell:	082 570 2199
Email:	<a href="mailto:Sivenkosi.Mngenela@dpw.gov.za">Sivenkosi.Mngenela@dpw.gov.za</a>

**ARCHITECT**

Architect	Mr. I. Salaam-Madatt
Tel:	041 408 2193
Fax:	N/A
Cell:	082 814 8369
Email:	<a href="mailto:Idrees.Salaam-Madatt@dpw.gov.za">Idrees.Salaam-Madatt@dpw.gov.za</a>

**STURCTURAL ENGINEER**

Structural Engineer	Mr. D. Sibanda
Tel:	041 408 2126
Cell:	066 056 0141
Fax:	N/A
Email:	<a href="mailto:Dennis.Sibanda@dpw.gov.za">Dennis.Sibanda@dpw.gov.za</a>

**ELECTRICAL ENGINEER**

Electrical Engineer	Ms. Y. Didibani
Tel:	041 408 2303
Fax:	N/A
Cell:	060 653 4380
Email:	<a href="mailto:Yonelisa.Didibani@dpw.gov.za">Yonelisa.Didibani@dpw.gov.za</a>

**QUANTITY SURVEYOR**

Quantity Surveyor

Mr. M. Meiring

Tel:

041 408 2123

Cell:

076 991 0011

Fax:

N/A

Email:

[Martin.Meiring@dpw.gov.za](mailto:Martin.Meiring@dpw.gov.za)



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REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYMENT AND LABOUR:  
MDANTSANE LABOUR CENTRE: SUPPLY AND  
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**VOLUME 3 – THE CONTRACT**

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**JULY 2025**





## public works & infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

### DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA

TENDER NO. : GQQ-2025/2026-030  
REFERENCE NO. : 14/1/3/1/1/6464/5050  
WCS NO. : 057001

#### VOLUME 1: TENDERING PROCEDURES

**T1.1: TENDER NOTICE AND INVITATION TO QOUTATION  
PA-03 (EC)**

## PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

<b>Project title:</b>	EASTERN CAPE: MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF SIX CARPORTS
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<b>Quotation no:</b>	GQEQ-2025/2026-030	<b>Reference no:</b>	14/1/3/1/1/6464/5050
<b>Advertising date:</b>	18 July 2025	<b>Closing date:</b>	12 August 2025
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	84 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1GB** or higher, or **select tender value range select class of construction works\*** or higher.

*\*Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE\*** or higher.

*\*Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria <sup>1</sup> :	Weighting factor:
<b>Total</b>	<b>N/A</b>

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

### 3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

#### 3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in Eastern Cape for work to be done or services to be rendered in Eastern Cape	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would

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have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

#### 4. RESPONSIVENESS CRITERIA

##### 4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of the returnable tender documents submitted which forms part of the substantive responsive criteria must be fully completed in ink and signed where required. The digital and or electronic completion and signing of documents is permitted, subject to not altering the content, format and / or text of the original bid document.
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
6	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
7	<input checked="" type="checkbox"/>	<b>There will be a compulsory bid clarification / site-briefing meeting and all potential bidders must attend.</b> Submission of fully signed DPW-16 (EC) Tender Clarification Meeting Certificate, signed by the authorised official and/or completion of the attendance register. A compulsory bid clarification / site briefing meeting is necessary to clarify the latest tender documentation, project requirements and avoid unnecessary errors and omissions and all potential bidders must attend. The proof of attendance shall include any of the following legitimate documents: (1) A signed DPW-16 certificate and/or (2) Attendance register of all the attending bidders.
8	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. Any addendum or erratum will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendum or erratum. Bids will be evaluated in accordance with the published addendum or erratum.
9	<input checked="" type="checkbox"/>	The tenderer shall submit his priced Bills of Quantities / Lump Sum Document / Pricing Schedule (complete document inclusive of all parts) together with his tender. Bidder will be allowed to balance rates prior to award and correct arithmetic errors.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
11	<input checked="" type="checkbox"/>	Bids will be evaluated in terms of the Special Conditions of Tender (SCB-01) as amended and approved prior to the advert date.
12	<input checked="" type="checkbox"/>	Only offer's from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' whom submit proof of registration with the Construction Industry Development Board (CIDB) in the Class of Construction Works and Grading (or higher) specified for this tender and current status being active on the closing date of tenders, or b) Bidders whom are not registered with the CIDB or CIDB "non-compliant" in terms CIDB Class of Construction Works and / or Grading and / or status, which is either inactive or expired, or suspended or deregistered, but are capable of being registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders.  Such bidders <u>must</u> submit proof with the tender that they have already applied to CIDB, on / or before the closing date of the bid for registration, or an upgrade of their CIDB status or for the correction of their CIDB "non-compliance" status to being active in the specified Class of Construction Works and Grading (or higher).
13	<input type="checkbox"/>	Specify other responsiveness criteria
14	<input type="checkbox"/>	Specify other responsiveness criteria

15	<input type="checkbox"/>	Specify other responsiveness criteria
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**4.2. Indicate administrative responsiveness requirements applicable for this tender.**

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.



1	<input checked="" type="checkbox"/>	Submission of PA-11: Bidder's disclosure
2	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
3	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
4	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars.
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
7	<input checked="" type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 (EC) Tender Data.
8	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Part 2 of Contract Data (GCC 2015) whichever applicable to be fully completed.
9	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request. Bidder will be allowed to balance rates prior to award and correct arithmetic errors.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects. Bidders may use "own form or portfolio document". The details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (PSB) form. Bidders are required to sign and date the DPW-09 (EC) and cross-reference the documents if "own form or portfolio document" is used.
14	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda of tender documents: Bidders may be requested to confirm receipt or compliance with the Record of addenda if the Record of addenda was not submitted with the bid at the closing date.
15	<input checked="" type="checkbox"/>	<p><b>CIDB non-compliance at the time of tender</b></p> <p>If a bidder submitted with their bid, proof that they have already applied to CIDB for an upgrade or for correction of their "non-compliance" status with the CIDB, such a bidder will be deemed to be capable of being so registered in the specified Class of Works and / or Grading and will be evaluated as such, provided that the bidder's CIDB status becomes CIDB compliant and submits proof of CIDB compliance within 21 working days after the closing date. Failure to obtain and to submit documentary proof of the required compliant CIDB grading, within 21 working days of the bid closing date, will render bid non-responsive.</p> <p><b>Note:</b> The CIDB "non-compliance" status refers to a bidder's CIDB Class of Construction Works and / or Grading and / or status, which is either inactive or expired, or suspended or deregistered.</p>
16	<input checked="" type="checkbox"/>	<p><b>CIDB non-compliance after tender closing date</b></p> <p>Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status and submit proof of compliance, if the bidder was CIDB compliant on the closing date of tenders, but becomes CIDB non-compliant, after the tender closing date. Failure to submit documentary proof of the required compliant CIDB grading, within 21 working days from request, will render bid non-responsive.</p>
17	<input checked="" type="checkbox"/>	Bids will be evaluated in terms of the Special Conditions of Tender (SCB-01) as amended and approved prior to the advert date.
18	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).

**4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

**5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:**

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:**

**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

**6.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past 10 years.**

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the



Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

### **Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

### **Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

## **6.2 Commercial risks:**

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the

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delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

## 7. COLLECTION OF QUOTATION DOCUMENTS

☒ Quotation documents are available for collection during working hours

☒ Alternatively; quotation documents may be collected during working hours at the following address  
**Reception area Eben Donges Building, Hancock Street, North End 6056.** A non-refundable bid deposit of **R 0.00** payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	Department of Labour - Mdantsane Corner of Mazaule and Mfaxes Street NU1-Mdantsane		
Virtual meeting Link:	N/A		
Date:	29 July 2025	Starting time:	10:00am

## 9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Mr. S. Mngenela	<b>Telephone no:</b>	041 408 2151
<b>Cellular phone no</b>	082 570 2199	<b>Fax no:</b>	N/A
<b>E-mail</b>	Sivenkosi.Mngenela@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Ms. T. Ngesi	<b>Telephone no:</b>	041 408 2009
<b>Cellular phone no</b>	N/A	<b>Fax no:</b>	N/A
<b>E-mail</b>	<a href="mailto:Thabisa.Ngesi@dpw.gov.za">Thabisa.Ngesi@dpw.gov.za</a>		

## 10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 3913 Gqeberha 6056</p> <p><b>Attention:</b> <b>Procurement section:</b> Room 296</p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>Department of Public Works and Infrastructure Eben Donges Building Hancock Street, North End, Gqeberha 6056</p>
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## **T1.2: TENDER DATA (DPW-03 EC)**

## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>
<b>Reference no:</b>	14/1/3/1/1/6464/5050

<b>Tender / Quotation no:</b>	GQEQ-2025/2026-030	<b>Closing date:</b>	12 August 2025
<b>Closing time:</b>	11H00	<b>Validity period:</b>	12 Weeks (84 Calendar days)

<b>Clause number:</b>	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The Standard Conditions of Tender make 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 Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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C.1.4	The Employer's agent is:	
	Name:	<b>Mr. Sivenkosi Mngenela</b>
	Capacity:	<b>Departmental Project Manager</b>
	Address:	<b>Eben Donges Building, Hacock Street, North End</b>
	Tel:	<b>041 408 2153</b>
	Fax:	<b>N/A</b>
	E-mail:	<b>Sivenkosi.Mngenela@dpw.gov.za</b>
C.2.1 C.3.11	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>1 GB</b> or <b>Not applicable Not applicable**</b> class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: <b>Not applicable</b></li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>1 GB</b> or <b>Not applicable Not applicable**</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>1 GB</b> or <b>Not applicable Not applicable**</b> class of construction work</li> </ul> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: <b>Not applicable</b></p>	

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**B. BIDS WILL BE EVALUATED IN THE FOLLOWING PHASES:**

Phase 1: Responsiveness - **Applicable**  
 Phase 2: Functionality – **Not Applicable**  
 Phase 3: PPPFA Scoring – **Applicable**  
 Phase 4: Acceptability in respect of Risk to the Employer – **Applicable**  
 Phase 5: Other Objective Criteria – **Not applicable**

Bids will be evaluated in terms of the Special Conditions of Tender (SCB-01) as amended and approved prior to the advert date, and attached to the tender.

**PHASE 1: RESPONSIVENESS OF BIDS: APPLICABLE**

Determine whether each tender offer has been properly received that complies with the requirements of Condition of Tender, has been properly completed and signed, and is responsive to the other requirements of the tender documents.

**Refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.1**

**PHASE 2: FUNCTIONALITY CRITERIA: Not Applicable**

The minimum total functionality score required to qualify for further evaluation is Choose an item. **points**. Failure to meet minimum total functionality score will result in the tenderer being disqualified.

**Refer to FC-01(EC): FUNCTIONALITY CRITERIA under the returnable documents, Volume 2, for detailed functionality criteria, requirements and notes applicable to this tender.**

**PHASE 3: THE FOLLOWING POINTS SCORING METHOD WILL BE APPLICABLE FOR RESPONSIVE BIDS WHICH ACHIEVED THE MINIMUM TOTAL FUNCTIONALITY SCORE AND MINIMUM POINTS FOR EACH CRITERIA [PHASE 3]: APPLICABLE**

**3.1 Evaluation points scoring system is applicable for this bid: Method 2 (Financial and Preference Offer)**

**3.2 Preference points scoring system is applicable for this bid: 90/10 Preference points scoring system**

In case where “80/20 and/or 90/10” is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**3.3 Method to be used to calculate points for specific goals:**

**Method 2: For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) - PA-16, Table 2**

**Refer to PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 under returnable documents Volume 2, for detailed specific goals.**

**PHASE 4: ACCEPTABILITY IN RESPECT OF RISK TO EMPLOYER: Applicable**

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments.

**When applicable, refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.4**

**PHASE 5: OTHER OBJECTIVE CRITERIA: NOT APPLICABLE**

**When applicable, refer to PA-04 (EC): NOTICE AND INVITATION TO TENDER, ITEM 2.5**

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<b>C.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
<b>C.2.12</b>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing</p>
	<p>proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<b>C.2.13.2</b>	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
<b>C.2.13.5</b>	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
<b>C.2.13.6</b> <b>C.3.5</b>	A two-envelope procedure will not be followed.
<b>C.2.15</b>	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
<b>C.2.16</b>	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
<b>C2.16.3</b>	Omit the wording of the last sentence for those projects which are subject to CPAP
<b>C.2.18</b>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender;</p> <p><b>Or</b></p> <p><input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
<b>C.2.19</b>	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
<b>C.3.4.1</b> <b>C.3.4.2</b>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><b><i>Reception area Eben Donges Building, Hancock Street, North End 6056</i></b></p>
<b>C.3.8</b>	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.



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<b>C.3.9.3</b>	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
<b>C.3.9.4</b>	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.

### **T1.3: SPECIAL CONDITIONS OF BID**



# SCB-01: SPECIAL CONDITIONS OF BID

## SCB-01: SPECIAL CONDITIONS OF BID

### 1 INTERPRETATION

- 1.1 The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2 The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3 Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

### 2 PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.
- 2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

### 3 GENERAL BID RULES

- 3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
  - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
  - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
  - 3.4.3. no acceptable tender is received;
  - 3.4.4. there is a material irregularity in the tender process; or
  - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
  - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omit to deposit the bid in the bid box on or before the closing date and time.
  - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
  - 3.8.3. The bid documents were sent through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
  - 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
  - 3.11.2. CIPC registration
  - 3.11.3. CIDB registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

#### **4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS**

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document, the Department reserves the right to:
  - 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
  - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
  - 4.2.3. Cancel the bid and process

#### **5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE**

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it be deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
  - 5.2.1 The request for a validity extension will be done while the validity period of the bids is still valid.
  - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
  - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids is still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
  - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
  - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

#### **6 BRAND NAMES**

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

#### **7 CONTRACTUAL PRICE ADJUSTMENTS**

- 7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

#### **8 AUTHORITY TO SIGN BID DOCUMENTS**

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore, the following will apply when only one director or one member of the enterprise signed the bid documents:
  - 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

- 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)", was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a "Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

## **9 CONTRACT PERIOD**

- 9.1 The contract period is stipulated in the Contract Data or the specifications.
- 9.2 The construction period for Infrastructure works, will commence from the date of site handover.

## **10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
- 10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

## **11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS**

- 11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criterion or a risk assessment criterion, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

## **12 TAX COMPLIANCE**

- 12.1 No tender shall be awarded to a bidder who is non-tax -compliant.
- 12.2 All bidders' tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CSD.
- 12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have arranged with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

## **13 REGISTRATION AS A VAT-VENDOR**

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.



- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

#### **14 CERTIFICATION OF DOCUMENTS**

- 14.1 Where so required in the bid documents, bidders are required to submit copies, which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hour.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents, which forms part of the substantive responsiveness criteria may be submitted after the bid closing date.
- 14.5 The Department will not accept a copy of a previously certified document where it was a requirement to submit originally certified copies of documents and will not provide any bidder an opportunity to correct such a non-compliance.

#### **15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS**

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A "Sworn Affidavit" must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted "Sworn Affidavit" does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
  - 15.2.1 The "Sworn Affidavit" must not be expired at the closing date.
  - 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
  - 15.2.3 The "Sworn Affidavit" must be signed and dated by the bidder (Deponent).
  - 15.2.4 The "Sworn Affidavit" submitted must be signed and stamped by the "Commissioner of Oath".
  - 15.2.5 The "latest financial year-end" field must not be left blank.
    - 15.2.5.1 The latest "financial year-end date" cannot be a future date.
    - 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
- 15.3 In respect of "Sworn Affidavits" of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.4 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.5 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request, the bidder will be given a minimum of five (5) working days to respond to the Department:
  - 15.5.1 If the bidder did not select/circle/ticked "Member/ Director/ Owner" where so required. The Department will communicate with such affected the bidder in writing.
  - 15.5.2 If a bidder did not select/ circle/ ticked the required field "Financial Statements/ Management Accounts/ Audited Financial Statements" where so required. The Department will communicate with such affected the bidder in writing.
  - 15.5.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against any other submitted

document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.

- 15.5.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:

15.5.4.1 If the “day” indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder’s affidavit will be “deemed valid” and it will be evaluated.

15.5.4.2 If the “month” indicated on the submitted affidavit is wrong, the bidder’s affidavit will be will be considered invalid.

- 15.6 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.7 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

## **16 AWARDED OF POINTS FOR SPECIFIC GOALS (PA-16)**

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submits with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criterion.
- 16.7 If a bidder submits at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.8 All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

## **17 BIDDER’S DISCLOSURE/ BIDDER’S DECLARATION (PA - 11)**

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder’s offer may be eliminated if the bidder’s declaration is proven to have mislead or untrue during the bid evaluation process.

## **18 CORRECTION OF ERRORS**

- 18.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 18.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 18.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
- 18.3.1 Seek the necessary clarification from the tenderer and;
- 18.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 18.3.3 Allow the tenderer to correct / ratify any noncompliance, where necessary.



## 19 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

19.1 N/A

## 20 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

20.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required / specified proof or supportive documents for that particular sections of the document, may be allowed to correct such non-compliance unless the item/s to be rectified is listed as a substantive criteria.

## 21 REFEREE CONTACT DETAILS AND REFERENCE LETTERS

- 21.1 Bidders must use the DPWI Referee Details template provided in the bid where specified;  
Or  
Where required and specified, the DPWI reference letter format issued with the tender must be used to qualify for points. In this instance no other form or format of reference letters will be considered.
- 21.2 If the bidder's performance is not indicated by the referee in the reference letter, the Department will deem the bidder's performance was unsatisfactory and will not verify the contrary.
- 21.3 It is the bidder's responsibility to ensure that their references are contactable.
- 21.4 The Department will only request the bidder to provide an alternative contact number when the listed referee/s is not contactable. The Department will only engage with the bidder once to provide alternative contact numbers to verify the reference letter, if it is listed referee is not contactable on the Department's first attempt.
- 21.5 If the Department receives no response on the bidder's referees, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also, a "no comment" reply will be deemed as an unsatisfactory performance.
- 21.6 Bidders will not be allowed to submit new or alternative referee/s or reference letter, if the initial listed referee/s are not responding.

## 22 POINTS FOR SPECIFIC GOALS

- 22.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.
- 22.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 22.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

## 23 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

Criteria	Special Conditions of Bid
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: <ul style="list-style-type: none"> <li>i. Certificate of Incorporation - CM1;</li> <li>ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or</li> <li>iii. Memorandum of Incorporation in the case of a personal liability company.</li> </ul>
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies)	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).

Criteria	Special Conditions of Bid
duly registered as profit or non-profit company(ies).	
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: <ul style="list-style-type: none"> <li>i. The Founding Statement - CK1; and</li> <li>ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.</li> </ul>
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: <ul style="list-style-type: none"> <li>i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</li> </ul>
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

## 24 DISCLAIMER

- 24.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct / ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
- 24.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc., without requesting the corrections/ ratifications of a matter, which is eligible as per the "Special Conditions of Bid".

– End Special Conditions of Bid –  
(Version: Approved 26 June 2024 and amended 19 May 2025)

#### **T1.4: SWORN AFFIDAVIT**

## B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1) The contents of this statement are to the best of my knowledge a true reflection of the facts.  
 2) I am a Member ☐ / Director ☐ / Owner ☐ **(Select one)** of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas;		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- ☐ The Enterprise is \_\_\_\_\_ % Black Owned  
☐ The Enterprise is \_\_\_\_\_ % Black Female Owned  
☐ The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

- |  |         |
|--|---------|
| o Black Youth %                        | _____ % |
| o Black Disabled %                     | _____ % |
| o Black Unemployed %                   | _____ % |
| o Black People living in Rural areas % | _____ % |
| o Black Military Veterans %            | _____ % |



Select applicable

4) Based on the Financial Statements ☐ / Management Accounts and other information available ☐ on the latest financial year-end of \_\_\_\_/\_\_\_\_/\_\_\_\_, (format: day/month/year) the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

BEP R1.8 million

Contractor R3.0 million

Supplier R3.0 million

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Bidder

Stamp Commissioner of Oath



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYMENT AND LABOUR:  
MDANTSANE LABOUR CENTRE: SUPPLY AND  
INSTALLATION OF SIX CARPORTS AT EXISTING PARKING  
AREA**

**TENDER NO. : GQEQ-2025/2026-030**  
**REFERENCE NO. : 14/1/3/1/1/6464/5050**  
**WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

**VOLUME 1 – TENDERING PROCEDURES**  
**VOLUME 2 – RETURNABLE DOCUMENTS (THIS DOCUMENT)**  
**VOLUME 3 – THE CONTRACT**

Compiled by:

National Department of Public Works and  
Infrastructure  
Eben Donges Building  
**PORT ELIZABETH**  
6001

NAME OF BIDDER: .....

**JULY 2025**



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**VOLUME 2 OF 3**

**DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE  
LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX  
CARPORTS AT EXISTING PARKING AREA**

**TENDER NO. : GQEQ-2025/2026-030**  
**REFERENCE NO. : 14/1/3/1/1/6464/5050**  
**WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

**VOLUME 1 – TENDERING PROCEDURES**

**VOLUME 2 – RETURNABLE DOCUMENTS (THIS DOCUMENT)**

**VOLUME 3 – THE CONTRACT**



## public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

### **DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA**

**TENDER NO. : GQEQ-2025/2026-030**  
**REFERENCE NO. : 14/1/3/1/1/6464/5050**  
**WCS NO. : 057001**

<b>VOLUME 2: TENDER DOCUMENTS</b>
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**C1.1: FORM OF OFFER AND ACCEPTENCE  
(DPW – 07 EC)**

## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA		
Tender / Quotation no:	GQEQ-2025/2026-030	Reference no:	14/1/3/1/1/6464/5050

### OFFER

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

**DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA**

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 TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES** ("All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) **IS:**

**Rand (in figures) R** .....

**Rand (in words)**.....

.....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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.

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
For Internal & External Use

**Tender / Quotation no: GQEQ-2025/2026-030**

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

- The official documents ..... ☐
- The official alternative ..... ☐
- Own alternative (only if documentation makes provision therefore) ..... ☐

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
  - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
  - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender / Quotation no: GQEQ-2025/2026-030**

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

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**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 Agreement 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 tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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Effective date 5 July 2022

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Version 2022/04

**Tender / Quotation no: GQEQ-2025/2026-030**

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<i>Eben Donges Building Hancock Street North End Gqeberha 6056</i>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised 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 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.

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

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Effective date 5 July 2022

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**C.1.2: CONTRACT DATA PART 2 – DATA PROVIDED BY THE  
CONTRACTOR  
(DPW-04 EC)**

## DPW-04 (EC): CONTRACT DATA - PART 2

### DATA PROVIDED BY THE CONTRACTOR

### JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>
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<b>Tender / Quotation no:</b>	GQEQ-2025/2026-030	<b>WCS no:</b>	057001	<b>Reference no:</b>	14/1/3/1/1/6464/5050
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank.</b> Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>



**Tender / Quotation no:** Error! Reference source not found.

## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

**Guarantee for construction:** Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

<b>Guarantee for payment by employer [11.5.1; 11.10]</b>	Not applicable
<b>Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]</b>	Not applicable

**Tender / Quotation no:** Error! Reference source not found.

## C 2.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

### Payment methods

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

### 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 3.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B

☐

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

**Tender / Quotation no:** Error! Reference source not found.

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

## **T2.2: RETURNABLE SCHEDULE**

**DECLARATION OF INTEREST AND TENDER'S PAST SUPPLY  
MANAGEMENT PRACTICES (PA-11)**

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

**YES / NO**

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

Full Name	Identity Number	Name of State institution

(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.

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

**YES / NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES / NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to 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.
- 3.5 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.
- 3.6 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.

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





- 3.7 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

**This form has been aligned with SBD4**

**RESOLUTION OF BOARD OF DIRECTORS (PA-15.1)**

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
(Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
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## PA-15.1: Resolution of Board of Directors

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18			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

### Note:

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### ENTERPRISE STAMP

**RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO  
CONSORTIA OR JOINT VENTURES (PA-15.2)**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES  
(PA-15.3)**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)  
on \_\_\_\_\_ (date)

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2022  
(PA-16)**

## PA-16: 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 Preference Points System to be applied

(tick whichever is applicable).

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

### 1.3 Points for this tender shall be awarded for:

#### 1.3.1 Price; and

#### 1.3.2 Specific Goals

### 1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

## 1.5 Breakdown Allocation of Specific Goals Points



**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Eastern Cape Province area for work to be done or services to be rendered the Eastern Cape	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women.	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability.	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



			<p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth.	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people.	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Eastern Cape Province area for work to be done or services to be rendered in that area.	2	<p>Or</p> <ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>• Any account or statement which is in the name of the bidder.</li> </ul>

			<p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women.	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability.	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth.	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people.	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women.	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

	OR  5. <input type="checkbox"/>	owned by black people with disability.		and  • Medical Certificate indicating that the disability is permanent.  Or  • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.  Or  National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
		An EME or QSE or any entity which is at least 51% owned by black youth.	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

**Black people** mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form

determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10	N/A	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2	N/A	
3. An EME or QSE (or any entity for procurement	2	4	N/A	



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
transaction with rand value greater than R1 Million) which is at least 51% owned by black women				
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2	N/A	
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.	2	2	N/A	

#### 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:** .....

.....

.....

.....

**CERTIFICATE OF INDEPENDENT BID DERTEMINATION  
(PA-29)**

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA		
<b>Bid no:</b>	GQEQ-2025/2026-030	<b>Reference no:</b>	14/1/3/1/1/6464/5050

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

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

**(Name of Bidder)**

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

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

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.

Name of Bidder	Signature	Date	Position

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

**DECLARATION OF DESIGNATED GROUPS  
(PA-40)**



## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: GQEQ-2025/2026-030

Name of Tenderer ..... ☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

### 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: GQEQ-2025/2026-030

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

**REGISTRATION ON NATIONAL TRASURY'S CENTRAL SUPPLIER  
DATA BASE (CSD)**

**(BIDDER TO INSERT CSD REPORT)**

**PARTICULARS OF TENDERER'S PROJECTS  
DPW-09 (EC)**

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>			
<b>Tender / quotation no:</b>	GQEQ-2025/2026-030	<b>Closing date:</b>	12 August 2025	
<b>Advertising date:</b>	18 July 2025	<b>Validity period:</b>	84 Calendar days	

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

## 1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

**SITE INSPECTION MEETING CERTIFICATE  
DPW-16 (EC)**



## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>		
<b>Tender / Quotation no:</b>	<b>GQEQ-2025/2026-030</b>	<b>Reference no:</b>	<b>14/1/3/1/1/6464/5050</b>
<b>Closing date:</b>	<b>12 August 2025</b>		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

**RECORD OF ADDENDA TO TENDER DOCUMENTS  
DPW-21 (EC)**

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>		
<b>Tender no:</b>	<b>GQEQ-2025/2026-030</b>	<b>Reference no:</b>	<b>14/1/3/1/1/6464/5050</b>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



**SCHEDULE OF PROPOSED SUB CONTRACTORS  
DPW-15 (EC)**

## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA.</b>		
<b>Tender no:</b>	<b>GQEQ-2025/2026-030</b>	<b>Reference no:</b>	<b>14/1/3/1/1/6464/5050</b>

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
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**PARTICULARS OF ELECTRICAL CONTRACTOR  
DPW-22 (EC)**



## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA		
<b>Tender no:</b>	GQEQ-2025/2026-030	<b>Reference no:</b>	14/1/3/1/1/6464/5050

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
<b>Electrical Contractor registration number at the Department of Labour</b>	<div></div>

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



**DEPARTMENT OF EMPLOYMENT AND LABOUR:  
MDANTSANE LABOUR CENTRE: SUPPLY AND  
INSTALLATION OF SIX CARPORTS AT EXISTING PARKING  
AREA**

**TENDER NO. : GQEQ-2025/2026-030  
REFERENCE NO. : 14/1/3/1/1/6464/5050  
WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

VOLUME 1 – TENDERING PROCEDURES  
VOLUME 2 – RETURNABLE DOCUMENTS

**VOLUME 3 – THE CONTRACT (THIS DOCUMENT)**



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE  
LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX  
CARPORTS AT EXISTING PARKING AREA**

**TENDER NO. : GQEQ-2025/2026-030  
REFERENCE NO. : 14/1/3/1/1/6464/5050  
WCS NO. : 057001**

**CONSISTING OF THREE VOLUMES**

<b>VOLUME 3: THE CONTRACT</b>
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## **PART C1: AGREEMENT AND CONTRACT DATA**

**C.1.2: CONTRACT DATA PART 1 – DATA PROVIDED BY THE  
EMPLOYER  
(DPW-04 EC)**

## DPW-04 (EC): CONTRACT DATA - PART 1

### DATA PROVIDED BY THE EMPLOYER

### JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

<b>Project title:</b>	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA
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<b>Tender / Quotation no:</b>	GQE-2025/2026-030	<b>WCS no:</b>	057001	<b>Reference no:</b>	14/1/3/1/1/6464/5050
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>
	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank.</b> Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

<b>Works description</b>	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description
	<p>The project scope of work entails provision of six (6) structural steel car ports, positioned in the existing concrete parking area at the Mdantsane Department of Labour offices. The scope of work include the necessary excavations and concrete work for column bases. The scope of work also entails relocation and repairs to existing electrical supply kioski, provision of light fittings for the parking bays and issuing Electrical Occupancy Certificates.</p>

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## A 2.0 Site [1.1]

Erf / stand number	972
Site address	981 Mdantsane Access-Weg.
Township / Suburb	Mdantsane Unit 1
City / Town	East London
Province	Eastern Cape
Local authority	Buffalo City Local Municipality
GPS Coordinates	32°56'53.71"S, 27°46'40.70"E

## A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Nolizwi.Hlengwa@dpw.gov.za	Telephone	047 502 7010
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth 6056		

### A 3.2 Employer's representative:

Name	Sivenkosi Mngenela	Telephone number	041 408 2151
E-mail	Sivenkosi.Mngenela@dpw.gov.za	Mobile number	082 570 2199
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth 6056		

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<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	Architect
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Name	Mr. I. Salaam-Madatt		
Legal entity of above	DPWI	Contact person	Mr. I. Salaam-Madatt
Practice number		Telephone number	041 408 2193
Country	South Africa	Mobile number	082 814 8369
E-mail	Idrees.Salaam-Madatt@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Structural Engineer
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Name	Mr. D. Sibanda		
Legal entity of above	DPWI	Contact person	Mr. D. Sibanda
Practice number		Telephone number	041 408 2126
Country	South Africa	Mobile number	066 056 0141
E-mail	Dennis.Sibanda@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Electrical Engineer
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Name	Ms. Y. Didibani		
Legal entity of above	DPWI	Contact person	Ms. Y. Didibani
Practice number		Telephone number	041 408 2303
Country	South Africa	Mobile number	060 653 4380
E-mail			
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		



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<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Quantity Surveyor
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Name	Mr. M. Meiring		
Legal entity of above	DPWI	Contact person	Mr. M. Meiring
Practice number		Telephone number	041 408 2123
Country	South Africa	Mobile number	076 991 0011
E-mail	Martin.Meiring@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	Project Manager
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Name	Mr. S. Mngenela		
Legal entity of above	DPWI	Contact person	Mr. S. Mngenela
Practice number		Telephone number	041 408 2151
Country	South Africa	Mobile number	082 570 2199
E-mail	Sivenkosi.Mngenela@dpw.gov.za		
Postal address	Private Bag X3913 Port Elizabeth 6056		
Physical address	Eben Donges Building Hancock Street and Robert North End Port Elizabeth		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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<b>A 10.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> edition
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**B 2.0 Law, regulations and notices [2.0]**

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

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

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued
Site Conditions	
Approved Shop Drawings	

**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] [6.7 [CD] ]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

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**B 6.0 Insurances [10.0]**

<b>Insurances by contractor</b> NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). <b>Insured amounts to include VAT.</b>			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R	Not Applicable
	<b>Other insurances [10.1.5]</b>		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R	Applicable
	Other insurances: If applicable, description 1:	R	Applicable
	Other insurances; If applicable, description 2:	R	Not Applicable

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**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: government vehicles utilise the parking space where the parking bays are to be installed. Vehicles also use the space for access and delivery. Personnel also use the space for access into the facility.	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: Operational Hours are 07:30am to 4pm Mondays to Friday. Facility is closed on Saturday and Sunday.	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description: Site to be rehabilitated to its original state/condition upon completion of the works.	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: Contractor must request permission to access/work inside the building or on any services that may interrupt operations, this includes electrical cables, fire and portable water supplies, storm water, sewer line etc.	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Applicable	If applicable, description of specialisation
Specialisation 1	Electrical Installation
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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**B 10.0 Appointment of Direct Contractors [16.0]**

Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	Structural Steel and Roof Covering
Extent of work	
Extent of work	
Extent of work	
Extent of work	

**B 11.0 Works to be completed in sections [20.1]**

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

**B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]**

**B12.1 Contract Period**

<b>Contract period [B18: 1.2]:</b> Period in <b>months</b> as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	One (1) Month



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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	N/A
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	Six (6) Months
Period to achieve Works Completion Refer B18.0 [19.8]	One (1) Month
Defect liability period up to and including Final Completion	12
<b>Total Contract Period [B18: 1.2]</b>	Twenty (20) Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 25.00

#### B12.2 Construction Period for completion of the Works as a whole

<b>Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0]</b> The time for achieving Practical Completion of the whole of the Works is <b>measured from the</b> date of possession of the <b>site</b> by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> .	Applicable
The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	Six (6) Calendar Months
Period for inspection in <b>working days</b> by the principal agent [19.3]	5 working days
<b>Penalty amount</b> per calendar day for <b>late Practical Completion</b> , excluding VAT. [24.1]	R 245.00
<b>Penalty amount</b> per calendar day for <b>late Works Completion</b> Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 75.00
<b>Penalty amount</b> per calendar day for <b>late Final Completion [21]</b> : Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 40.00

#### B12.3 Construction Period for completion of the Works in portions

<b>Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]</b>	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in <b>working days</b> [19.3]						
The date for practical completion shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1]	Not Applicable
Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>the whole of the Works</b> , excluding VAT	

**B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]**

Criteria to achieve Practical Completion not covered in the definition of practical completion	
<b>13.1</b>	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
<b>13.2</b>	All relevant CoCs
<b>13.3</b>	All guarantees
<b>13.4</b>	Training on electrical, security and mechanical installations if contractually required
<b>13.5</b>	Maintenance / operating manuals
<b>13.6</b>	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
<b>13.7</b>	
<b>13.8</b>	
<b>13.9</b>	
<b>13.10</b>	



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**B 14.0 Defects liability period [21.0]**

Extended defects liability period: Refer B18.0 [21.13]

Applicable	If applicable, description of applicable elements
14.1	Structural and Civil Works
14.2	All Electrical Installation and Reticulation
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	20
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

**B 16.0 Dispute resolution [30.0]**

<b>Mediation</b>	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
<b>Litigation</b>	Court with Jurisdiction

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**B 17.0 JBCC® General Preliminaries - selections**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Not Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Not Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Electricity [P8.2]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4] Telephone, Cellphone, Emails and Internet Connectivity		Applicable
Protection of the works - specific requirements [P11.1] Works to be protected against all damages and vandalism		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5] Contractor to ensure that there is minimum disturbance of operations during construction. Contractor to co-ordinate the works with Project Manager, Principal Agent and Department of Employment and Labour.		Applicable
Environmental disturbance - specific requirements [P11.6] Environmental legislation to be adhered to during construction and site to be rehabilitated and cleared of any waste upon completion of the project.		Applicable

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#### **B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION**

[Details of changes made to the provisions of **JBCC** standard documentation]

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

## 1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and 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 representative or 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 PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion.

**COST FLUCTUATION** shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

**DEFAULT INTEREST:** No clause.

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

**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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

**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**.

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### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of 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].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 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, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: 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.
9.2.7	Add the following to the end of the first sentence: ".... due to no fault of the contractor".

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9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 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	Add the following as clause 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	Add the following as clause 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	Add the following as clause 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 letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.5.1.4	Add the following as clause 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.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).  In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.  The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance 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).

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12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8  <b>WORKS COMPLETION</b> (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

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19.8 Continued	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8 (2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
20.2.1.A	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
21.1	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).</p>
21.6	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
21.6.1.	<p>Omit clause.</p>

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21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].
24.2	Replace clause 24.2 with the following: Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

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25.3	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following:</p> <p>Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following:</p> <p>The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>

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25.12 Continued	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b> , to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b> .
26.12	Refer to clause 6.7 [CD].
27.1. 2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	<p>Add the following as clause 27.5:</p> <p>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

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27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The <b>contractor's</b> estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The <b>contractor</b> has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The <b>employer</b> has the right of recovery against the <b>contractor</b> , where applicable, [CD] from:  The guarantee for construction (variable) until the final payment has been made; <b>or</b> The guarantee for construction (fixed) until the date of practical completion; <b>or</b> The payment reduction until the final payment is made; <b>or</b> The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

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29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

**Tender / Quotation no:** GQEQ-2025/2026-030

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".



## B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

**C1.3: FORM OF GAURANTEE  
FIXED CONSTRUCTION GUARANTEE  
DPW 10.1 (EC)**

## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

The Director General  
Private Bag X3913  
Gqeberha  
6056

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: GQEQ-2025/2026-030, for the :MDANTSANE LABOUR CENTRE: DEPARTMENT OF EMPLOYMENT AND LABOUR: SUPPLY AND INSTALLATION OF SIX CARPORTS. (hereinafter referred to as the "contract") in the amount of R **insert amount, (insert amount in words)**, (hereinafter referred to as the **contract sum**),  
  
I / We, \_\_\_\_\_  
  
in my/our capacity as \_\_\_\_\_ and hereby  
  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: **GQEQ-2025/2026-030**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_

**AS WITNESS**

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the **guarantor's *domicilium citandi et executandi***, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: \_\_\_\_\_  
\_\_\_\_\_

**C1.3: FORM OF GAURANTEE  
VARIABLE CONSTRUCTION GAURANTEE  
DPW 10.3 (EC)**

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## DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General  
Department of Public Works and Infrastructure  
Government of the Republic of South Africa

### FOR ATTENTION

**The Director General**  
Private Bag X3913  
**Gqeberha**  
**6056**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **GQEQ-2025/2026-030**, for the **DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA** (hereinafter referred to as the "**contract**" in the amount of R **insert amount, (insert amount in words)** (hereinafter referred as the **contract sum**),  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount, (insert amount in words)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **GQEQ-2025/2026-030**

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender no: **GQEQ-2025/2026-030**

By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked  
Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**C2.1: PRICING ASSUMPTIONS**  
**PG-01.2 (EC)**

## PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA				
Tender Quotation no:	/	GQEQ-2025/2026-030	WCS no:	057001	Reference no: 14/1/3/1/1/6464/5050

### C2.1 Pricing Assumptions

#### C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For ‘Rate Only’ items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “PW 371” and the principles contained in the latest version of the Standard System for Measuring Builders’ Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

#### **C2.1.2 VALUE ADDED TAX**

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.3 CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C2.1.4 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

#### **C2.1.5 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

### **C2.1.6 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.7 FIXED PRICE CONTRACT**

The Bills of Quantities document is not a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

### **C2.1.8 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

### **C2.1.9 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

### **C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

**Submission of Local Material Utilisation Reports is “not applicable” to this project.**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.11 CONTRACT PARTICIPATION GOALS**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's



**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

**C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Manufacturers CPG is “not applicable” to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Building Material Suppliers CPG is not applicable to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Local Labour Skills Development CPG is not applicable to this project.**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**The Minimum Targeted Enterprise Development Contract Participation Goal is not applicable to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is not *applicable* to this project.**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

**Payment**

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

**(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:**

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.



**Table 2: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

- (b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration;

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: The notional cost pf providing training opportunities per quarter**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.*

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	<b>2</b>			<b>R338 000</b>

**C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

**The National Youth Service Training and Development Programme is *applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's

Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.1.11.7 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

## **C2.2: BILLS OF QUANTITIES**

Item No		Quantity	Amount
	<p><b><u>BILL No. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b>MEANING OF TERMS "TENDER / TENDERER"</b></p> <p>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"</p> <p><b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b></p> <p>The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The <b>JBCC</b> Principal Building Agreement <b>contract data for organs of state and other public sector bodies</b> forms an integral part of this <b>agreement</b></p> <p>The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b> / lump sum document, amended as hereinafter described</p> <p>The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p>		
	<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>TENDERER'S SELECTIONS</u></b></p> <p>Before submission of his tender the <b>contractor</b> is to complete the tenderer's selections in the <b>contract data for organs of state and other public sector bodies</b></p> <p><b><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></b></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned <b>JBCC</b> General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should the <b>contractor</b> select Option A in the <b>contract data for organs of state and other public sector bodies</b> for the adjustment of <b>preliminaries</b>, the amounts entered against the relevant items in these <b>preliminaries</b> are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><b><u>PRICING OF BILLS OF QUANTITIES</u></b></p> <p>The <b>contractor</b> is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this <b>agreement</b>.</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these <b>bills of quantities</b> and no claim for any extras arising out of the <b>contractor's</b> omission to price any item will be entertained</p> <p>Prices for all <b>construction equipment</b>, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	<p style="text-align: center;">R</p>
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<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>VALUE ADDED TAX</u></b></p> <p>Provision is made in the summary page of these <b>bills of quantities</b> / lump sum document for the inclusion of Value Added Tax (VAT)</p> <p><b><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>INTERPRETATION</u></b></p> <p><b><u>A1.0 DEFINITIONS AND INTERPRETATION</u></b></p> <p>Clause 1.0</p> <p>The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be</p> <p><b>ADVERSE WEATHER CONDITIONS:</b> Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site</p> <p><b>AGREEMENT:</b> The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and 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 representative or representatives of the parties</p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the contractor and ending on the date of <b>practical completion</b></p> <p><b>CONTRACT PERIOD:</b> The period commencing on the date of the letter of acceptance and ending on the date of final completion</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	



<p style="text-align: right;"><b>Brought Forward</b></p> <p><b>COST FLUCTUATION</b> shall mean contract price adjustment provision ( CPAP ) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule</p> <p><b>DEFAULT INTEREST:</b> No Clause</p> <p><b>GUARANTEE FOR CONSTRUCTION:</b> A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]</p> <p><b>INTEREST:</b> 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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State</p> <p><b>LETTER OF ACCEPTANCE:</b> The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer</p> <p><b>PAYMENT CERTIFICATE:</b> A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the agreement shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b></p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	

		Brought Forward	R	
1/1	<p><b>TARGETED SUBCONTRACTORS:</b> Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.</p> <p>F:..... V:..... T:.....</p>		Item	
1/2	<p><b>A2.0 LAW, REGULATIONS AND NOTICES</b></p> <p>Clause 2.0</p> <p>F:..... V:..... T:.....</p>		Item	
1/3	<p><b>A3.0 OFFER AND ACCEPTANCE</b></p> <p>Replace Clause 3.3 with the following: This agreement shall come into force on the date of letter of 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]</p> <p>F:..... V:..... T:.....</p>		Item	
1/4	<p><b>A4.0 CESSION AND ASSIGNMENT</b></p> <p>Clause 4.0</p> <p>Ref Clause 6.7 [CD] - Clause 4.2</p> <p>Replace Clause 4.3 with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained</p> <p>F:..... V:..... T:.....</p>		Item	
		Carried Forward	R	
<p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>				

		<b>Brought Forward</b>	R	
1/5	<p><b>A5.0 DOCUMENTS</b></p> <p>Clause 5.0</p> <p>Replace last sentence of Clause 5.2 with the following: The original signed agreement shall be held by the Employer</p> <p>Replace Clause 5.4 with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference</p> <p>Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:.....</p>		Item	
1/6	<p><b>A6.0 EMPLOYER'S AGENTS</b></p> <p>Clause 6.0</p> <p><b>Replace Clause 6.5 with the following:</b> Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent</p> <p><b>Add the following as Clause 6.7:</b> In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12</p> <p>F:..... V:..... T:.....</p>		Item	
		<b>Carried Forward</b>	R	
	<p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>			

	Brought Forward	R	
1/7	<b>A7.0 DESIGN RESPONSIBILITY</b>  Clause 7.0  <b>Replace first sentence of Clause 7.2 with the following:</b> Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof  F:..... V:..... T:.....  <u><b>INSURANCES AND SECURITIES</b></u>	Item	
1/8	<b>A8.0 WORKS RISK</b>  Clause 8.0  <b>Replace Clause 8.4 with the following:</b> The <b>contractor</b> shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the employer against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary  F:..... V:..... T:.....	Item	
1/9	<b>A9.0 INDEMNITIES</b>  Clause 9.0  <b>Add the following to the end of the first sentence of Clause 9.2.7:</b> "... due to no fault of the contractor  9.2.9 No Clause  9.2.10 No Clause  <b>Add the following as clause 9.3:</b> The employer's rights to claim damages for the contractor's omissions and actions will not be affected.  F:..... V:..... T:.....	Item	
1/10	<b>A10.0 INSURANCES</b>		
	Carried Forward	R	
	Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b>		

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 10.0</p> <p><b>Replace Clause 10.1 with the following:</b> The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]</p> <p><b>Add the following as Clause 10.1.5.1:</b> <b>Hi Risk Insurance</b> 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</p> <p><b>Add the following as Clause 10.1.5.1.1 Damage to the works</b> The contractor shall, from the date of possession of the <b>site</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>10.1.5.1.2 Injury to persons or loss of or damage to property</b> The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b>, whether belonging to or under the control of the <b>employer</b> 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</p> <p><b>10.1.5.1.3 Replace Clause with the following:</b></p>	<p style="text-align: center;">R</p>
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	<p style="text-align: center;">R</p>

		<b>Brought Forward</b>	R	
	<p>It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, <b>within twenty-one (21) calendar days of the date of letter of acceptance</b>, but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy.</p> <p><b>10.1.5.1.4 Replace Clause with the following:</b> The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> 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 <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p><b>10.2 Replace Clause with the following:</b> Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary</p> <p>10.6 No Clause</p> <p><b>Add the following as Clause 10.11</b> In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay</p> <p>F:.....V:.....T:.....</p>			
1/11	<b>A11.0 SECURITIES</b>		Item	
	<p><b>Add the following as to the relevant related Clauses as follows:</b></p> <p><b>Add the following to Clause 11.1:</b></p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within</p>			
		<b>Carried Forward</b>	R	
	<p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>			

<p style="text-align: right;"><b>Brought Forward</b></p> <p>fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5</p> <p>11.1.1 No Clause</p> <p>11.1.2 No Clause</p> <p>11.2.2 No Clause</p> <p>11.3 No Clause</p> <p><b>Replace Clause 11.4.1 with the following:</b> Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p> <p>11.5 No Clause</p> <p>11.6 No Clause</p> <p>11.7 No Clause</p> <p>11.8 No Clause</p> <p>11.9 No Clause</p> <p>11.10 No Clause</p> <p><b>Add the following as Clause 11.11:</b> Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.11.1:</b> The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.11.2:</b></p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	



**Brought Forward**

R

The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

**Add the following as Clause 11.11.3:**

Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

**Add the following as Clause 11.11.4:**

Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

**Add the following as Clause 11.11.5:**

On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

**Add the following as Clause 11.11.6:**

The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

**Add the following as Clause 11.12:**

Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

**Add the following as Clause 11.12.1:**

The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

**Add the following as Clause 11.12.2:**

The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

**Add the following as Clause 11.12.3:**

The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

**Add the following as Clause 11.12.4:**

Where the employer has a right of recovery against the contractor in terms of

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<p style="text-align: right;"><b>Brought Forward</b></p> <p>27.0, the employer shall issue a written demand in terms of the variable construction guarantee.</p> <p><b>Add the following as Clause 11.13:</b> Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.13.1:</b> The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).</p> <p><b>Add the following as Clause 11.13.2:</b> The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.</p> <p><b>Add the following as Clause 11.13.3:</b> The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p><b>Add the following as Clause 11.13.4:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.13.5:</b> Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.</p> <p><b>Add the following as Clause 11.14.1:</b> Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p><b>Add the following as Clause 11.14.2:</b> The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p><b>Add the following as Clause 11.14.3:</b> Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.</p> <p><b>Add the following as Clause 11.14.4:</b></p>	R	
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	<p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p><b>Add the following as Clause 11.14.5:</b> Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.</p> <p><b>Add the following as Clause 11.15:</b> Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.</p> <p><b>Add the following as Clause 11.15.1:</b> The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.</p> <p><b>Add the following as Clause 11.15.2:</b> The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p><b>Add the following as Clause 11.16:</b> Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.</p> <p><b>Add the following as Clause 11.17:</b> Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).</p> <p>F:..... V:..... T:.....</p> <p><b><u>EXECUTION</u></b></p> <p><b>A12.0 OBLIGATIONS OF THE PARTIES</b></p> <p>Clause 12.0</p> <p>12.1.1 No Clause</p> <p><b>Replace Clause 12.1.5 with the following:</b> Give possession of the site to the contractor within ten (10) working days after</p>			
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22</p> <p>12.1.6 No Clause</p> <p>12.1.8 No Clause</p> <p><b>Replace Clause 12.2.2 with the following:</b> The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum</p> <p><b>Replace Clause 12.2.5 with the following:</b> Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD]</p> <p><b>Replace Clause 12.2.13 with the following:</b> Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor</p> <p><b>Add the following as Clause 12.2.22:</b> Within fourteen (14) working days of the date of the letter of acceptance 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)</p> <p><b>Add the following as Clause 12.2.23:</b> The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]</p> <p><b>Offices</b></p> <p>The <b>contractor</b> shall provide, maintain and remove on completion of the <b>works</b> an office for the exclusive use of the <b>principal agent</b>, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]</p> <p>F:..... V:..... T:.....</p> <p>Main notice board</p>	<p style="text-align: center;">R</p>	
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	<p>The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]</p> <p>F:..... V:..... T:.....</p>	Item	
1/13	<p><b>A13.0 SETTING OUT</b></p> <p>Clause 13.0</p> <p>F:..... V:..... T:.....</p>	Item	
1/14	<p><b>A14.0 NOMINATED SUBCONTRACTORS</b></p> <p>Clause 14.0</p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4</p> <p>14.1.5 No Clause</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1</p> <p>Ref Clause 6.7 [CD] - Clause 14.6</p> <p>F:..... V:..... T:.....</p>	Item	
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1/15	<p><b>A15.0 SELECTED SUBCONTRACTORS</b></p> <p>Clause 15.0</p> <p>Ref Clause 6.7 [CD] - Clause 15.1.4 &amp; Clause 15.5</p> <p>15.1.5 No Clause</p> <p><b>Replace Clause 15.1.2 with the following:</b> The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1</p> <p>F:..... V:..... T:.....</p>		Item	
1/16	<p><b>A16.0 DIRECT CONTRACTORS</b></p> <p>Clause 16.0</p> <p>F:..... V:..... T:.....</p>		Item	
1/17	<p><b>A17.0 CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.0</p> <p><b>Replace Clause 17.4 with the following:</b> The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21</p> <p><b>Add the following clause as Clause 17.6:</b> Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</p> <p>F:..... V:..... T:.....</p>		Item	
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	<b><u>COMPLETION</u></b>		
1/18	<b>A18.0 INTERIM COMPLETION</b>		
	Clause 18.0		
	F:..... V:..... T:.....	Item	
1/19	<b>A19.0 PRACTICAL COMPLETION</b>		
	Clause 19.0		
	<b>Replace Clause 19.5 with the following:</b> On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section		
	<b>Add the following as Clause 19.8:</b> <b>WORKS COMPLETION</b> (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.  (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:  (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer  (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)  (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:  (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the		
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date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

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#### A20.0 COMPLETION IN SECTIONS

##### Clause 20.0

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1/21	<p style="text-align: right;"><b>Brought Forward</b></p> <p><b>A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</b></p> <p>Clause 21.0</p> <p><b>Replace Clause 21.1 with the following:</b> The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)</p> <p><b>Replace Clause 21.6 with the following:</b> On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired</p> <p>21.6.1 Omit Clause</p> <p>21.6.2 Omit Clause</p> <p><b>Add the following as Clause 21.13:</b> The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14</p> <p><b>Add the following as Clause 21.14:</b> Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	R	Item

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1/22	<p><b>A22.0 LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 22.0</p> <p>22.3.2 No Clause</p> <p>F:..... V:..... T:.....</p>		Item	
1/23	<p><b>A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION</b></p> <p>Clause 23.0</p> <p>Ref Clause 6.7 [CD] - Clause 23.1 Ref Clause 6.7 [CD] - Clause 23.2</p> <p><b>Replace Clause 23.3 with the following:</b> Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]</p> <p>Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8</p> <p>F:..... V:..... T:.....</p>		Item	
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1/24	<p><b>A24.0 PENALTY FOR LATE OR NON-COMPLETION</b></p> <p>Clause 24.0</p> <p><b>Replace Clause 24.1 with the following:</b> Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p><b>Replace Clause 24.2 with the following:</b> Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p><b>Replace Clause 24.2.1 with the following:</b> The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>F:..... V:..... T:.....</p> <p><b><u>PAYMENT</u></b></p>			
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1/25	<p><b>A25.0 PAYMENT</b></p> <p>Clause 25.0</p> <p><b>Replace Clause 25.2 with the following:</b> The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount</p> <p><b>Add the following to Clause 25.3:</b></p> <p>25.3.12 Monthly Local content report,</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</p>			
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>25.3.14 Tax Invoice</p> <p>25.3.15 Labour intensive report</p> <p>25.3.16 Contract participation goal reports</p> <p>25.5 No Clause</p> <p><b>Replace Clause 25.6 with the following:</b> Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p> <p>25.7.5 No clause.</p> <p><b>Replace Clause 25.10 with the following:</b> The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate</p> <p><b>Replace Clauses 25.12 to 25.12.3 with the following:</b> The value certified shall be subject to the following percentage adjustments :</p> <p><b>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</b></p> <p>25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26</p>	<p style="text-align: center;">R</p>	
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<p>25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p><b>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</b></p> <p>25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p>		
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1/26	<p style="text-align: right;"><b>Brought Forward</b></p> <p><b>A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</b></p> <p>Clause 26.0</p> <p>Ref Clause 6.7 [CD] – Clause 26.1</p> <p>Omit Clause 26.4.3</p> <p>Ref Clause 6.7 [CD] – Clause 26.7</p> <p><b>Replace Clause 26.10 with the following:</b> The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion</p> <p>Ref Clause 6.7 [CD] – Clause 26.12</p> <p>F:..... V:.....T:.....</p>	R	
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1/27	<p><b>A27.0 RECOVERY OF EXPENSE AND/OR LOSS</b></p> <p>Clause 27.0</p> <p><b>Replace Clause 27.1.2 with the following:</b> Interest due to late payment only</p> <p><b>Replace Clause 27.1.4 with the following:</b> Interest due to late payment only</p> <p>27.1.5 No Clause</p> <p><b>Replace Clause 27.5 with the following:</b> Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security</p> <p><b>Add the following as Clause 27.6:</b> Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security</p> <p>F:..... V:.....T:.....</p>		
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	<b><u>SUSPENSION AND TERMINATION</u></b>		
1/28	<b>A28.0 SUSPENSION BY THE CONTRACTOR</b>  Clause 28.0  28 No Clause 28.1 No Clause 28.1.1 No Clause 28.1.2 No Clause 28.1.3 No Clause 28.1.4 No Clause 28.1.5 No Clause 28.2 No Clause 28.3 No Clause 28.4 No Clause  F:..... V:..... T:.....	Item	
1/29	<b>A29.0 TERMINATION</b>  Clause 29.0  <b>Add the following as Clause 29.1.4:</b> The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa  <b>Add the following as Clause 29.1.5:</b> The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract  <b>Add the following as Clause 29.1.6:</b> Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.  <b>Replace Clause 29.7 with the following:</b> The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]  <b>Replace Clause 29.9 with the following:</b> The employer has the right of recovery against the contractor, where applicable, [CD] from:		
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made</p> <p>29.14.1 No Clause 29.14.3 No Clause 29.14.4 No Clause 29.14.5 No Clause 29.14.6 No Clause 29.14.7 No Clause 29.15 No Clause 29.16 No Clause 29.17.3 No Clause 29.17.6 No Clause 29.21.5 No Clause 29.22 No Clause 29.23 No Clause 29.25.3 No Clause 29.25.4 No Clause 29.27 No Clause</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b></p>	<p style="text-align: center;">R</p>	
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	<b><u>DISPUTE RESOLUTION</u></b>		
1/30	<b>A30.0 DISPUTE RESOLUTION</b>		
	Clause 30.0		
	<b>Replace Clause 30.2 with the following:</b> Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation		
	<b>30.3 to 30.7.7 No Clauses</b>		
	<b>Replace Clause 30.8 with the following:</b> The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:		
	<b>30.8.1 No Clause</b>		
	<b>Replace Clause 30.8.2 with the following:</b> The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties		
	<b>Replace Clause 30.8.3 with the following:</b> Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses		
	<b>Replace Clause 30.9 with the following:</b> Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse		
	30.10 No Clause		
	30.12 No Clause		
	F:..... V:..... T:.....	Item	
	<b><u>SECTION B: GENERAL PRELIMINARIES</u></b>		
	Carried Forward	R	
	Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office		

	Brought Forward	R
	<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>	
1/31	<b>B1.1 Definitions</b> F:..... V:..... T:.....	Item
1/32	<b>B1.2 Interpretation</b> F:..... V:..... T:.....	Item
	<b><u>B2.0 DOCUMENTS</u></b>	
1/33	<b>B2.1 Checking of documents</b> F:..... V:..... T:.....	Item
1/34	<b>B2.2 Provisional bills of quantities      YES</b> F:..... V:..... T:.....	Item
1/35	<b>B2.3 Availability of construction information</b> F:..... V:..... T:.....	Item
1/36	<b>B2.4 Ordering of materials and goods</b> F:..... V:..... T:.....	Item
	<b><u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u></b>	
1/37	<b>B3.1 Previous work - dimensional accuracy</b> F:..... V:..... T:.....	Item
1/38	<b>B3.2 Previous work - defects</b> F:..... V:..... T:.....	Item
1/39	<b>B3.3 Inspection of adjoining properties</b> F:..... V:..... T:.....	Item
	<b>Carried Forward</b>	R
Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b>		

		Brought Forward	R	
	<b><u>B4.0 THE SITE</u></b>			
1/40	<b>B4.1</b> Handover of site in stages F:..... V:..... T:.....		Item	
1/41	<b>B4.2</b> Enclosure of the works F:..... V:..... T:.....		Item	
1/42	<b>B4.3</b> Geotechnical and other investigations F:..... V:..... T:.....		Item	
1/43	<b>B4.4</b> Encroachments F:..... V:..... T:.....		Item	
1/44	<b>B4.5</b> Existing premises occupied F:..... V:..... T:.....		Item	
1/45	<b>B4.6</b> Services - known F:..... V:..... T:.....		Item	
	<b><u>B5.0 MANAGEMENT OF CONTRACT</u></b>			
1/46	<b>B5.1</b> Management of the works F:..... V:..... T:.....		Item	
1/47	<b>B5.2</b> Progress meetings F:..... V:..... T:.....		Item	
1/48	<b>B5.3</b> Technical meetings F:..... V:..... T:.....		Item	
		Carried Forward	R	
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	Brought Forward	R	
	<b><u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u></b>		
1/49	<b>B6.1</b> Samples of materials F:..... V:..... T:.....	Item	
1/50	<b>B6.2</b> Workmanship samples F:..... V:..... T:.....	Item	
1/51	<b>B6.3</b> Shop drawings F:..... V:..... T:.....	Item	
1/52	<b>B6.4</b> Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<b><u>B7.0 DEPOSITS AND FEES</u></b>		
1/53	<b>B7.1</b> Deposits and fees F:..... V:..... T:.....	Item	
	<b><u>B8.0 TEMPORARY SERVICES</u></b>		
1/54	<b>B8.1</b> Water F:..... V:..... T:.....	Item	
1/55	<b>B8.2</b> Electricity F:..... V:..... T:.....	Item	
1/56	<b>B8.3</b> Ablution and welfare facilities F:..... V:..... T:.....	Item	
1/57	<b>B8.4</b> Communication facilities F:..... V:..... T:.....	Item	
	Carried Forward	R	
	Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office		



	<b>Brought Forward</b>	<b>R</b>	
	<b><u>B9.0 PRIME COST AMOUNTS</u></b>		
1/58	<b>B9.1 Responsibility for prime cost amounts</b>  F:..... V:..... T:.....	Item	
	<b><u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u></b>		
1/59	<b>B10.1 General attendance</b>  The <b>contractor</b> shall at his own expense provide the following general attendance on the <b>subcontractors</b> :  Access to the <b>site</b> and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the <b>contractor</b>  The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation  The provision of an area for the <b>subcontractor</b> to establish temporary office accommodation and workshops and for the storage of plant and materials  The use of erected scaffolding belonging to the <b>contractor</b> , in common with others having the like right, while it remains erected on the <b>site</b>  The use, at reasonable times by arrangement of the <b>contractor's</b> erected hoisting equipment  F:..... V:..... T:.....	Item	
1/60	<b>B10.2 Special attendance</b>  F:..... V:..... T:.....	Item	
	<b><u>B11.0 GENERAL</u></b>		
1/61	<b>B11.1 Protection of the works</b>  F:..... V:..... T:.....	Item	
	<b>Carried Forward</b>	<b>R</b>	
	Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office		

Brought Forward		R	
1/62	<b>B11.2</b> Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	
1/63	<b>B11.3</b> Security of the works F:..... V:..... T:.....	Item	
1/64	<b>B11.4</b> Notice before covering work F:..... V:..... T:.....	Item	
1/65	<b>B11.5</b> Disturbance  The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent F:..... V:..... T:.....	Item	
1/66	<b>B11.6</b> Environmental disturbance F:..... V:..... T:.....	Item	
1/67	<b>B11.7</b> Works cleaning and clearing F:..... V:..... T:.....	Item	
1/68	<b>B11.8</b> Vermin F:..... V:..... T:.....	Item	
1/69	<b>B11.9</b> Overhand work F:..... V:..... T:.....	Item	
1/70	<b>B11.10</b> Tenant installations F:..... V:..... T:.....	Item	
1/71	<b>B11.10</b> Advertising F:..... V:..... T:.....	Item	
Carried Forward		R	
Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office			

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	<b>Brought Forward</b>	R	
	<b><u>C3.0 TRADE NAMES</u></b>		
1/74	<p>Wherever a trade name for any product has been described in the <b>bills of quantities</b> / 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 <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>C4.0 IMPORTED MATERIALS AND EQUIPMENT</u></b>		
1/75	<p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>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)</p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>C5.0 VIEWING THE SITE IN SECURITY AREAS</u></b>		
1/76	<p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purposes</p> <p>F:..... V:..... T:.....</p>	Item	
	<b>Carried Forward</b>	R	
	Bill No. 1 Preliminaries <b>NDPW Port Elizabeth Regional Office</b>		

<b>Brought Forward</b>		R	
	<b><u>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</u></b>		
1/77	<p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's account</b></p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</u></b>		
1/78	<p>As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>C8.0 SECURITY CHECK OF PERSONNEL</u></b>		
1/79	<p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>F:..... V:..... T:.....</p>	Item	
	<b><u>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</u></b>		
1/80	<p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>F:..... V:..... T:.....</p>	Item	
<b>Carried Forward</b>		R	
Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office			

		Brought Forward	R	
		<b><u>C10.0 HIV/AIDS AWARENESS</u></b>		
		It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b> / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained		
		The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b> , notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including <b>interest</b> , due to such delay of payment		
		<b><u>C10.1 AWARENESS CHAMPION</u></b>		
1/81	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification		Item	
	F:..... V:..... T:.....			
		<b><u>C10.2 AWARENESS WORKSHOPS</u></b>		
1/82	Selection and appointment of a competent Service Provider approved by the <b>principal agent</b> , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification		Item	
	F:..... V:..... T:.....			
		Carried Forward	R	
		Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office		

<b>Brought Forward</b>		R	
	<b><u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></b>		
1/83	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	F:..... V:..... T:.....	Item	
	<b><u>C10.4 ACCESS TO CONDOMS</u></b>		
1/84	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b> , all in accordance with the HIV/AIDS Specification		
	F:..... V:..... T:.....	Item	
	<b><u>C10.5 MONITORING</u></b>		
1/85	Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification		
	F:..... V:..... T:.....		
	Item	Item	
<b>Carried Forward</b>		R	
Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office			



Brought Forward

R

**C11.0 OCCUPATIONAL HEALTH & SAFETY ACT**

1/86

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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, **the principal agent**, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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

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

Item

Carried Forward

R

Bill No. 1  
Preliminaries  
NDPW Port Elizabeth Regional Office

	<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>C12.0 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)</u></b></p> <p>1/87 The <b>contractor</b> shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these <b>bills of quantities</b> / lump sum document</p> <p>The <b>contractor</b> shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these <b>bills of quantities</b> / lump sum document</p> <p>The contractor shall liaise and co-ordinate with the <b>employer</b> and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p> <p>The <b>contractor</b> shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to remeasurement have been included elsewhere in these <b>bills of quantities</b> / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1 Preliminaries NDPW Port Elizabeth Regional Office</p>	<p style="text-align: center;">R</p> <p style="text-align: center;">Item</p> <p style="text-align: center;">R</p>	
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Brought Forward

R

**C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

1/88

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

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

Item

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Summary

R

Bill No. 1  
Preliminaries  
NDPW Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<b><u>BILL No. 2</u></b>			
	<b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>			
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Nature of material to be excavated</u></b>			
	The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"			
	<b><u>Carting away of excavated material</u></b>			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<b><u>Breaking up and removing mass concrete:</u></b>			
2/1	Surface beds and slabs	m3	1	
2/2	Strip footings and foundations	m3	1	
	<b><u>Taking out and removing existing interlocking paving blocks and store for re-use ( Re-laying of paving elsewhere)</u></b>			
2/3	Interlocking paving blocks from existing parking area.	m2	36	
	<b>Carried Forward</b>		R	
	Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

Brought Forward			R
<b><u>ROAD WORKS (ROADS, PARKING AREA)</u></b>			
<b><u>SITE CLEARANCE</u></b>			
<b><u>Site clearance</u></b>			
2/4	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	50
<b><u>REMOVAL OF TREES ETC</u></b>			
<b><u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
2/5	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1
<b><u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u></b>			
2/6	Tree exceeding 200mm and not exceeding 500mm girth	No	1
2/7	Tree exceeding 500mm and not exceeding 1000mm girth	No	1
<b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>			
<b><u>EXCAVATIONS ETC</u></b>			
<b><u>Digging up topsoil</u></b>			
2/8	Digging up topsoil to an average depth of 150mm and preserving for use as filling	m2	50
<b><u>Soft excavation not exceeding 2m deep</u></b>			
2/9	Holes	m3	19
Carried Forward			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

Brought Forward				R
<b><u>Extra over trench and hole soft excavations for</u></b>				
2/10	Soft Rock	m3	1	
<b><u>Extra over all excavations for carting away</u></b>				
2/11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	19	
<b><u>Risk of collapse of excavations</u></b>				
2/12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	70	
<b><u>Keeping excavations free of water</u></b>				
2/13	Keeping excavations free of water other than subterranean water		Item	
<b><u>FILLING ETC</u></b>				
<b><u>Earth filling supplied by the Contractor compacted to 102% Mod AASHTO density</u></b>				
2/14	Crushed gravel C2 sub base (CBR > 45%) in 150mm layers finished to falls and cross falls, stablized with 3% cement.	m3	6	
<b><u>Earth filling supplied by the Contractor compacted to 98% Mod AASHTO density</u></b>				
2/15	Crushed gravel G5 sub base (CBR > 15%) in 150mm layer finished to falls and cross falls.	m3	6	
<b><u>Compaction of surfaces</u></b>				
2/16	Compaction of ground surface under road base layers, etc. including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 100% Mod AASHTO density	m2	19	
Carried Forward				R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office				

Brought Forward			R
	<b><u>Prescribed density tests on filling</u></b>		
2/17	Maximum dry density and optimum moisture content test.	No	6
	<b><u>PAVING</u></b>		
	<b><u>Existing paving previously set aside for re-use in roads and parking area</u></b>		
2/18	Paving in SA class 25 (complying to SABS 1058/1985), 80mm thick double zig zag interlocking blocks laid horizontally all to even falls on and including 25mm sand bed, jointing in sand (SABS 1200MJ), preparation of ground or filling, insecticide, herbicide, etc.	m2	36
	<b><u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing</u></b>		
2/19	Installed combination kerb using (fig. 3 barrier (1000 x 300 x 150mm) and fig.14 channel (1000 x 300 x 125mm) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint	m	6
2/20	Installed combination kerb using (fig. 3 barrier (330 x 300 x 150mm) and fig.14 channel (330 x 300 x 125mm) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint circular on plan to not exceeding 2m radius.	m	3
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>		
	<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>		
	<b><u>15 MPa/19mm concrete</u></b>		
2/21	50mm Blinding	m3	1
Carried Forward			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			



Brought Forward				R
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>25 MPa/19mm concrete</u></b>				
2/22	Bases	m3	6	
2/23	Stub columns	m3	1	
<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>				
<b><u>Smooth formwork to sides</u></b>				
2/24	Rectangular stub columns	m2	16	
<b><u>CONCRETE TESTING</u></b>				
2/25	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works		Item	
<b><u>CONCRETE SUNDRIES</u></b>				
<b><u>35Mpa non-shrink grout in epoxy mortar</u></b>				
2/26	Bedding approximately 20mm thick under base plate including chamfered edges	m2	1	
<b><u>REINFORCEMENT</u></b>				
<b><u>High tensile steel reinforcement to structural concrete work</u></b>				
2/27	Bars of varying diameters	t	0.20	
Carried Forward				R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office				

Brought Forward				R
<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>				
<b><u>0.80mm Thick Chromadek steel roof sheeting with factory applied Color-Tech G4 paint finish ( Colour: Marble White) rolled formed in continuous lengths fixed with stainless steel fasteners, screws, etc. to steel purlins at 1.20m centres laid in strict accordance with the manufacturer's specification.</u></b>				
2/28	Roof covering with pitch not exceeding 25°	m2	98	
<b><u>GALVANIZED STEELWORK</u></b>				
<b><u>STEEL COLUMNS AND BEAMS</u></b>				
<b><u>Welded columns in single lengths with flat section base, top, bearer and connection plates bolted to steel beams</u></b>				
2/29	IPE 160 x 82 x 16mm 15.80kg/m columns in lengths not exceeding 13m	t	0.42	
2/30	76mm Diameter x 2.5mm thick 4.53kg/m Hollow-section columns in lengths not exceeding 13m	t	0.16	
<b><u>Welded beams in single lengths with flat bearer and connection plates, bolted to steel</u></b>				
2/31	IPE 160 x 82 x 16mm 15.80kg/m beams in lengths not exceeding 13m	t	0.69	
<b><u>PURLINS, GIRTS, BRACING, ETC</u></b>				
<b><u>Purlins and girts bolted to steel</u></b>				
2/32	125 x 75 x 20 x 2.5mm Lipped channel section purlins	t	0.55	
<b><u>Welded bracing etc with flat section connection plates bolted to steel</u></b>				
2/33	76mm Diameter x 2.5mm thick 4.53kg/m Hollow-section runners/bracing in lengths not exceeding 13m	t	0.11	
Carried Forward				R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office				

Brought Forward			R
2/34	63mm Diameter x 2.5mm thick 3.73kg/m Hollow-section runners/bracing in lengths not exceeding 13m	t	0.16
2/35	50 x 50 x 5mm Thick - 3.77kg/m Angle-section runners/bracing in lengths not exceeding 13m	t	0.16
	<b><u>Bolts to trusses etc</u></b>		
2/36	High tensile bolts	kg	8.00
	<b><u>ELECTRICAL WORK</u></b>		
	<b><u>POWER SUPPLY</u></b>		
	<b><u>EXCAVATIONS, ETC.</u></b>		
	<b><u>"Soft excavations" for trenching including bedding, backfilling, compaction and disposal of surplus material.</u></b>		
2/37	Cable or sleeve trenches not exceeding 1m deep	m3	20
2/38	Extra over excavations in 'earth' for cable or sleeve trenches in 'soft rock'	m3	2
2/39	Extra over excavations in 'earth' for cable or sleeve trenches in 'hard rock'	m3	2
	<b><u>SUNDRIES</u></b>		
2/40	Cable marking tape	m	50
2/41	Truncated pyramidal cable route markers	No	3
	<b><u>SLEEVES</u></b>		
	<b><u>Unplasticised polyvinyl chloride (UPVC) sleeve piping including short lengths and jointing, laid in trench (trench and backfilling measured elsewhere)</u></b>		
2/42	110mm Diameter sleeve with draw wire	m	20
Carried Forward			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

Brought Forward			R
<b><u>NEW DISTRIBUTION KIOSK-DK-1</u></b>			
<b><u>Installation of new distribution kiosk -DK-1 refer to drawing E202415/004:</u></b>			
2/43	Distribution Kiosk	No	1
<b><u>ELECTRICAL SUPPLY</u></b>			
<b><u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u></b>			
2/44	1.5mm <sup>2</sup> x 3 - Core Cable with approximate outside diameter of 16mm	m	60
2/45	16mm <sup>2</sup> x 1 - Core Cable BCEW with approximate outside diameter of ***mm	m	30
2/46	25mm <sup>2</sup> x 4 - Core Cable ECC with approximate outside diameter of ***mm	m	30
<b><u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u></b>			
2/47	2.5mm <sup>2</sup> x 3 - Core with approximate outside diameter of 16mm	No	2
2/48	16mm <sup>2</sup> x 1 - Core Cable BCEW with approximate outside diameter of ***mm	m	2
2/49	25mm <sup>2</sup> x 4 - Core Cable ECC with approximate outside diameter of ***mm	m	4
<b><u>LIGHTING AND SMALL POWER</u></b>			
<b><u>Rigid PVC conduits</u></b>			
2/50	25mm Diameter	m	20
<b><u>GALVANISED CONDUIT</u></b>			
Carried Forward			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

Brought Forward				R
<u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u>				
2/51	32mm Diameter	m	30	
<u>CONDUIT BOXES AND FITTINGS</u>				
2/52	60mm Round galvanised box	No	5	
2/53	100 x 100 x 50mm Deep weather proof junction box	No	2	
<u>CONDUCTORS</u>				
<u>PVC insulated stranded copper conductors drawn into wireways</u>				
2/54	1,5mm²	m	35	
2/55	2,5mm²	m	35	
2/56	4mm²	m	35	
<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>				
2/57	16A, IP67 Single switched socket outlet with external waterproof box	No	1	
<u>LUMINAIRES AND EQUIPMENT</u>				
<u>Luminaires or equipment complete with lamps, connections, etc mounted in position</u>				
2/58	Type G2 - 24W External LED Bulkhead complete	No	2	
2/59	Photocell with enclosure with polycarbonate window.	No	1	
Carried Forward				R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office				

Brought Forward			R
<b><u>MANHOLE</u></b>			
2/60	600 X 600mm Manhole with complete with 600mm diameter concrete cover in top slab not exceeding 750mm deep.	No	1
<b><u>EARTHING AND BONDING OF THE COMPLETE LV DISTRIBUTION INSTALLATION</u></b>			
2/61	Allow for earthing and bonding of the steel structure, all as required by the applicable regulations and engineer's specification	Item	
<b><u>TESTING AND COMMISSIONING</u></b>			
2/62	Allow for testing, balancing and commissioning the complete electrical installation	Item	
<b><u>LIGHTNING PROTECTION SYSTEM</u></b>			
<b><u>Lightning Protection System to Structures</u></b>			
Where applicable all steel to the structure shall be suitably earthed to the special earth systems			
Allowance shall further be made that the installed lightning protection system, the nearest earth electrode, be interconnected to the installed electrical earth conductor running with the main supply cable of the building by means of 50mm <sup>2</sup> bare copper earth conductor at a depth of 400mm below ground level			
2/63	2m long Cadweld type copper electrodes driven into the ground complete with brass coupling between rods, bonding clamps and earth joints.	No	2
2/64	70mm <sup>2</sup> BCEW.	m	12
Carried Forward			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

Brought Forward			R
<b><u>Sundries</u></b>			
2/65	Allow for the installation of a 70mm <sup>2</sup> bare copper conductor in the ground and interconnection of the earth electrode and the electrical earth conductor running with the feeder cable to the tank	Item	
2/66	Allow for the visiting of the site and the carrying out all of the required resistivity tests and the issuing of the test results for approval by the Architect	Item	
2/67	Allow for the testing of the completed system and the issue of a SABS prescribed certificate	Item	
2/68	Allow for the required maintenance of the system for the full maintenance period including a final test reading before the end of the period	Item	
<b><u>DRAWINGS, MANUALS, DATASHEETS, ETC.</u></b>			
2/69	Allow for submission of shop drawings	Item	
2/70	Allow for submission of data sheets and physical samples of socket outlet prior to installation	Item	
2/71	Allow for submission of all record documentation, including as-built drawings and manuals x3 copies of each, 3 x USB of all information stored.	Item	
<b>Carried to Summary</b>			R
Bill No. 2 External Works NDPW Port Elizabeth Regional Office			

[illegible]



## **PART C3: SCOPE OF WORK**

**C3.1: SCOPE OF WORKS  
PG-01.2 (EC)**

## PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA		
Tender / Quotation no:	GQEQ-2025/2026-030	Reference no:	14/1/3/1/1/6464/5050

### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

The proposed scope of works comprise of installation of six carports with three car ports on the upper section and three car ports on the lower section. Each carport is a structural steel canopy structure with corrugated iron roof coverings. The scope of work also entails replacement of the existing electrical supply kiosk and provision of electrical lights for the parking bays.

#### C3.2 ORDER OF THE WORKS

The contractor must submit a construction program upon receipt of all construction information for approval. The construction program must detail the order of works in a logical manner.

#### C3.3 BUILDINGS OCCUPIED

The facility will be operational during construction. The contractor must get permission from the Principal Agent and DEL representative to access parts of the site and buildings. Contractor must give 48hr notice of any service disruption that may come as result of construction i.e. water supply, sewer connections, electricity supply etc.

#### C3.4 ACCESS

Access will be granted to the various areas once an agreement has been reached in terms of the successful tender's construction program. No special security is required for workers on site.

Additional all workers must be clothed in official company uniforms bearing company insignia with a fully detailed ID card with a photo. Workers will be limited to the designated areas where work is being executed. The site will however have to remain safe and secure at all times.

#### C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

- C3.5.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below.

#### C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

**The Minimum Targeted Local Building Material Manufacturers CPG is “not applicable” to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in “**not applicable**”, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least “**not applicable**” of the total value of materials purchased excluding VAT to be sourced from within “**not applicable**” radius of the project site,
- (e) Material of at least “**not applicable**” of the total value of materials purchased excluding VAT to be sourced from within “**not applicable**” radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of

the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal**

**The Minimum Targeted Local Building Material Suppliers CPG is not *applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **EASTERN CAPE PROVINCE**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **FIVE PERCENT (5%)** of the total value of materials purchased excluding VAT to be sourced from within **300 km** of the project site,
- (e) Material of at least **FIFTEEN PERCENT (15%)** of the total value of materials purchased excluding VAT to be sourced from within **300 km** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

### **C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal**

**The Minimum Targeted Local Labour Skills Development CPG is not *applicable* to this project.**

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to 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 and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **Eastern Cape** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **N/A** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **30% (Thirty percent)**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000 (Excluding VAT)**, per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

#### **C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal**

**The Minimum Targeted Enterprise Development Contract Participation Goal is not applicable to this project.**

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **5%** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.



The lead partner or main contractor shall dedicate a **minimum 5%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **General Building** Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

#### C3.6.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

#### C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

#### C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

#### C3.6.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

#### C3.6.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

#### C3.6.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

#### C3.6.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.6.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.



#### C3.6.4.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

#### 3.6.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

**The Minimum Targeted Contract Skills Development CPG is not *applicable* to this project.**

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.6.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

**Table 1: Contracting skills development goals for different classes of engineering and construction works contracts**

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

**Table 2: Notional Cost of Training per Headcount**

Source: cidb Standard for Skills Development

Source: Old Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.

- (c) The successful contractor shall employ at least **FORTY PERCENT (40%)** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **Not Applicable** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

#### C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (h) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.

- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

**The National Youth Service Training and Development Programme is *applicable* to this project.**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### C3.6.7 LABOUR-INTENSIVE WORKS

**Labour Intensive Works is *not applicable* to this project.**

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

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.



### C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

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

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

#### **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

#### **Hand excavateable material**

Hand excavateable material is:

##### **a) granular materials:**

- i) whose consistency when profiled may in terms of Table 3 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 3 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 is material with a particle size greater than 200mm, a cobble and gravel is material 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° with respect to the horizontal) into the material being used.

Table 3: 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.

### **Trench excavation**

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

### **Compaction of backfilling to trenches (areas not subject to traffic)**

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

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

### **Excavation**

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.

### **Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

### **Haul**

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

### **Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

### **Spreading**

All material shall be spread by hand.

### **Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

### **Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

### **Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to 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.

### **Manufactured Elements**

Elements manufactured or supplied 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. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

## **C3.7 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

## **C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)**

**Submission of Monthly Local Material Utilisation Report (Local Content) *applicable to this project.***

The Contractor shall when applicable to this project, be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

## Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

**CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.**

### 1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

#### Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

### 1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

#### CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

#### Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

### 1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to

Any reference to words “Bid” or Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.



complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Number of working days required to complete the Works based on the construction period = 600 days

CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)

Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)

CPG = 600 working days x 30% = 180 working days training to be provided

CPG Achieved = 160 days (20 days shortfall where no training was provided)

Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

#### **1.4 Cidb BUILD Programme: Enterprise Development**

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG

value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 660 000</b>

“Contract amount” Tender amount excl. allowances and VAT. 130 000 000  
 CPG Monetary value (5%) to be subcontracted to beneficiaries for training 6 500 000  
 No of enterprises based on the CPG value 6 Grade 1 / 2 GB/CE,ETC.  
 Contract period (months) 24  
**Note: Rates to be determined by PQS and adjusted to accepted quotation amounts**

### 1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the “contract amount” multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “Contract Amount”, the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

#### CPG Calculation

#### **Table 2: Contracting skills development goals for different classes of engineering and construction works contracts**

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

“Contract amount” = Tender amount at the time of award excluding allowances and expenses, and VAT  
**Contractor CPG:**

CPG calculation

“Contract amount” x factor from Table 3 above.

**CPG calculation example:**

“Tender Amount” = R150 Mil for GB, all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

**Calculation of penalty:**

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

**Penalty** = R100 000 x 30% = R30 000 Excl. VAT

**Calculations based on “Contract Amount” after bid award and appointment of beneficiaries**

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

*Table 4: Notional cost recalculation upon appointment of beneficiaries.*

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

*Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known*

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period*

**1.6 National Youth Service Programme (NYS) CPG**

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

**Calculation of penalty:**

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

**Penalty** = 5 x R2 500 = R12 500 Excl. VAT

**1.7 Labour Intensive Works CPG**

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

**CPG calculation example:**

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

**Calculation of penalty:**

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Achieved = 9 Mil (R1 Mil shortfall)

**Penalty** = R1 Mil x 30% = R300 000 Excl. VAT

## **C3.2 – OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**FOR**

**PROJECTS AND MAINTENANCE  
(BUILDING/ELECTRICAL/MECHANICAL)**

**MANAGED ON BEHALF OF**

**THE DEPARTMENT OF  
PUBLIC WORKS**

**(THE “CLIENT”)**

**SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:**

**Mr./Ms./Me** - **PROJECT MANAGER**  
(Add full details of the project manager)

.....  
.....

**Mr. /Ms/Me** - **CONTROL/WORKS MANAGER**  
(Add full details of the inspector)

.....  
.....

.....**AND/OR ITS AGENT:** [as per CR 5(5)] – {Also refer specifically to Sections 8(2)(g),  
8(2)(h) and 37(2) of the Act}

**AGENT:** (full particulars of agent)

**SUPERVISION BY THE PRINCIPAL CONTRACTOR:**

**PRINCIPAL CONTRACTOR:** (full particulars of principle contractor / contractor)

**Mr. /Ms/Me** - **HEALTH & SAFETY OFFICER (BUILDING)**  
(Add full details of this officer)

.....  
.....

**Mr. /Ms/Me** -**HEALTH & SAFETY OFFICER (ELECTRICAL)**  
(Add full details of this officer)

.....  
.....

**Mr. /Ms/Me** - **HEALTH & SAFETY OFFICER (MECHANICAL)**  
(Add full details of this officer)

.....  
.....

**Mr. /Ms./Me** - **HEAD: PROJECTS & MAINTENANCE**  
(Add full details of the head of the project)

.....  
.....

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## 1. PREAMBLE

In terms of Construction Regulation 5(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare a baseline risk assessment for an intended construction work project. In terms of construction regulations 5(1)(b), the client must prepare a suitable, sufficiently documented and coherent site specific 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, cognisance 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.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus

has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

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.

## **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. *(All references to the singular shall also be regarded as references to the plural)*

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. 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 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 7 and 8 of the Act, Construction regulations 7 and 8.

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 shall apply to any person involved in construction work pertaining to this project, as will the Act.

#### **4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.**

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of 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; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) 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 or 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 construction regulations 3

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“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” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## **5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1 Structure and Organization of OH&S Responsibilities**

#### **5.1.1. *Overall Supervision and Responsibility for OH&S***

- \* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(5), 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.
- \* 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.
- \* 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).
- \* The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8(1), 8(2) 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).
- \* All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### **5.1.2. *Further (Specific) Supervision Responsibilities for OH&S***

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.



***Required appointments as per the Construction Regulations:-***

<b>Item</b>	<b>Regulation</b>	<b>Appointment</b>	<b>Responsible Person</b>
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager assistant	Principal Contractor
6.	8(5)	Construction Health and Safety Officer	Principal Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
9.	10(1)(a)	Fall protection planner	Contractor
10.	12 (1)	Temporary works designer	Contractor
12.	13(1)(a)	Excavation supervisor	Contractor
13.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Contractor
14.	13(2)(k)	Explosives expert	Contractor
15.	14(1)	Supervisor demolition work	Contractor
16.	14(11)	Demolition expert	Contractor
18.	16(1)	Scaffold supervisor and scaffold erector	Contractor
19.	17(1)	Suspended platform supervisor	Contractor
20.	17(2)(c)	Compliance plan developer	Contractor
21.	17(8)(c)	Suspended platform expert	Contractor
22.	17(13)	Outrigger expert	Contractor
23.	18(1)	Rope access supervisor	Contractor
24.	19(8)(a)	Material hoist inspector	Contractor
25.	20(1)	Bulk mixing plant supervisor	Contractor
26.	21(2)(b)	Explosive actuator expert	Contractor
27.	22(a)	Crane supervisor	Contractor
28.	24(d)	Temporal electrical installations controller	Contractor
29.	24(e)	Temporal electrical installations inspector	Contractor
30.	28(a)	Stacking and storage supervisor	Contractor
31.	29(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Preamble” (page 4) above. This list must not be assumed to be exclusive or comprehensive.

## ***5.2 Communication & Liaison***

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 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**

(i) 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. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) 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. 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. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## **7. RESPONSIBILITIES**

### **7.1 Client**

7.1.1 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 and determined by the Bills of Quantities.



7.1.2 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.

7.1.3 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.

7.1.4 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**

7.2.1 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 work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification 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.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. 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.

7.2.3 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.

7.2.4 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.

7.2.5 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.)

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 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.

7.2.10 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** (Responsibilities of ..... in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

## **8. SCOPE OF WORK** *(also refer to paragraph 2 on page 5)*

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:

*"Phase 1 – Refurbishment of existing houses & outbuildings for Library information services consisting of elaborate audio visual aids and facilities including auditoriums.*

- Site clearance (what does this entail?)
- Site hoarding, demarcation and demolition as follows: .....

- Bulk Earthworks comprising...(excavations, filling, compaction, evening surface.....)
- Piling (by drilling, excavating.....pile driving....pile hammering....?????)

*Phase 2 – Construction of a new four (4) storied Administration building.*

- Preparation of site by leveling, compaction etc.
- Excavations for parking areas/services
- Etc.”

(elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

**[Notes to the Client, Designer, Project Manager, Architect, Agent:**

**add references to the above project and include specific elements identified as the ‘Critical Few’. The ‘Critical Few’ refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)**

**Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.**

**If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]**

**N.B** Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

**THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.**

## **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), 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 and Safety File is attached as an addendum to this document.

**IMPORTANT:**

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.

#### **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. 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 (see 4. below "Project/Site Specific Requirements")

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.

#### **12. ARRANGEMENTS FOR MONITORING AND REVIEW**

##### **12.1 Monthly Audit by Client and/or its Agent on its behalf**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

##### **12.2 Other audits and inspections by client and/or its agent on its behalf.**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

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.

### **12.3 Reports**

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* 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
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* 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.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 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.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.

12.3.4 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 including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the relevant Regional Manager for that particular jurisdiction.

### **12.4 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.

## **12.5 Site Rules and other Restrictions**

### **12.5.1 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.

### **12.5.2 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 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

## **12.6 Training**

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.

### **12.6.1 General Induction Training**

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

### **12.6.2 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.

### **12.6.3 Other Training**

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

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- \* As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- \* Emergency, Security and Fire coordinator

## **12.7 Accident and Incident Investigation**

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)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

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.

The Principal Contractor is responsible for the investigation of all road traffic 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.

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.



## **12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees**

### **12.8.1 Designation of 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 Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated 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.

### **12.8.2 Duties and Functions of the H&S Representatives**

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

### **12.8.3 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, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

#### ***Agenda:***

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
  - a H&S Rep. Inspections
  - b. Matters of First Aid

- c. Scaffolding
- d. Ladders
- e. Excavations
- f. Portable Electric Equipment
- g. Fire Equipment
- h. Explosive Power Tools
- i. Power Hand tools
- j. Incident! Report Investigation
- k. Pressure Vessels
- l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

### **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:

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - o Office/s
  - o Secure/Safe Storage and storage areas for materials, plant & equipment
  - o Ablution facilities
  - o Sheltered dining area
  - o Vehicle access to the site
- \* Dealing with existing Structures.
- \* Location of existing Services
- \* Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- \* Adjacent Land uses/Surrounding property exposures
- \* Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- \* Exposure to Noise
- \* Exposure to Vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf

- \* Use of Portable Electrical Equipment including:
  - Angle grinder
  - Electrical Drilling machine
  - Skill saw
- \* Excavations including:
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage
  - Daily inspections
- \* Welding including:
  - Arc Welding
  - Gas welding
  - Flame Cutting
  - Use of LP Gas torches and appliances
- \* Loading & Offloading of Trucks
- \* Aggregate/Sand and other Materials Delivery
- \* Manual and Mechanical Handling
- \* Lifting and Lowering Operations
- \* Driving & Operation of Construction Vehicles and Mobile Plant including:
  - Trenching machine
  - Excavator
  - Bomag Roller
  - Plate Compactor
  - Front End Loader
  - Mobile Cranes and the ancillary lifting tackle
  - Parking of Vehicles & Mobile Plant
  - Towing of Vehicles & Mobile Plant
- \* Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Layering and Bedding of trench floor
- \* Installation of Pipes in trenches
- \* Backfilling of Trenches
- \* Protection against Flooding
- \* Gabion work
- \* Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- \* Protection from Overhead Power Lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness

4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

#### 14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

##### 14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 3	<b>Construction work permit</b>	Apply to the Provincial Labour Office for any construction work as defined under CR 3(1)(a)(b) & (c)
Construction. Regulation 4	<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	<b>*Copy of OH&amp;S Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Construction regulations 5(1)(j)	<b>*Registration with Compensation Insurer</b>	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b) & 5(1)(n)	<b>H&amp;S Specification &amp; Programme</b>	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	<b>*Hazard Identification &amp; Risk Assessment</b>	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	<b>Designation of Assistant for above</b>	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18	<b>*Designation of</b>	More than 20 employees - one H&S Representative, one

General Administrative Regulations 6 & 7	<b>Health &amp; Safety Representatives</b>	additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	<b>*Health &amp; Safety Committee/s</b>	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	<b>*Agreement with Mandataries/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	<b>*Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	<b>*Investigation and Recording of Incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	<b>Fall Prevention &amp; Protection</b>	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 11	<b>Structures</b>	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept

Construction. Regulation 16	<b>Scaffolding</b>	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>- erect scaffolding (Scaffold Erector/s)</li> <li>- act as Scaffold Team Leaders</li> <li>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</li> </ul> <p>Written Proof of Competence of above appointees available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 17	<b>Suspended Platforms</b>	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> <li>- control the erection of Suspended platforms</li> <li>- act as Suspended platforms Team Leaders</li> <li>- inspect Suspended Scaffolding weekly and after inclement weather</li> </ul> <p>Risk Assessment conducted</p> <p>Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</p> <p>The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> <li>- after erection and before use</li> <li>- daily prior to use. Inspection register kept</li> </ul> <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> <li>- load test of whole installation and working parts every three months</li> <li>- hoisting ropes/hooks/load attaching devices quarterly.</li> </ul> <p>Tests log book kept</p> <p>Employees working on Suspended Platform medically examined for physical &amp; psychological fitness. Written proof available</p>
Construction. Regulation 13	<b>Excavations</b>	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> <p>Method statement developed where explosives will be/are used</p>
Construction. Regulation 14	<b>Demolition Work</b>	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p>



		<p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>
Construction. Regulation 19	<b>Materials Hoist</b>	<p>Competent person appointed in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>
Construction. Regulation 21	<b>Explosive actuated fastening device</b>	<p>Competent person appointed to control the issue of the Explosive actuated fastening &amp; cartridges and the service, maintenance and cleaning. Register kept of above</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use <b>Work areas are demarcated!</b></p>
Construction. Regulation 20	<b>Bulk mixing plant</b>	<p>Competent person appointed to control the operation of the Bulk mixing plant and the service, maintenance and cleaning. Register kept of above</p> <p>Risk Assessment carried out</p> <p>Bulk mixing plant to be inspected weekly by a competent person. Inspections register kept</p>
Construction. Regulation 23/ Driven Machinery Regulations 18 & 19	<b>Cranes &amp; Lifting Machines Equipment</b>	<p>Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Cranes &amp; Lifting tackle identified/numbered</p> <p>Register kept for Lifting Tackle</p> <p>Log Book kept for each individual Crane</p> <p>Inspection: - All cranes - <b>daily by operator</b></p> <p>- Tower Crane/s - <b>after erection/6monthly</b></p> <p>- Other cranes - <b>annually by comp. person</b></p> <p>- Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</p>
<b>Construction. Regulation 24/Electrical Machinery Regulations 9 &amp; 10/ Electrical Installation Regulations</b>	<b>*Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</b>	<p>Competent person appointed in writing to inspect/test the installation and equipment.</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Inspections:</p> <p>- Electrical Installation &amp; equipment inspected after installation, after alterations and quarterly. Inspection Registers kept</p> <p>Portable electric tools, electric lights and extension leads must be uniquely identified/numbered.</p> <p>Weekly visual inspection by User/Issuer/Storeman. Register kept.</p>
Construction. Regulation 28/ General Safety	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</p>



Regulation 8(1)(a)		Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</p> <p>Emergency Evacuation Plan developed:</p> <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> <p>Fire Risk Assessment carried out</p> <p>All Fire Extinguishing Equipment identified and on <i>register</i>.</p> <p>Inspected weekly. Inspection Register kept</p> <p>Serviced annually</p>
General Safety Regulation 3	<b>*First Aid</b>	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OH&amp;S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all</p> <p>Injuries/illness including first aid injuries</p>
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	<p>PSE Risk Assessment carried out</p> <p>Items of PSE prescribed/use enforced</p> <p>Records of Issue kept</p> <p>Undertaking by Employee to use/wear PSE</p> <p>PSE remain property of Employer, not to be removed from premises GSR 2(4)</p>
General Safety Regulation 9	<b>*Inspection &amp; Use of Welding/Flame Cutting Equipment</b>	<p>Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</p> <p>Equipment identified/numbered and entered into a register</p> <p>Equipment inspected weekly. Inspection Register kept</p> <p>Separate, purpose made storage available for full and empty vessels</p>
Pressure Equipment Regulations (PER)	<b>Pressure Equipment Regulations (PER)</b>	<p>Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections &amp; testing of Pressure Equipment.</p> <p>Written Proof of Competence of above appointee available on Site</p>

		<p>Risk Assessment carried out</p> <p>Certificates of Manufacture available on Site</p> <p>Register of Pressure Equipment on Site</p> <p>Inspections &amp; Testing by Approved Inspection Authority (AIA):</p> <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- Annual External inspections,</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests.</li> </ul> <p>Modifications &amp; repair</p> <p>A risk based inspection process by an authorised certification body, SAQCC(IPE) registered person</p>
Construction. Regulation 23	<b>Construction Vehicles &amp; Mobile Plant</b>	<p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> <p>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept</p>
General Safety Regulation 13A	<b>*Inspection of Ladders</b>	<p>Competent person appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and weekly thereafter. Inspections register kept</p> <p>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</p>
General Safety regulation 13B	<b>Ramps</b>	<p>Competent person appointed in writing to Supervise the erection &amp; inspection of Ramps. Inspection register kept.</p> <p>Daily inspected and noted in register</p>

## 14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health &	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury

Safety Promotion	* No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.
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#### 14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating <b>“No Unauthorised Entry”</b> . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>“Visitors to report to Office”</b> Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b>
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
*Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
*Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. <b>(See Section 1 for Designation &amp; Register)</b>

#### 14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:

	<ul style="list-style-type: none"> <li>* Jack/ Kango Hammers</li> <li>* Angle / Bench Grinders</li> <li>* Electric Drills (Overhead work into concrete / cement / bricks</li> <li>* Explosive Powered tools</li> <li>* Concrete Vibrators / Pokers</li> <li>* Hammers &amp; Chisels</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Guillotines and Benders</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack / Kango Hammers</li> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminium Working Machines e.g. saws, planers, routers</li> </ul>
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>* Cement / Bricks / Steel / Chemicals</li> <li>* Welding Equipment</li> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> <li>* Dry cement</li> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> <li>* Spray Painting etc.</li> </ul>
*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: <ul style="list-style-type: none"> <li>* Scaffolding</li> <li>* Riggers</li> <li>* Lift shafts</li> <li>* Edge work</li> <li>* Ring beam edges etc.</li> </ul> Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

### 14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage  (See Section 1 for Designation & Register)	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <u>Storage:</u> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under control.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

### 14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

### 14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured.

	<p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Complying with OH&amp;S Act/SABS 085</p>
Free Standing Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Height to base ratio correct</p> <p>Outriggers used /tied to structure where necessary</p> <p>Complying with OH&amp;S Act/SABS 085</p>
*Mobile Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p>
*Mobile Scaffolding	<p>Wheels / swivels in good condition</p> <p>Brakes working and applied.</p> <p>Height to base ratio correct.</p> <p>Outriggers used where necessary</p> <p>Complying with OH&amp;S Act/SABS 085</p>
Suspended Scaffolding	<p>Outriggers securely supported and anchored.</p> <p>Correct No. of steel wire ropes used.</p> <p>Platform as close as possible to the structure.</p> <p>Handrails on all sides</p> <p>All winches / ropes / cables / brakes inspected regularly and replaced as prescribed</p> <p>Scaffolding complies with OHS Act (Act 85/93)</p> <p>Winch(es) maintained by competent person(s)</p>
Formwork / Support Work	<p>All components in good condition.</p> <p>Foundation firm / stable.</p> <p>Adequate bracing / stability ensured.</p> <p>Good workmanship / uprights straight and plumb.</p> <p>Good cantilever construction.</p> <p>Safe access provided.</p> <p>Areas under support work tidy.</p> <p>Same standards as for system scaffolding.</p>
Special Scaffolding	<p>Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</p>
Edges & Openings	<p>Edges barricaded to acceptable standards.</p> <p>Manhole openings covered / barricaded.</p> <p>Openings in floor / other openings covered, barricaded/fenced.</p> <p>Stairs provided with handrails.</p> <p>Lift shafts barricaded / fenced off.</p>

#### 14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	<p>Stepladders - hinges/stays/braces/stiles in order.</p> <p>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</p> <p>Extension / Straight ladders secured or tied at the bottom / top.</p> <p>No joined ladders used</p> <p>Wooden ladders are never painted except with varnish</p> <p>Aluminium ladders NOT to be used with electrical work</p> <p>All ladders stored on hooks / racks and not on ground.</p> <p>Ladders protrude 900 mm above landings / platforms / roof.</p> <p>Fixed ladders higher than 5 m have cages/Fall arrest system</p>

#### 14.9 Electricity (as part of, or additional to the manual “Safety & Switching Procedures for Electrical Installations”- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p><b>Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the <u>b’R’own</u> wire connects to the ‘R’ight hand connector. “Blue” has the letter ‘L’ in it, so the <u>b’L’ue</u> wire connects to the ‘L’eft hand connector.</b></p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine &amp; plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

#### 14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing	<p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p>



Equipment	<ul style="list-style-type: none"> <li>* Offices</li> <li>* General Stores</li> <li>* Flammable Store</li> <li>* Fuel Storage Tank/s and catchment well</li> <li>* Gas Welding / Cutting operations</li> <li>* Where flammable substances are being used / applied.</li> <li>* Equipment Easily Accessible</li> </ul>
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> <li>* Clearly visible</li> <li>* Unobstructed</li> <li>* Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)</li> </ul>
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day’s usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier <b>IMMEDIATELY</b>.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock &amp; key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

#### 14.11 Excavations

Subject	Requirement
Excavations, any man-made cavity, trench, pit or depression formed by cutting, digging or scooping	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>

#### 14.12 Tools

Subject	Requirement
*Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> <li>* Handles free from cracks and splinters</li> <li>* Handles fit securely</li> <li>* Working end sharp and true</li> </ul> <p><u>Hammers:</u></p> <ul style="list-style-type: none"> <li>* Good quality handles, no pipe or reinforcing steel handles.</li> <li>* Handles free from cracks and splinters</li> </ul> <p>Handles fit securely</p> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> <li>* No mushroomed heads / heads chamfered</li> <li>* Not hardened</li> <li>* Cutting edge sharp and square</li> </ul> <p><u>Saws:</u></p> <ul style="list-style-type: none"> <li>* Teeth sharp and set correctly</li> <li>* Correct saw used for the job</li> </ul>
*Explosive actuated fastening device.	<p>Only used by trained / authorised personnel.</p> <p>Prescribed warning signs placed / displayed where tool is in use.</p> <p>Work area must be properly isolated/demarcated during use of tool.</p> <p>Inspected at least monthly by competent person and results recorded.</p> <p>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</p> <p>Cleaned daily after use.</p>

#### 14.13 Cranes

Subject	Requirement
Tower Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Structure - no visible defects</p> <p>Electrical installation good/safe</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>Limit switches with backup switches fitted/operational</p> <p>Access Ladder fitted with backrests/Fall arrest system installed</p> <p>Lifting tackle in good condition/inspection colour coding</p> <p>Lifting tackle checked daily</p>
*Mobile Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p>
*Mobile Crane	<p>Grease nipples and grease on all joints</p>

continued	<p>No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks</p> <p>No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p> <p>Brakes working properly</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Outriggers functional used</p>
*Gantry Crane	<p>Only operated by trained authorised persons</p> <p>Correct slinging techniques used</p> <p>Recognised/displayed on chart signals used</p> <p>Log book kept/up to date</p> <p>Prescribed inspections conducted on crane &amp; lifting tackle and checked daily</p> <p>"Crane overhead" signage, where applicable</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed/load limiting switches fitted/operational</p>

#### 14.14 Builder's Hoist

Subject	Requirement
Builder's Hoist	<p><b>"Hoist In Operation"</b> - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p><u>Tower:</u> * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> <p>* Landing place provided with gate at least 1 800 high.</p> <p><u>Platform:</u> * No persons conveyed on platform</p> <p>* Steel wire ropes with breaking strength of six times max. load.</p> <p>* Signal systems used which may include two way radio connection.</p> <p>* Goods prevented from moving / falling off.</p> <p>* Effective brake capable of stopping and holding max. load.</p>

#### 14.15 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed to drive / operate equipment.</p>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked &amp; accessible and tested to be functional under full load.</p>

#### 14.16 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	<p>Operator Trained.  Only authorised persons use the machine.  Emergency stop switch clearly marked and accessible.  Area around the machine dry and slip/trip free/clear of off-cuts  All moving drive parts guarded/electrical supply cable protected  Operator using correct PPE - eye/face/hearing/foot/hands/body.</p>
*Electric Arc Welder	<p>Welder Trained.  Only authorised / trained persons use welder.  Earth cable adequately earthed to work.  Electrode holder in good condition/safe  Cables, clamps &amp; lugs/connectors in good condition.  Area in which welding machine is used is dry/protected from wet.  Welder using correct PPE - eye/ face/foot/body/respirator.  Correct transparent screens &amp; warning signs placed</p>
*Woodworking Machines	<p>Operators Trained.  Only authorised persons use machines.  Provided with guards.  Guards used.  Operators using correct PPE - eye/face/feet/hearing  Circular saws strictly operated according to prescribed methods and settings  Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium)  shall be used for various applications</p>
*Compressors	<p>Relief valves correctly set and locked / sealed.  Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge:  not on glass cover.  All drives adequately guarded.  Receiver/lines drained daily  Hoses good condition/clamped, not wired  Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR  on bare skin</p>
Concrete Mixer / Batch Plant	<p>Top platform provided with guardrails.  Dust abatement methods in use.  Operators using correct PPE - eye / hands / respirators.  All moving drive parts guarded.  Emergency stops identified / indicated and accessible.  Area kept clean/dry/and free from tripping and slipping hazards.  Operators overseer identified and crane signals displayed and used.</p>
*Gas Welding / Flame Cutting Equipment	<p>Only authorised/trained persons use the equipment.  Torches and gauges in good condition.  Flashback arrestors fitted at cylinders and gauges.  Hoses in good condition/correct type/all connections with clamps  Cylinders stored, used and transported in upright position, secured in trolley /  cradle / to structure.  All cylinders regularly checked for leaks, leaking cylinders returned immediately  Fire prevention/control methods applied/hot work permits</p>

#### 14.17 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): <b>Supervision of the Use &amp; Maintenance of Machinery</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): <b>Notices Operation of Machinery</b>	Schedule D Notice posted in Work areas
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

#### 14.18 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals /

	adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

## 15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.



## 16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations promulgated in February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Application of construction permit
Regulation No. 4	- Notification of construction work
Regulation No. 7	- Principal Contractor and Contractor
Regulation No. 8	- Supervision of construction work
Regulation No. 9	- Risk Assessment
Regulation No. 28	- Stacking & Storage on construction sites
Regulation No. 30	- Construction employees' facilities
Regulation No. 32	- Approved Inspection authorities
Regulation No. 33	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

## 19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water



- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

## **20. LOCKOUT SYSTEMS: - *ELECTRICAL!***

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

## **21. INCIDENT INVESTIGATION**

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

## **22. GENERAL**

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5(1) (q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to

delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

## 23. IMPORTANT RECORDS TO BE KEPT

### 1 Inspection checklist (template)

The documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project,

#### INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16(1): SCAFFOLDING:	

CR17(1): SUSPENDED PLATFORMS:	
CR19(8)(a): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14(1): DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING TOOLS	
CR28(a): STACKING	

INSPECTION				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
	<b>APPOINTMENTS</b>			
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
CR8(5)	Construction Health and Safety Officer			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Expert			
	<b>DOCUMENTS</b>			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
Section 20(2)	Safety Committee Minutes			
DMR 18(7)	Lifting Machines, hand-powered lifting devices and lifting tackle			
CR 3(4)	Application for Construction Work Permit			
CR 4	Notification of Construction Work			
CR 9(6)	Risk Assessment			
CR 7(7)	Proof of the Health & Safety Induction Training			
CR 11(2)(c)	Structures			
CR13(2)(i)	Excavations			
CR7(1)(g)	Medical Certificates of Fitness			
CR 17(11)	Suspended platforms; inspections and performance test records			
CR 7(1)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(8)(c )	Material Hoists Record Book			
CR21(2)(g)	Explosive actuated fastening device register			
CR 23(1)(k)	Construction Vehicle & Mobile Plant Register			
CR 24(e)	Electrical Installation & Machinery Register			
	<b>INCIDENTS</b>			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			

	<b>PUBLIC SITE</b>			
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
CR 27(f)	Perimeter fence & no admittance			
CR 27(g)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
	<b>PERSONAL SAFETY EQUIPMENT</b>			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	<b>SAFETY PLANS</b>			
	<b>FIRST AID</b>			
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(a)	Principal's contractor H&S Plan			
	<b>FIRE HAZARD &amp; PRECAUTIONS</b>			
GR29	Flammables used, waste, hot work, diesel, fuel, gas			
	<b>ELECTRICAL INSTALLATIONS &amp; MACHINERY</b>			
CR24	Guarding to Electrical Installations			
	<b>ILLUMINATION</b>			
ER 3(6)	Dangerous Places and signage as well			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR5(1)(l) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

# IMPORTANT CONTACT DETAILS

## (FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE

NUMBER

CONTACT PERSON



Hospital




Ambulance




Water

Electricity




Police




Fire Brigade




Engineer


**ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.**

### **C3.3 – PW 371-B SPECIFICATION**

**PW 371-B**

**EDITION 2.2**



**Department:  
Public Works**  
REPUBLIC OF SOUTH AFRICA

# **CONSTRUCTION WORKS: SPECIFICATIONS**

**PARTICULAR SPECIFICATION**

First Edition October 1983  
Second Edition January 2013  
Edition 2.2 December 2015

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## **Particular Specification**

(read with PW371-A)

This specification falls under the Scope of Work as defined in *Standard for Uniformity in Construction Procurement*, published by the Construction Industry Development Board (CIDB), and is based on national or international standards, where such exist.

Works: **Department Of Employment and Labour: Mdantsane Labour Centre: Supply and Installation of Six Carports at Existing Parking Area**

Ref no: **14/1/3/1/1/6464/5050**

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# 1 Earthworks

## 1.1 Site clearance

*Applicable standard:* SANS 2001 – Construction Works Part BS1: Site clearance

Specification data<sup>1</sup>:

SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400.

SANS 2001-BS1 covers removal of vegetation, fences, guard rails and posts, litter and building rubble, boulders of size up to 0,15 m<sup>3</sup>, and surface and subsurface obstructions, and demolition and removal of structures (including their basements, if any), not directly associated with or incidental to any excavation.

€ designated area/site in which work is to be carried out: see drawings

€ level of finished earthworks: see drawings

€ site clearing activity numbers: ...

1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 / 11 / 12

1 removal and disposal of vegetation; 2 removal and disposal of structures by means of bulldozing; 3 demolition, breaking up and removal of buildings to ground level; 4 demolition, breaking up and removal of underground structures; 5 ditto septic tanks, soak pits; 6 ditto litter, rubble, rocks on surface; 7 removal and stacking of re-useable materials; 8 removal of asphalt layers; 9 removal of paving; 10 removal of kerbs, channels, haunching; 11 scarifying, ripping to blocks <200 mm; 12 removal of disused foulwater and stormwater drains and watermains

€ description of materials to be reused: ...

Activity 7 requires description of re-useable materials

€ depth of underground structures to be demolished: see drawings

Activity 4 requires depth of demolition of underground structures to be specified.

€ depth for ripping or excavation: see drawings

Activity 11 requires depth for ripping or excavation to be specified

€ designated sites for disposal of materials: see drawings

€ designated sites for disposal of reusable materials: see drawings

€ trees, turf, plants, bushes, shrubs and flora to be preserved and/or replanted: see drawings

Look up tree distance guidelines in SANS 10400-H Annex E.

€ topsoil: select and stockpile

Topsoil is mostly a precious commodity.

## 1.2 Earthworks (general)

*Applicable standard:* SANS 2001-Construction works Part BE1: Earthworks (general).

Specification data:

SANS 2001-BE1 covers: excavation, filling, compaction and finishing of general excavations for buildings, bridges and structures, terracing, landscaping and private railway sidings, carried out with heavy construction equipment or light construction equipment, or by hand.

€ topsoil: select and stockpile

€ areas where surplus and unsuitable materials shall be disposed of: see drawings

€ areas to be topsoiled: see drawings

<sup>1</sup> The specification data for SANS 2001 standards as listed in this publication is a selection of importance mainly for buildings. See Annex A of the relevant standard for the full list of specification data, and follow instructions when required for civil works.

- € areas to be grassed or vegetated: see drawings
- € degree of accuracy required : II

Relevant standards:

SANS 10400-F Site Operations.

SANS 10400-G Excavations.

To be published: SANS 2001- Construction works Part BE2: Earthworks (small works).

## 2 Concrete works

### 2.1 Structural works (SANS 2001-CC1)

Omit this part if not relevant, or SANS 2001-CC2 Concrete Works (Minor Works) is specified.

SANS 2001-CC1 covers: structural concrete in buildings and structures where the design and supervision of reinforced, prestressed and precast concrete are under the direct control of appropriately qualified engineers and technologists. Does not cover piles, harbour and marine works, and underground works in mines.

Specification data:

#### materials

€ strength concrete grade: see drawings

10 / 15 / 20 / 25 / 30 / 40

Omit if prescribed mix concrete is specified.

Contractor is responsible for design of strength concrete.

Strength concrete is designated by its characteristic strength followed by the size of stone used in its manufacture, for example, grade 30/19 refers to a 30 MPa mix made with 19 mm stone. Stone size has little influence on strength but does affect workability and water demand.

Grades for typical applications are

10 (plain [unreinforced] concrete strip foundations, or surface beds where the slab does not serve as the final wearing surface);

15 (plain concrete strip foundations, floors on the ground that will serve as the final wearing surface);

20 (reinforced concrete subject to non-aggressive (dry) conditions; base courses of lightly loaded floors (no trucking) and one-course domestic and office floors on the ground that will serve as the final wearing surface; landscape footpaths);

25 (general reinforced concrete construction in buildings, bridges, culverts, silos, machine foundations, slab-on-the-ground foundations, unplastered walls above ground);

30 (machine foundations subject to vibration and shock; concrete roads; paving and floors on the ground to carry fork-lift trucks), precast concrete;

40 (specially watertight walls and tanks; highly stressed rc members; precast structural units; concrete subject to severe vibration and shock, abrasion and wear).

€ prescribed mix concrete: SANS 2001-CC2 table 5 / ...

Omit if strength concrete is specified. SANS 2001-CC2 table 5 (19 mm aggregate) and table 6 (13 mm aggregate) contains generic prescribed concrete mixes for strength grade 10, 15, 20, 25, 30, or specify bespoke requirements.

€ characteristic strength of tendon steel for prestressing: ...

€ joint fillers, sealants, waterstops, bearings and accessories: ... / see Section 6

€ steel joint cover plate finish: not galvanized / galvanized

#### off-form surfaces

€ concrete off-form surface finish (smooth-special): steel forms, uniform texture, appearance and colour

Specify special off-form and exposed aggregate surfaces only with permission: timber boards, special patterned finish (hardboard, rubber, plastic), brushed, tooled, sand-blasted or aggregate transfer. See SANS 2001-CC1 table 1.

#### construction joints

€ type: see drawings

construction joint / movement joint / contraction joint / expansion joint

In general, in off-form surfaces, construction joints should be shown where a day's casting starts and ends, e.g. bottom and top of slab/column.

€ joint sealing requirements: see Section 6

SANS 2001-CC1 specifies the finishing of exposed horizontal cast in situ concrete surfaces excluding industrial floors. Public ramps must have a safe gradient and frequent landings for disabled persons. Check with SANS 10400-S. See note on stairways at end of section.

- € parts of the structure which need to be watertight: see drawings
- € degree of accuracy required: II

#### **precast/prestressed concrete**

- € surface finish required to precast units: special off-form / exposed aggregate / mosaic / ...
- € prestressing particulars: ...
- € order of loading and magnitude of load for each component of prestressing tendon: ...
- € prestressing test requirements: ...
- € position of lifting and supporting points, method of lifting, type of equipment and transport used in handling and erection of precast units: ...
- € method of assembly and erection of precast units: ...
- € design requirements for structural connections of precast units: ...
- € degree of accuracy required: II

#### **additional requirements**

- € low-density concrete if not breeze (clinker) concrete at 800-960 kg/m<sup>3</sup>

60-160 (vermiculite) / 120-240 (perlite) / 450-720 (foamed slag) kg/m<sup>3</sup>

- € form drip joint or downstand under all exposed off-form slab edges; chamfer exposed edges of off-form columns, slabs, joints etc.; use standard plastic joint formers

## **2.2 Minor works (SANS 2001-CC2)**

Omit this part if SANS 2001-CC1 is specified.

SANS 2001-CC2 covers concrete works in foundations, slabs, stairways, masonry walls, pipelines, manholes, latrines, conservancy tanks, septic tanks and the like where the design and supervision of plain, reinforced and precast concrete are not necessarily under the direct supervision of approved, qualified engineers and technologists and no special finishes to the concrete are required. Use SANS 2001-CC1 when special finishes are required.

Specification data:

- € horizontal surfaces that need to be non-skid: see drawings

## **2.3 Foundations (SANS 2001-CM2)**

SANS 2001-CM2 covers construction requirements for strip footings, pad footings and slab-on-the-ground foundations to receive masonry walling, and the construction of lightly loaded concrete surface beds.

Specification data:

- € site class designation: see drawings

R / H / C / S / P / H1 / C1 / S1 / H2 / C2 / S2 / H3

R rock; H heaving (expansive) soils; C collapsible soils; S compressible sand; P fill, dolomite, marshy areas, mine waste, very soft clays. Site class designations R, H, C, S indicate that the expected range of total soil movements arising from ground movements is such that no special precautionary measures are required to minimize the effects of differential ground movements on buildings. Number denotes higher range of movement. Behaviour of P is variable and the reason for such classification should be given in brackets, e.g. P (fill).

- € foundations: in accordance with the requirements of SANS 10400-H for strip footings, slab-on-the-ground foundations or modified normal construction for category of expected damage 1 or 2 / rational design by competent person

See SANS 10400-H for geotechnical and/or structural solutions for foundations on problem soils.

- € construction of steps in foundations in excess of 400 mm: see drawings
- € minimum founding depth: see drawings



Required where the geotechnical report indicates a deeper requirement than that provided for in SANS 10400-H.

### **additional requirements**

€ protection against termites: SANS 10124.

## **2.4 Concrete floors and paving on the ground**

€ industrial floors: direct-finished one course slab as designed and constructed to SANS 10109 under direction of a competent person

Direct-finished one-course concrete floors on the ground are superior to concrete bases with screed or topping, and should be used if floor is to be left as is, or if to be covered with resilient floor finishes like thermoplastic tiles or carpet.

### **concrete**

€ concrete grade: see drawings

20 / 30

Show grades on drawings.

Default: (grade 20 for base courses of lightly loaded floors [no trucking] and one-course domestic and office floors on the ground that will serve as the final wearing surface, or grade 30 for paving and floors on the ground to carry fork-lift trucks) is acceptable.

### **damp-proof under-surface membrane**

€ DPM under floor area: required / not required

Dpm normally not required under external floors.

### **fabric reinforcement**

€ fabric reinforcement ref. no. 100 / ... / not required

€ floor/paving thickness: see drawings

Floor thickness ranges between 120 and 360 mm, depending on loading, use

### **placing**

€ levels and gradients: see drawings

### **joints**

€ joint sealing: left open / sealed

Joints should be sealed when the floor is used under wet conditions, or where hygiene or dust has to be controlled.

## **2.5 Strongrooms**

€ fire rating, burglar resistance and wall thickness class: see drawings

1 / 2 / 3 / 4

Class: 1 (4h, no burglar resistance, 200 mm wall, 125 mm floor/ceiling); 2 (4h, limited burglar resistance, 300 mm); 3 (4h, medium burglar resistance, 450 mm); 4 (4h, high burglar resistance, 525 mm)

### **NOTE ON STAIRWAYS**

The rule in SANS 10400 – M of a minimum going of 250 mm and a maximum rise of 200 mm often leads to a disregard for two other rules, i.e., “the dimension of each step of the stairway shall be such that the sum of the going and twice the riser is not less than 570 mm and not more than 650 mm”, and “any stairway ... shall have dimensions appropriate to its use” (NBR part M Stairways). A maximum rise of 180 and a minimum going of 280 is a more comfortable and safer proportion, and should be used in most public buildings.

The full range of a more comfortable and safer proportion would be (rise/going):

180/280 mm; 170/280 – 320 mm; 150/280 – 350 mm; 120/280



## 3 Masonry

### 3.1 Masonry Walling (SANS 2001-CM1)

SANS 2001-CM1 Masonry Walling covers requirements for masonry walls, materials, the laying of masonry units in unreinforced and reinforced applications, the building in of door and window frames, holes and chases, the securing of timber roof structures and the fixing of slips.

Specification data:

#### masonry units

Bricks and blocks are collectively termed *masonry units*, whether solid or hollow. A block has dimensions which satisfy any one of the following conditions: a length of 300–650 mm, width of 130–300 mm, or height of 120–300 mm.

€ type: burnt clay / concrete

€ masonry units: SANS 2001-CM1 clause 4.1.1.3

Omit if masonry units to SANS 227 and SANS 1215 are specified.

SANS 2001 CM1 clause 4.1.1.1 states “Masonry units shall comply with the requirements of either 4.1.1.2 (SANS 227 and SANS 1215) or 4.1.1.3”. Clause 4.1.1.3 is a generic description, which may be more practical in areas where bricks to SANS 227 are unobtainable. Specify to clause 4.1.1.3 only with permission.

#### burnt clay masonry units (SANS 227\*<sup>2</sup>)

Omit if requirements of SANS 2001-CM1 clause 4.1.1.3 are acceptable.

€ nature of face unit: hollow / solid / contractor's choice

€ class of face units: FBS / FBX / FBA

Class E bricks are any class of masonry unit produced for structural or load-bearing purposes in face or non-face work, and is supplied to an agreed compressive strength e.g. FBSE2, where the number equals the nominal compressive strength in megapascals.

€ nominal dimensions: 222 x 103 x 76 mm

See SANS 227 for modular sizes, e.g. 190 x 90 x 90 mm.

€ colour of face units: ...

#### concrete masonry units (SANS 1215\*)

Omit if requirements of SANS 2001-CM1 clause 4.1.1.3 are acceptable.

€ nature of unit: hollow / solid

€ colour of face units: ...

€ nominal dimensions: 190 x 90 x 90 / 290 x 90 x 90 / 390 x 90 x 190 / 390 x 190 x 190 mm

#### mortar

€ sand: SANS 1090\*

Omit if default (clause 4.1.4.1) is acceptable.

Clause 4.1.4.1 states that “Sand shall either comply with all of the following requirements or, if required in terms of the *specification data*, the requirements of SANS 1090 for mortar sand (natural or manufactured)”

€ mortar class: II

<sup>2</sup> Asterisk (\*) denotes the preferred attribute or value.

Class I mortar is *suitable* for highly stressed masonry, e.g. multi-storey loadbearing buildings; class II is *suitable* for normal loadbearing applications, including parapets, balustrades, retaining structures, freestanding and garden walls, and walls exposed to severe dampness; class III mortar (not mentioned in SANS 2001-CM1) is *suitable* for lightly stressed bearing walls where exposure to dampness is not severe, or for renovation to unburnt clay masonry walling.

€ pigments for mortar: ... ; colour: ... ; other requirement(s) : ...

### reinforcement

€ prestressing steel (hot-rolled bars or high tensile steel wire and strand) : ...

Provide particulars or omit if not required.

NOTE on metal wall ties: SANS 204 requires masonry walls enveloping habitable portions of the building fabric in all climatic zones to be cavity or insulated cavity walls. Note that existing wire tie types may not be able to be centred centrally and conform to the minimum embedment rule of 50 mm. Note that crimp wire ties are not for use on cavity walls.

### work

€ face work jointing: struck\* / flush / recessed / drip

Struck (half-round) joints are denser with better resistance to water penetration. Flush joints require careful cleaning of face work. Face work includes fair face work.

€ face work pointing shape, colour: ...

Pointing is the raking out of brickwork joints 20 mm deep, then filling with mortar, usually coloured. Joint faces can be left flush, projecting, or shaped in the same way as jointing.

€ multi-leaf wall bond: stretcher and brickforce / English bond (header course every second course) / collar-jointed bond

SANS 2001-CM1 specifies collar-jointed walls as default. Collar-jointed walls have a narrow cavity (<25 mm) between the leaves (the collar joint) which is filled solid with mortar or grout as the work progresses (not to be confused with *grouted cavity* construction where the cavity is wider and filled with concrete). Collar-jointing is intended for walls that require an effective thickness equal to the actual overall thickness of the wall. The success of this construction depends heavily on proper supervision. Collar-jointing is not mentioned in SANS 10249 Masonry Walling.

€ position of control and articulation joints: see drawings

### additional requirements

€ wall type: see drawings

single leaf / multileaf / cavity / insulated cavity / grouted cavity / sealed multileaf

Sealed multileaf walls (outside face of inner leaf treated with a bitumen sealer) may be used in place of cavity walls in areas of prolonged, heavy, wind-driven rains, or where wall is faced with masonry-type facings (see *Masonry-type facings*)

€ special shape face bricks: see drawings

single bullnose / double bullnose / single cant / double cant

€ lintels in face work: see drawings

bed joint reinforced masonry / prestressed concrete lintels / galvanized steel / wood

For timber lintels see Section 4.

€ cavity reveals around windows/doors: open / closed / see drawings

In energy rated buildings, at cavity reveals around openings, cavity insulation should continue up to window or door frames to prevent thermal bridging, therefore "open".

A bituminous damp-proofing type may be required where bituminous waterproofing is to be bonded to damp-proofing – see Section 8.

## 3.2 Glass blockwork

### glass blocks

€ nominal dimensions: ...

- € surface pattern: ...
- € opacity: ...
- € colour: ...

### 3.3 Stone masonry

Loadbearing stone masonry. For stone cladding see *Masonry-type facings*.

- € type: rubble / dimension stone

#### 3.3.1 Rubble

Rubble (koppleklop) is stone with irregular faces as found in nature on or near surface.

- € bedding of stones: set in mortar / dry set, with smaller stones to achieve stability.

#### 3.3.2 Dimension stone

- € stone type: freestone / granite / marble / slate / cast stone

Freestone (makklip) is building stone soft enough to be cut with tools and uniform enough to be carved in any direction, typically sandstone.

- € face dressing: plain / polished / rusticated / vermiculated / boasted / drafted margin
- € shape and size: square sawn in modular rectangular sizes / ...
- € bond to homogenous pattern: random coursed / regular coursed
- € jointing: flush / keyed
- € pointing colour: ...

### 3.4 Masonry-type facings

SANS 10073 The Safe Application of Masonry-type Facings to Buildings was withdrawn in May 2011 and "replaced" by SANS 10400-K Walls which does not yet touch on this important subject.

Thin panel cladding, e.g. marble, should be rail-fixed, leaving a cavity between facing and backing. The advantages of this system are avoidance of staining of the stone face, more reliable support, faster erection, smaller joints and less dependency on skilled labour. Consult specialist stonework contractors.

Facings wholly dependent on fixing to the backing with proprietary adhesive only may lead to failure.

- € facing type: precast concrete / natural stone / burnt clay units / concrete units of design, size, colour and finish: ...

Joints should be sealed to prevent ingress of water and to provide for thermal and structural movement.

#### Relevant standards

SANS 993 Modular co-ordination

SANS 10021 The waterproofing of buildings (in the case of facings this depends on climatic region, facing material and backing).

SANS 10073 The safe application of masonry-type facings to buildings (withdrawn).

SANS 10145 Concrete masonry construction.

SANS 10164 The structural use of masonry.

SANS 10249 Masonry walling.

SANS 10400-H Foundations.

SANS 10400-K Walls.

SANS 10400-M Stairways.

SANS 10400-P Drainage.



## 4 Structural steelwork

### 5.1 Structural steelwork (SANS 2001-CS1)

SANS 2001-CS1 covers structural steelwork for buildings and other structures, excluding bridges, offshore structures, mobile equipment (stackers, reclaimers, draglines, cranes, etc.), mine shaft steelwork (buntions and guides) and mining conveyances, but does not cover roof and side cladding, or the detailed aspects of sundry items such as handrails, ladders, steel flooring and the like, neither does it cover protection of steelwork against corrosion or fire.

Specification data:

- € class and grade of fasteners: ...
- € format of drawings: ...

State in which format and to which standards each category of drawings shall be prepared.

- € hole sizes for holding-down bolts in excess of 36 mm diameter: ...
- € connections to allow movement: ...
- € requirements for machining: ...
- € requirements for non-destructive tests on welds: ...

### 5.2 Sundry steelwork

#### 5.2.1 Material

##### cold-formed structural steel (SANS 10162)

- € commercial quality steel: permitted if yield stress equals 200 MPa, tensile strength 365MPa; obtain proof.

Cold-formed profiles are often made from commercial quality steel of which the yield stress is seldom less than 210 MPa.

##### structural steel tubes SANS 657-1

- € coating: uncoated / hot dip galvanized coating SANS 32 quality B
- € size/profile: see drawings

Size/profile: 21, 27, 32, 34, 38, 42, 48, 51, 60, 76, 89, 102, 114, 127, 140, 152, 165, 178, 219 mm  $\varnothing$  (general purpose); 20 x 20, 25 x 25, 30 x 30, 40 x 40, 50 x 50, 60 x 60, 70 x 70, 80 x 80, 90 x 90, 100 x 100, 115 x 115, 120 x 120, 135 x 135, 140 x 140, 150 x 150, 160 x 160, 175 x 175, 180 x 180 mm (square); 40 x 20, 50 x 30, 60 x 40, 80 x 40, 90 x 50, 100 x 50, 100 x 60, 120 x 60, 120 x 80, 140 x 90, 150 x 100, 160 x 80, 180 x 100, 200 x 100, 200 x 120, 220 x 140, 250 x 150 mm (rectangular)

##### corrosion resistant (weathering) steel

Corrosion resistant steel also known as COR-TEN, a registered trademark of USX Corporation. Corrosion resistant steel is weldable. Available in sheet (<2,0 mm) and strip (2,5 – 6,0 mm). Consult Mittal Steel.

- € grade: 1 / A

##### steel wire rope (cables)

- € class: 6 x 7 / 6 x 24 / 6 x 37 / 8 x 19 mm
- € diameter: 6 / 7 / 8 / 9 / 10 mm.

### 5.3 Coating

- € type: hot dip galvanising / prepainting / hot dip galvanising and prepainting (duplex system)

Other coating types on steel are vitreous enamel, plastic or protective tape.

SANS 121 provides for one set of coating thickness only – see NOTES at end of Section. Thicker (25%) coatings may be requested without affecting specification conformity. The primary influencer on hot dip galvanized coating is the steel composition. See SANS 14713 for design guidelines.



### hot dip galvanising

The Hot Dip Galvanizers Association South Africa (HDGASA) is the industry representative body.

€ significant (architectural) surfaces: see drawings

NOTE on appearance of galvanized coatings

SANS 121:

"The primary purpose of the galvanized coating is to protect the underlying iron or steelwork against corrosion. Considerations related to aesthetics or decorative features should be secondary. Where these secondary features are also of importance it is highly recommended that the galvanizer and customer agree the standard of finish that is achievable on the work [in total or in part], given the range of materials used to form the article. This is of particular importance where the required standard of finish is beyond that set out in this section. It should be noted that 'roughness' and 'smoothness' are relative terms and the roughness of coatings on articles galvanized after fabrication differs from mechanically wiped products, such as galvanized sheet, tube and wire. It is not possible to establish a definition of appearance and finish covering all requirements in practice.

The occurrence of darker or lighter area (e.g. cellular pattern or dark grey areas) or some surface unevenness shall not be cause for rejection: also wet storage stain (white or dark corrosion product – primarily basic zinc oxide – formed during storage in humid conditions after hot dip galvanising) shall not be cause for rejection, providing the coating thickness remains above the specified minimum value."

€ sample: required / not required

€ special pre-treatments: ...

€ special coating thickness: ...

€ any after treatments: ...

€ method of site repair and maximum allowable size of repair: ...

Omit if default (repair by either zinc metal thermal spraying, zinc rich epoxy or a *suitable* zinc rich paint, provided that the repaired surface receive an additional 30 µm over and above that required in terms of the specification; HDGASA recommends a practical repair area of ± a R5 coin) is acceptable.

€ architectural work to be packaged: required / not required

### paint or varnish

SANS 12944 covers the following suitable surfaces for painting: uncoated steel; thermally sprayed with zinc, aluminium or their alloys; hot dip galvanized; zinc-electroplated; sherardized; prefabrication primed; other painted surfaces. Part 2 deals with the principal environments and the corrosivity of these environments to which steel structures are exposed: atmospheric corrosivity category: C1 very low / C2 low / C3 medium / C4 high / C5-I very high (industrial) / C5-M (marine); immersed category for water and soil: Im1 (fresh water) / Im2 (sea or brackish water) / Im3 (soil). Part 5 deals with paint systems.

€ paint system: alkyd / chlorinated rubber / PVC / acrylic / epoxy / ethyl silicate / polyurethane / bitumen

Protective paint systems not covered: powder coating; stoving enamel; heat-cured paints; linings of tanks; products for the chemical treatment of surfaces.

## 5.4 Fire protection

The yield strength of steel is halved at temperatures exceeding 550°C. Consider placing columns outside building.

€ protection of structural steel against fire: see drawings

reinforced concrete grade 25 / solid masonry / sprayed vermiculite-cement/perlite-cement / metal lath and plaster

## Relevant standards:

SANS 1921 Construction and management requirements for works contracts.

SANS 10094 The use of high-strength friction-grip bolts.

SANS 10162 The structural use of steel.

SANS 14713 Protection against corrosion of iron and steel in structures – zinc and aluminium coatings – guidelines.

HDGASA code of practice no 1-1990 The Surface Preparation and Application of Organic Coatings to New, Unweathered Hot Dip Galvanized Steel (Sheet and Section) Excluding In-line Coil Coatings.

HDGASA code of practice no 2-1990 Specification for the Performance Requirements of Coating Systems Applied to New Unweathered Hot Dip Galvanized Steel (Sheet and Section) excluding In-line Coil Coating (Duplex Systems).

## NOTES on hot dip zinc coating thickness and service life:

Consult the Hot Dip Galvanizer's Association of South Africa (HDGASA) for determination of high corrosivity areas.

All hot dip galvanising specifications state the minimum *suitable* coating thickness and not average coating thickness. The thickness actually achieved varies with steel composition and thickness of steel, and can range from the minimum up to >50% greater. As life expectancy predictions are normally based on the minimum coating thickness, they are usually conservative.

Hot dip galvanized coating on structural steel should in most cases provide a service-free life of 40 – 50 years. This is determined by dividing the minimum achieved coating thickness taken on the thinnest steel component by the corrosion rate per year for the location in question (see table).

HDGASA uses SANS /ISO 9223 to determine corrosivity categories, based on three factors:

1) Time of wetness, being the period that the zinc surface is covered by liquid containing the corrosive elements (electrolyte); 2) Airborne pollution containing sulphur dioxide (SO<sub>2</sub>); 3) Airborne pollution containing salinity, usually in the form of chlorides carried on prevailing sea winds.

Estimated service life of hot dip galvanized steel complying with SANS 121

Corrosivity Category ISO 9223	Zinc corrosion rate / yr	55 µm for steel 1.5 – 3mm thick	70 µm for steel 3 – 6 mm thick	85 µm for steel >6 mm thick
C 1 very low	<0.1 µm	>100 yrs	>100 yrs	>100 yrs
C 2 low	0.1 – 0.7	<78.5 yrs	>100 yrs	>100 yrs
C 3 medium	0.7 – 2.1	26 – 78.5 yrs	33 – 100 yrs	40 – >100 yrs
C 4 high	2.1 – 4.2	13 – 26 yrs	16 – 33 yrs	20 – 40 yrs
C 5 very high	4.2 – 8.4	6.5 – 13 yrs	8.3 – 16 yrs	10 – 20 yrs

Source: HDGASA Information sheet No 8.

Coating thickness in µm can be converted to approximate coating mass per unit area in g/m<sup>2</sup> by multiplying by the nominal density of the coating (7,2 g/cm<sup>3</sup>): thus 55 µm = 395 g/m<sup>2</sup>; 70 µm = 505 g/m<sup>2</sup>; 85 µm = 610 g/m<sup>2</sup>

Source: SANS 121 / SANS 14713.

Z275 is the designation for 275 g/m<sup>2</sup> zinc/surface area on both sides of steel sheet (for sheet that would mean 137.5 g/side) which equals a mean coating thickness of 19 µm. Similarly, Z450 equals 22 µm, and Z600 equals 43 µm).



## 5 Insulation, sealants, seals

### 6.1 Thermal insulation

#### 6.1.1 Materials

Consider insulation materials with recycled content, e.g. polystyrene, glass fibre, cellulose and polyester fibre. Consult TIASA (Thermal Insulation Association of SA) or EPSASA (Expanded Polystyrene Ass. of SA).

€ type: bulk (rigid board, fibre matts or batts) / reflective (foil) / composite bulk / loose fill / pipe / spray foam

€ required R-value/thickness: SANS 204

Show all insulation thicknesses on drawings. Actual R-value test results may be obtained from the South African Fenestration and Insulation Energy Rating Association (SAFIERA).

€ required fire performance classification of thermally insulated building envelope systems: SANS 428

€ combustability: A / B

A (non combustible); B (combustible)

€ surface fire spread properties: 1 / 2 / 3 / 4 / 5 / 6

1 (no flame spread) / 2 – 6 (rapid flame spread)

€ application: vertical / horizontal / vertical and horizontal / see drawings

Consult SANS 10400-T for fire performance requirements.

#### rigid board

€ material: EPS / XPS / EPU

€ expanded polystyrene (EPS) grade: 16D-85 / 24D-170 / 32D-225

16D-85 (standard); 24D-170 (high); 32D-225 (extra high) (density kg/m<sup>3</sup>—compressive strength kPa)

EPS is combustible on its own but claimed to be fire-safe in a masonry cavity with closed reveals (see EPSASA leaflet *EPS Cavity Wall Insulation*). EPS will resist the passage of moisture. Panel width: 600 mm; thicknesses: 25, 30, 40, 50 (ex stock), 60, 70, 80 (to order)

€ face: plain / foil / ...

€ edge: square / shiplap / tongue and groove

#### fibre matts/batts

€ form: matts (flexible) / batts (rigid)

€ face: plain / foil / ...

Typical fibres are mineral (rock wool, glass wool), synthetic (polyester, polyethylene), and natural (wool). Fibre insulation is not recommended in partial fill masonry cavity construction – consult manufacturer.

#### reflective foil

€ reflective foil class: A / B / C / D

A (reinforced, both surfaces reflective), B (reinforced, one surface reflective), C (unreinforced, both surfaces reflective), D (unreinforced, one surface reflective). Foil may double as an effective vapour barrier. See additional notes on foil at end of this section.

The thermal resistance of reflective insulation varies with the direction of heat flow through it, i.e. vertical, horizontal or sloped, and the number and defined thickness of air spaces it faces. It is important that bright surfaces facing air spaces remain untarnished on at least one surface.

The difference in direction of heat flow is generally marginal for bulk insulation but can be pronounced for reflective insulation. Reflective insulation is more effective at reducing summer heat gain than reducing winter heat loss.

Reflective foils are valuable when used in combination with bulk insulation for improved performance. Composite bulk and reflective materials are available that combine some features of both types. Examples include foil bonded to bulk insulation, whether blankets, batts or boards, i.e. foil faced blankets, foil faced batts and foil faced boards.

### **metal faced insulation panels**

For use in buildings, cold rooms and hot rooms, interior and exterior.

- € corrosion comparison index of panel-facing coating: 1 / 2 / 3 / 4
- € core insulation: calcium silicate / mineral fibre / polyisocyanurate / polyphen / polystyrene / polyurethane / rockwool
- € facing: chromadek / galvanized steel / PVC laminated galvanized steel / stainless steel / zinalume

Metal faced insulation panels are typically used in cold storage systems. Consult TPMA (Thermal Panel Manufacturer's Association).

### **loose fill**

- € loose fill: pellets or granules / cellulose.

## **6.1.2 Installation**

- € system: SANS 204 / rational design

### **masonry cavity wall insulation**

- € type: full fill cavity / partial fill cavity / loose fill / see drawings

Insulation can be installed full fill in cavities in most areas where cavity walls are not required to prevent moisture migration, or where walls are plastered and painted or protected by roof overhangs of >750 mm.

Insulation should be installed partial fill in cavities where the cavity also serves as a moisture barrier against wind-driven rain, mostly in winter rainfall areas, but also in cases of exposed face brick walls in general (e.g. gable walls, walls without roof overhangs, high buildings).

In exposed walls, filling cavities with loose fill insulation may result in insulation becoming wet, losing its insulation value and causing dampness on the inner leaf.

Filling of concrete block cores with any type of insulation offers little energy savings since the majority of heat is conducted through the webs and mortar joints.

### **masonry wall external face insulation**

- € masonry wall external face insulation: ...

Omit if default (patent system of EPS external insulation bonded and mechanically fixed to dry, sound and flat surface, finished with reinforced polymeric plaster) is acceptable, or specify alternative.

Installing insulation against internal face of envelope wall would result in losing capacitive insulation of internal leaf (thermal mass).

### **pitched roof/ceiling insulation**

- € system: reflective foil under roof covering / bulk insulation on ceiling / foil + bulk / see drawings

### **flat roof insulation**

- € material: rigid EPS insulation density 32D
- € flat roof insulation position: over waterproofing / under screed

Insulation on flat trafficable concrete roofs should be firm enough to support the waterproofing system and foreseeable loadings, i.e. under screed. See Section 8 for further particulars.

### **floor insulation**

- € under floor slab insulation: required / not required

In case of in-slab heating as required by SANS 204.

## 6.2 Vapour barriers

€ type: ...

€ position: see drawings

Clay brick and concrete block masonry is able to accommodate moisture migration (damp open), normally rendering a vapour barrier unnecessary. SANS 204 advises that designers should consider that interstitial condensation occurs in walling systems which are not able to prevent or accommodate moisture migration. Also, that artificial cooling of buildings in some climates can cause condensation to form inside the layers of the building envelope. Such condensation can cause significant structural or cosmetic damage to the envelope before it is detected. Associated mould growth may also create health risks to the occupants. Effective control of condensation is a complex issue. In some locations a fully sealed vapour barrier may need to be installed on the more humid, or generally warmer, side of the insulation.

## 6.3 Sound absorption

### materials

€ structure-borne sound insulation: mineral fibre mats SANS 1381 / cork

€ airborne sound absorption: mineral fibre mats SANS 1381 + perforated 10 mm plywood / plasterboard / hardboard / metal / see drawings.

## 6.4 Joint fillers/sealants

€ joint filler/sealant colour: ...

Industrial sealants compatible with bitumen may not be available in SA.

Two-part sealants are generally more effective and costly than one-part sealants.

See also SANS 2001-CC1 for specification of waterstops.

## 6.5 Architectural seals

€ type: patent extruded aluminium carriers with flexible seal inserts of synthetic rubber, rigid PVC, nylon brush filaments, polypropylene pile, or silicone rubber / patent PVC, pile or neoprene door and window frame seals / patent silicone intumescent seals (fire and smoke) / patent external extruded aluminium threshold plate seals

Architectural seals need careful study by the designer – consult supplier.

€ aluminium extrusion finish: mill / anodised / painted

€ intended use of seal: energy (draughts, dust, insects) / intumescent (fire and smoke) / acoustic (noise) / finger-pinch protection (schools, day-care centres) / threshold plate / access (mobility, disabled persons)

Intumescent seals are designed to expand when subjected to heat.

€ duty level: light / medium / heavy

Duty level: light (domestic); medium (commercial); heavy (hospitals, airports, shopping malls).

€ mounting: fully morticed / semi morticed / surface mounted / grooved.



NOTE: Additional notes on reflective foil thermal insulation:

The difference in direction of heat flow is generally marginal for bulk insulation but can be pronounced for reflective insulation. Reflective insulation is more effective at reducing summer heat gain than reducing winter heat loss.

The thermal resistance of reflective insulation varies with the direction of heat flow through it, i.e. vertical, horizontal or sloped, the number of air spaces and defined thicknesses of the air spaces. Furthermore, that the bright surfaces facing the air space/spaces remains untarnished on at least one surface.

Reflective foils are valuable when used in combination with bulk insulation for improved performance.

Composite bulk and reflective materials are available that combine some features of both types. Examples include foil bonded to bulk insulation, whether blankets, batts or boards, i.e. foil faced blankets, foil faced batts and foil faced boards.



## 6 Roof coverings, cladding

To be published: SANS 2001-CR2 Tiled and sheeted roofs.

### 7.1 General

€ type of cover, cladding: see drawings

tile / profiled sheet / fully-supported sheet / thatch

€ roof pitch: see drawings

Check minimum roof pitches with SANS 10400-L. Roof pitches below that recommended by the manufacturer can be achieved by laying plywood boarding over the rafters and covering with waterproofing before tiling. Check with manufacturer.

#### underlay

€ underlay type: reflective foil / polymer / the subject of an active Agrément Certificate

See Section 6 for reflective foil. Reflective foil doubles as thermal insulation and should be first choice in hot climates.

### 7.2 Tile roofing/cladding

#### 7.2.1 Materials

€ type of tile: concrete / clay / slate / fibre-cement / metal

##### concrete roof tiles

Concrete roof tiles have a mass of  $\pm 55 \text{ kg/m}^2$  laid.

€ pattern and colour: ...

€ type: plain / interlocking

€ body colour or surface coating category: 1 / 2 / 3 / 4

1 (none); 2 (surface coating only); 3 (body colour only); 4 (both).

€ finish: throughcolour / granular / sanded

##### clay roof tiles

€ type: Broseley (plain) / Marseilles (interlocking) / ...

€ colour: ...

##### natural slate tiles

€ size, colour: ...

##### fibre-cement slates

€ texture, colour: plain / textured / natural / ...

Mass of fibre-cement tiles is  $25 \text{ kg/m}^2$  laid.

##### metal roofing tiles

€ material, finish: hot dip galvanized steel / aluminium alloy / stainless steel / coated / uncoated

##### fixing materials

€ fixing materials: galvanized steel / stainless steel or aluminium

Galvanized steel in inland regions. Stainless steel or aluminium in *coastal regions* or corrosive atmospheres, except for clay tiles where all fixings shall be stainless steel.

## 7.2.2 Roof tiling

### preparation

€ terrain category: 1 / 2 / 3 / 4

Terrain category 1: exposed open/ *coastal areas* (generally the area within 5km from the coast-line unless otherwise defined locally); 2: exposed with scattered obstructions; 3 : well-wooded areas and suburbs, town and industrial areas; 4: large city centres.

€ design wind speed: 40 / 45 / 50 / 55 m/s

€ height above ground / number of storeys: ...

€ eaves: open / boarded

Eaves should be boarded in exposed terrains.

### laying

€ tile: concrete / clay / slate / fibre-cement / metal

€ valley gutter: open / concealed

€ verge tiles: required / not required

### roof underlay

€ roof underlay: required / not required

Underlays are strongly recommended in any area, and are mandatory in exposed and coastal terrains, depending on pitch. Not required for metal roof tiles.

SANS 204 states "all tile roofs in climatic zones 1, 2, 4 and 6 shall have a tile underlay or radiant barrier and the joints shall be sealed to prevent air infiltration and leakage".

## 7.3 Profiled sheet roofing/cladding

### 7.3.1 Metal sheet

Mass of metal sheet roofing is  $\pm 11 \text{ kg/m}^2$ .

#### metal

€ metal and coating: zinc-coated (galvanized) steel / AZ-coated steel / prepainted zinc coated steel / weathering steel / natural aluminium alloy / prepainted aluminium alloy / stainless steel / copper

Copper, aluminium, stainless steel or weathering steel should be used in environments where atmospheric corrosion is aggressive. Check availability, thickness and finish of these metals with manufacturer/ supplier.

#### profile

€ profile: corrugated / box rib (IBR) / interlocking box rib / rib-trough/standing seam

€ sheet length: single lengths per roof slope / standard lengths with overlap / single length standing seam over-ridge (see ridding)

Standard lengths (1,8 – 14 m) – check with manufacturer/ supplier.

Corrugated and IBR sheets in standard lengths with overlap causes less thermal movement stress on exposed fixings than long lengths.

#### steel

€ nominal sheet thickness: 0,5 / 0,6 mm

Check availability of 0,8 mm sheets. 0,6 mm thick sheet costs  $\pm 16\%$  more than 0,5 mm.

€ coating grade: Z275 / Z600 / AZ150 / AZ200

Z275 and AZ150 for inland regions, Z600 and AZ200 for coastal regions and aggressive atmospheres. Coiled sheeting with hot dip zinc coating (galvanising) class Z275 has an average zinc coating thickness of about 19µm; Z600 - 42µm. AZ coatings have increased corrosion resistance over zinc coating by 3 or 4. See notes on hot dip galvanising under Section 5 Structural Steel. Get expert advice from HDGASA or ARTF - SCRACE.

### **aluminium alloy**

€ aluminium roofing sheet thickness: 0,6 (cladding only) / 0,7 / 0,8 / 0,9 mm

### **stainless steel**

€ stainless steel thickness: 0,5 / 0,6 mm

### **copper**

€ copper: 0,6 mm thick

### **prepainted metal**

€ prepainted metal sheet type: 3 / 4 / 5a / 5b / 6a / 6b

Type 3 (mild to moderate rural, urban, tropical and industrial environments) / 4 (marine and industrial) / 5a (severe marine) / 5b (heavy industrial and industrial marine) / 6a very severe marine) / 6b (very severe industrial).

Coil coated and prepainted products are e.g. Chromadek or Chromadek Plus (Mittal Steel) for marine and industrial environments; there are several others. Paint coating more than doubles the life of sheets with metal coating only.

### **weathering steel (Cor-ten)**

€ weathering steel: 0,8 mm

### **bullnosing**

€ bullnosing radius: ...

Minimum radius about 500 mm (inside radius), depending on material, profile and sheet thickness.

### **roof ventilators**

€ roof ventilator type, material, dimensions: ...

## **7.3.2 Fibre-cement sheet**

Mass of 5 mm thick fibre-cement sheets is 15 kg/m<sup>2</sup>. Purlins must be 50 x 76 mm at 1 200 max spacing on trusses/beams at 1 200 max spacing (SANS 10243). Finish fibre-cement sheets in *coastal areas* with an anti-fungicidal paint – see section 14 Painting.

€ bullnosing radius: ...

## **7.3.3 Glass-reinforced polyester sheet**

See also SANS 141 GRP laminates.

€ type: 1 / 2

1 (with weathering protection both sides) / 2 (ditto one side)

€ class: W / WF

W (without fire-retardant properties) / WF (with fire-retardant properties)

SANS 10400-L: "skylights shall have a maximum opening area of 0,6 m<sup>2</sup> or, if in the form of a translucent roof sheet, an installed width of 700 mm".

€ mass: 1,0 – 1,4 kg/m<sup>2</sup> (domestic) / 1,4 / 1,8 / 2,4 kg/m<sup>2</sup> (industrial)

€ opacity: clear / opaque

€ colour: ...

€ profile: see drawings / to match roofing/cladding sheet / corrugated / IBR / ...

### 7.3.4 Polycarbonate sheet

€ colour: ...

€ thickness: 1,0 mm / 1,2 mm

1,0 mm (domestic) / 1,2 mm (industrial)

€ profile: see drawings / to match roofing/cladding sheet / corrugated / IBR / ...

### 7.3.5 Fasteners and washers

€ corrosion resistance class: 1 / 2 / 3 / 4

1 (general internal / 2 (general internal with significant condensation) / 3 external, mild to moderate industrial or marine) / 4 (external severe marine)

Identification of corrosive characteristics of the environment is essential.

Corrosion resistance class 2, 3 and 4 correspond with class C2, C3 and C4 of ISO 9223.

Some coating information for zinc and tin-zinc coated fasteners (corrosion resistance class, coating type, coating thickness in µm):

1, electroplated zinc (EZ), 4

2, EZ, 12

2, mech. plated zinc (MPZ), 17

3, EZ, 30

3, hot dip galv (HDG), 30

3, MPZ, 40

4, HDG, 50

4, MPZ, 45.

For full list see SANS 1273.

€ type and size: hook-bolt / U-bolt / J-bolt / drive screw / self-tapping screw / according to roofing material *manufacturer's instruction*

€ material: zinc-coated carbon steel / stainless steel.

### 7.3.6 Installation

#### exposed fixing

€ box rib cladding: with rib against girt / with rib away from girt

#### lapping

Sealing of laps in sheeted roofs in climate zone 1, 2, 4 and 6 is mandatory (SANS 204)

## 7.4 Fully-supported metal sheet roofing and cladding

Flat metal sheet with standing seams on continuous solid boarding can follow any shape within limits of the boarding. The specification presented in PW371-A is for copper. Other materials are zinc, lead, aluminium or hot dip galvanized steel. Check material and fixing with specialists.

Boarding must be able to absorb condensation under roof sheet - use of chipboard or other dense boarding material will cause corrosion. Board thickness depends on span.

## 7.5 Thatch roofing

To be published: SANS 2001- Construction Works Part CR3: Thatch Roofing.

Cost of a thatch roof is 15 – 20 % higher than a conventional roof. Check insurance requirements.

Consider requesting that the work be done by a member of the South African Thatcher's Association.

Avoid penetrations of the roof area – place chimneys preferably at the ridge, ventilation pipes outside the exterior wall faces.

Thatch can be shaped and moulded.

€ thatch type: grass / Cape reed (dekriet) / water reed

Local grass will weather better in the same climate from which it originates. Hyparrhenia and Hyparphilia species should last for 35 years. Thamnochortis species (Cape reed/dekriet) could last for 75 years. Also Phragmites Communis reed. 175 mm thick thatch weighs 35 kg/m<sup>2</sup>, about 40 bundles of grass per m<sup>2</sup>.

Roof pitch in general should not be less than 45 degrees, 40 degrees at dormers (SANS 10400-L).

After the maintenance period the roof should be serviced every 10 – 12 years, and a new layer of 70 – 100 mm thatch added after 35 years. The life of thatch will be prolonged by brushing with a thatch spade at 4 – 5 year intervals.

€ wire sways: prohibited / allowed

Wire sways should not be used in roof construction in areas where lightning is a problem unless provided with a lightning protection system (See SANS 10400-T).

€ ridging: thatch / sand-cement / fibreglass

€ fire retardant treatment: none / pre-treatment / during construction / after installation

## 7.6 Flashings, trim

Flashings to metal roofs should be similar to roof material to ensure same life to first maintenance and avoid electrolytic corrosion.

Counter flashings with an anti-capillary fold avoid electrolytic corrosion.

## 7.7 Fascias and barge boards

€ size: see drawings.

Relevant standards:

SANS 10062: The fixing of concrete roof tiles.

SANS 10237: Roof and side cladding.

SANS 1200 HB-Cladding and sheeting.

SANS10400-L Roofs.

SANS 10400-T Fire protection.

Concrete Roof Tiles – Technical Manual. Concrete Manufacturer's Association.

Guide to good thatching practice. Thatcher's Ass of SA.



## 7 Plaster, screeds, toppings, terrazzo

### 11.1 Plaster

€ type: see drawings

cement plaster / gypsum plaster / lime plaster / insulating plaster / barite plaster / waterproof plaster.

#### 11.1.1 Cement plaster (SANS 2001 EM1)

SANS 2001- Construction Works Part EM1: Cement Plaster Admixtures are not permitted in cement plasters to improve workability or improve the properties of the finished plaster.

Specification data:

€ application: single coat / multicoat

€ finish to cement plaster: smooth / textured / roughcast / bagged / skimmed

Show in drawings: V-joints through full plaster thickness at dpc level and where different materials meet; metal lath strips over roof anchors on single leaf masonry walls, or across joints between different materials – see SANS 2001-EM1.

#### 11.1.2 Gypsum plaster

Do not mix gypsum-based plaster with plaster made with common cement – the sulphate compound in gypsum attacks common cement paste.

#### 11.1.4 Insulating plaster

€ low density aggregate density range: 60 – 160 / 120 – 240 / 450 – 720 kg/m<sup>3</sup>

60 – 160 (exfoliated vermiculite); 120 – 240 (perlite); 450 – 720 (foamed slag).

Omit if default (800 – 960 kg/m<sup>3</sup> (clinker) covered in SANS 2001-EM1) is acceptable.

Barite plaster for use in X-ray rooms. Thickness for general diagnostic X-ray work normally between 15 and 30 mm. Check mix and thickness with requirements.

#### 11.1.6 Accessories

€ expanded metal, type: sheet/plate / angle bead / base bead / corner mesh / plaster lath / plaster stop / rib lath / strip mesh

€ angle rounded corner protection: 1 500 x 1,0 x 35 mm girth strip, position: see drawings.

### 11.2 Screeds, toppings, terrazzo

To be published: SANS 2001-EM2 Screeds and toppings.

Screed is a layer of a well-compacted mixture of cement and fine aggregate applied to a concrete base, *suitable* for receiving a floor finish.

Topping is a layer of high-strength concrete designed to provide a dense, abrasion-resistant surface on a concrete base.

Terrazzo is a hard-wearing decorative concrete finish in which crushed or uncrushed aggregate like marble and pigments is used, and of which the surface is generally ground and polished.

Specify screed or topping only where a direct-finished one-course concrete floor is impracticable.

#### 11.2.1 Materials

##### proprietary surface treatments

Treatments to harden or seal the surface of toppings are not normally required, provided a sufficiently high grade of properly finished concrete is used. They may however be useful in dust sensitive areas or where oil spills or mildly acidic solutions may occur. Expert advice should be sought from the manufacturer/supplier.



- € form: dry shake / coating / screed
- € to improve: abrasion resistance / chemical impact resistance / slip resistance / density / UV resistance
- € colour/finish: ...

### **mesh reinforcement**

- € mesh reinforcement: ...

Mesh reinforcement may be required to restrain differential shrinkage stresses and control cracking on precast concrete elements – not normally required.

### **water**

- € water: SANS 51008

Omit if default (drinking water) is acceptable.

## **11.2.2 Mix**

### **topping**

- € concrete grade: see drawings

20 / 30 / 40 / 50

Topping: 1 part cement to 1½ parts sand to 1½ parts stone would produce a concrete strength of 25 – 30 MPa. Use concrete of at least grade 20 where abrasion resistance is not a consideration; grade 30 for floors for light duty industrial and commercial purposes; 40 for ditto medium duty; 50 for heavy duty industrial, workshops, special commercial; very heavy duty engineering workshops would require a proprietary topping. Consult The Concrete Institute for advice.

## **11.2.4 Laying**

Method of laying as described here is known as "separate bonded construction", where the topping or screed is laid on and bonded to a hardened base. For other methods, for example monolithic construction, and separate unbonded construction, consult SANS 10109 part 2.

Compaction of the mix is most important. Stiff semi-dry mixes not well compacted are a common cause of bond failure. Compact stiff mixes with power-operated equipment such as vibrating screed boards.

Joints in screeds should be minimal. Screeds laid in large areas may crack, but this is more acceptable than curling at edges of small panels.

- € screed thickness: see drawings

25 – 50 mm

- € topping thickness: see drawings

25 – 40 mm

- € edge/feature/dividing strips: see drawings.

## **11.2.5 Finishing**

- € type of finish: ordinary / hard / colour pigmented / dry shake / surface ground and polished

Ordinary finish is *suitable* for surfaces that are to be covered by flooring. Hard finish is *suitable* for surfaces that are not to be covered with flooring and for toppings that require high resistance to wear (grade 30 and higher).

Hardwearing surfaces like toppings and terrazzo may be ground and polished – not recommended for sand:cement screeds. Grinding tends to create lower slip resistance. Grinding will affect appearance and will remove surface treatments such as dry shakes.

- € surface smoothness: smooth / non-slip

### **pigmentation**

- € type: integral (mix with dry cement ) / add to freshly laid surface as a dry shake / not required.

### 11.2.6 Joints

- € type: isolation joint / intermediate sawn contraction joint / patent movement joint
- € pattern: see drawings
- € seal joints: required / not required
- € patent movement joint system with flexible inserts: aluminium / stainless steel / PVC

Material depends on nature and intensity of traffic. Joints should be sealed when floor is subjected to liquids, hygiene.

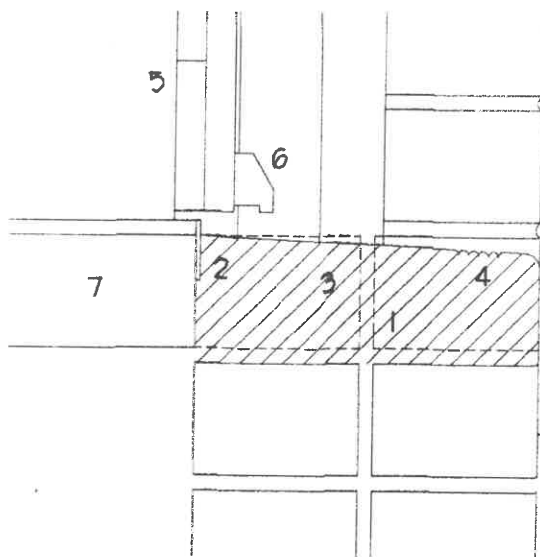
### 11.2.7 Surface regularity

- € degree of surface regularity: I (3 mm) / III (10 mm over 3 m in any direction)

Omit if default (II) is acceptable. Check with SANS 10155. In small rooms deviation should be less.

### 11.2.8 External thresholds

Placing the door in line with the inside wall face allows the joint under the door and adds a measure of rain protection to the door.



- 1 break out bricks
- 2 metal edge strip
- 3 in situ or precast concrete threshold with slight fall
- 4 reeding
- 5 external door
- 6 weather bar
- 7 concrete surface bed

### 11.2.13 Surface sealing

- € seal floor surface with: one coat non-slip wax polish / epoxy / not required.

Relevant standards:

SANS 10109 Part 2 Finishes to Concrete Floors.

Concrete Basics for Building. 2004. Cement and Concrete Institute.



## 8 Electrical works

### 19.1 Earthworks (SANS 2001-DP1)

SANS 2001-DP1 covers earthworks for trenches for all types and sizes of buried pipelines, ducts, cables and prefabricated culverts, including excavation, preparation of trench bottoms, bedding, backfilling and reinstatement of surfaces.

Specification data:

€ areas where pipes are to be encased in concrete: see drawings

### 19.2 Cable ducts (underground) (SANS 2001-DP3)

SANS 2001-DP3 covers the supply, and the laying and bedding in trenches, of pipes of diameter not exceeding 160 mm as ducts for the protection of telephone and electric power cables.

Specification data:

€ type of pipe, associated fittings: pitch impregnated fibre / PVC-U / fibre cement / vitrified clay

Unplasticised polyvinyl chloride (PVC-U).

€ draw pits: see drawings.

### 19.3 Materials and installation

#### 19.3.1 Wiring

##### conduits

Chasing is prohibited in wall faces that are to receive roof flashing. Roof flashing is inserted in grooves sawn with disc cutters after conduits are installed, leading to unnecessary and costly repair work.

##### conductors

See SANS 10198 The selection, handling and installation of electric power cables of rating not exceeding 33 kV.

##### distribution board, meter cabinets

€ position of DB's and meter cabinets: see drawings.

#### 19.3.2 Fittings

##### luminaires

€ type: see drawings

surface mount / recessed / accent / downlighter / step / theatre / outdoor (pole, step, bollard)

##### stove, hob, oven, cooker hood

€ stoves, hobs, ovens, cooker hoods model, type: ... / see drawings.

Relevant standards:

SANS 10114 Interior lighting.

SANS 10389 Exterior lighting.

SANS 10142 The wiring of premises.

SANS 10222 Electrical security installations.

SANS 10313: The protection of structures against lightning.

SANS 61024 Lightning protection of structures.



## 9 Mechanical works

### 20.1 Installation

€ routing and/or concealment of cables, ducts, trays, pipes etc. : see drawings.

### 20.3 Location and access

€ catwalks, cat ladders, access panels: see drawings.

Check all road traffic conditions with the Competent Person. The sub-base thickness is a function of both the type and amount of traffic to be carried and the strength of the subgrade. See also SANS 1200 ME, MF, ML.

## 10 External works

### 21.1 Paving

#### 21.1.1 Materials

##### units

€ paving unit type: see drawings

precast concrete blocks / burnt clay pavers / in-situ concrete / precast concrete slabs

#### precast concrete paving slabs

€ size: 295 / 445 / 595 x 295 / 445/295 / 595/455 x 50/65 mm

#### sand for bedding and jointing of flexible paving

#### 21.1.2 Preparation

A fall of 1:60 is regarded as an optimum fall. Gradients of 1:100 are less forgiving (workmanship, settlement).

Class 25 (MPa) concrete blocks should be specified for most uses.

Thickness of blocks depends on site conditions, design requirements and cost.

#### precast concrete segmental paving blocks

€ type: S-A (interlock) / S-B (semi-interlock) / S-C (rectangular)

PB (uniform), PA (highly uniform in shape and size).

€ class: 25 / 35

#### subgrade

€ subgrade levels and falls: see drawings

#### concrete sub-base for rigid paving

€ thickness, reinforcement: see Section 2

Edge restraints along the perimeter of the paving is necessary to prevent lateral spread of the units and to retain the bedding course sand. See concrete culverts, kerbs etc. below.

€ nominal thickness: 50 / 60 / 80 / 100 / 120 mm

€ top edges: chamfered / not chamfered

#### weed killer

€ treat area to be paved with *suitable* weed

The use of mine sand for jointing is generally accepted.

€ colour: ...

killer: required / not required

#### burnt clay paving units

€ class: PB / PA

€ colour and work size: ...

#### levels, falls, pattern

€ levels and falls: see drawings

€ pattern: see drawings / herringbone / basket weave / stretcher / waving

### 10.1.3 Laying

See SANS 784 for guidance on tactile indicators for access and mobility.

- € type of paving: see drawings / flexible block/brick / flexible slab / rigid block/brick / in situ concrete

#### flexible block/brick paving

Flexible paving is paving laid on sand, with joints filled with sand. The surfaces of flexible paving usually bed down  $\pm 5$  mm after trafficking.

Consider mixing filling sand with 10 – 15% cement depending on traffic, type of paver, and control of weed growth. Spray paving thus filled with a fine spray of water immediately after filling to clean off all cement.

- € concrete anchor beams across road on grades exceeding 8%: ...

### 21.2.1 Materials

- € precast concrete culvert class: 75S / 100S / 125S / 150S / 175S / 200S
- € kerb type: see drawings
- € edging type: see drawings

- € channel type: see drawings

Horizontal forces of motor traffic increase considerably on grades exceeding 8%, causing creep. This is avoided by casting concrete anchor beams across the road. On steeper grades the paving should preferably be rigid. See CMA technical note 6.2 1994.

#### flexible slab

- € joints: filled with mortar / to be left open

### 21.2.2 Laying

- € movement joints: leave open / fill with

Concrete retaining blocks are an economical, versatile and environmentally compatible method of retaining earth and be used for planting, steps, seats, pavilions, and for erosion and scour control.

Rigid paving is paving units bedded in mortar on a concrete base. External paving is exposed to wide temperature and moisture fluctuation which can only be provided for by movement joints.

polysulphide.

#### rigid block/brick paving

Accuracy depends on experience of contractor and/or labourers, and importance of the contract.

#### accuracy

### 21.3 Concrete retaining blocks

culvert / kerb / channel

### 21.2 Concrete culverts, kerbs, channels

#### blocks

- € shape, size and colour: ...

Class depends on foundation conditions and fill.

- € dimensions (internal) : see drawings

span: 450 / 600 / 750, 90 / 120 / 150 / 180 / 240 / 3 000 mm; height: 300 / 450 / 600 / 900 / 1 200 / 1 500 / 1 800 / 2 400 / 3 000 mm

- € type: see drawings

rectangular / half-battered / battered / mountable

rectangular / half-round

rectangular / tapered.



### **preparation**

- € depth, level and type of foundation: see drawings

Foundations: also on sloping or gravel foundation. *Drawings* should show this. Compacted earth foundation is usually sufficient for structures not higher than 1,2m. Higher walls should be thicker, inclined towards the retained earth, anchored with a geogrid mesh, or by modifying the properties of the backfill. Consult the supplier of the blocks and/or Competent Person. Ensure building regulations are complied with.

- € width of foundation: see drawings

Show width of foundation if of concrete.

- € drain pipes, aggregate drain, geofabric  
drain behind retaining wall: required / not required

### **placing**

- € stacking pattern: see drawings
- € geofabric reinforcement: required / not required.

SANS 207 gives recommendations for the application of reinforcement techniques to soils and other fills.

## **21.4 Gabions**

### **materials**

- € cage dimension: 4 x 1 x 1 / 6 x 2 x 0,5 m
- € mesh wire to be PVC-coated: required / not required.

## **PART C4: SITE INFORMATION**

**C4: SITE INFORMATION**  
**PG-03.2 (EC)**

## PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

<b>Project title:</b>	<b>DEPARTMENT OF EMPLOYMENT AND LABOUR: MDANTSANE LABOUR CENTRE: SUPPLY AND INSTALLATION OF SIX CARPORTS AT EXISTING PARKING AREA</b>				
<b>Tender no:</b>	<b>GQEQ-2025-03</b>	<b>WCS no:</b>	<b>057001</b>	<b>Reference no:</b>	<b>14/1/3/1/1/6464/5050</b>

### C4 Site Information

The site is located in Mdantsane Unit 1, and is approximately 18 km from East London. The position for the parking bays is at different levels as the site is built on different level platforms. There is an existing concrete platform where the parking bays will be positioned. The site is connected to municipal services i.e. water, sewer and electricity.



Figure 1: Site Plan

## **C5: DRAWINGS**

## **C5.1: ARCHITECTURAL DRAWINGS**

## **C5.2: STRUCTURAL ENGINEERING DRAWINGS**



[illegible]

CAS FILE NAME: **A1**

CONSULTANT  
IN-HOUSE



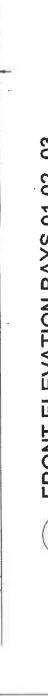
employment & labour  
Department:  
Employment and Labour  
REPUBLIC OF SOUTH AFRICA

WCS057001  
DRAWING TITLE  
ELEVATIONS AND DETAILS

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NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.
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4. NO WORK MUST BE COVERED WITHOUT THE ENGINEER'S APPROVAL.

DATE	15/05/2024	BY	15/05/2024
PROJECT INFORMATION			
PROJECT NAME	STRUCTURAL ENGINEERING		
PROJECT NO.	S202414-2		
CLIENT	PUBLIC WORKS AND INFRASTRUCTURE		
DESIGNER	PUBLIC WORKS AND INFRASTRUCTURE		
DATE	15/05/2024		
BY	15/05/2024		
DESIGNER'S DECLARATION			
I, the undersigned, being a duly qualified and registered Professional Engineer in the Republic of South Africa, do hereby certify that this is a true and correct copy of the original design and that I am not aware of any falsification of the same.			
Signature of Professional Engineer			
Professional Engineer No. 15/05/2024			

DRAWING NO. A1

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

public works & infrastructure

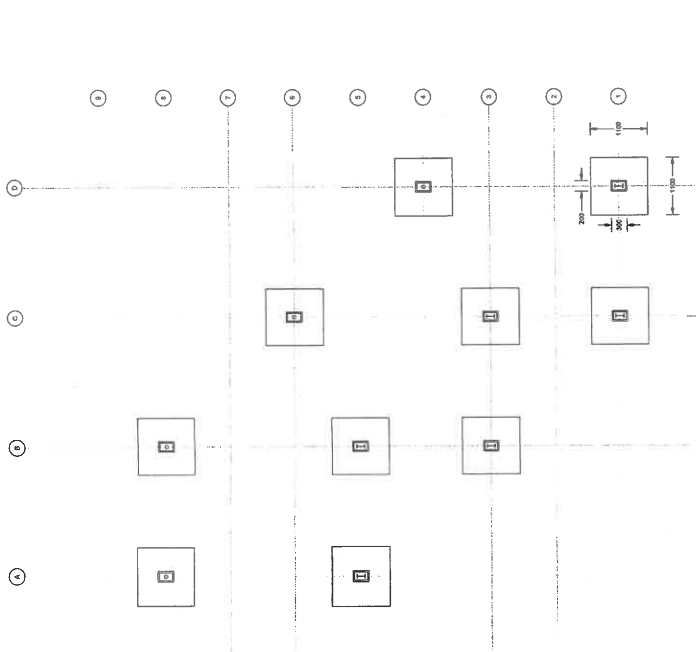
Department of Public Works and Infrastructure

REPUBLIC OF SOUTH AFRICA

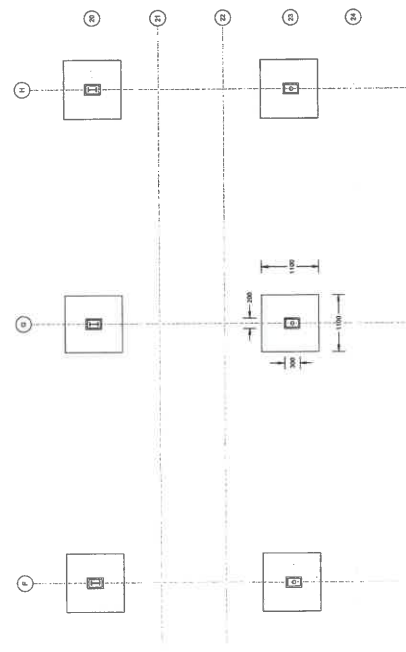
CONSULTANT

IN-HOUSE

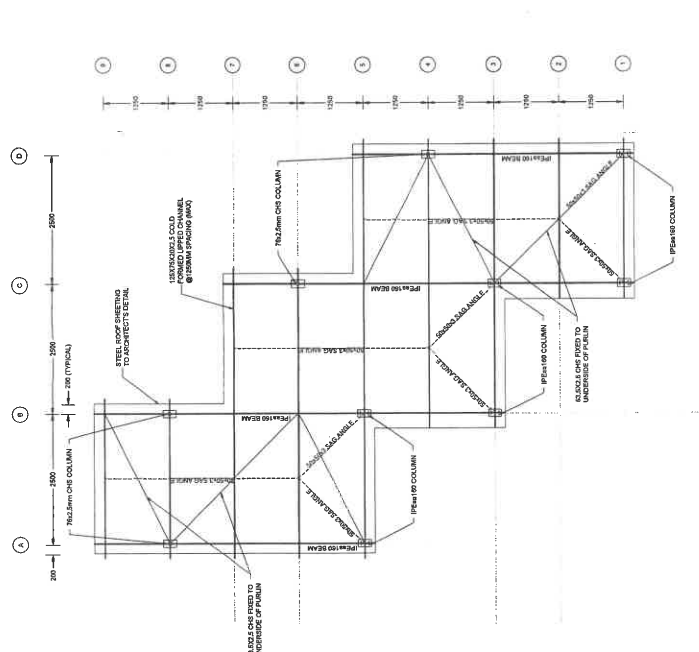
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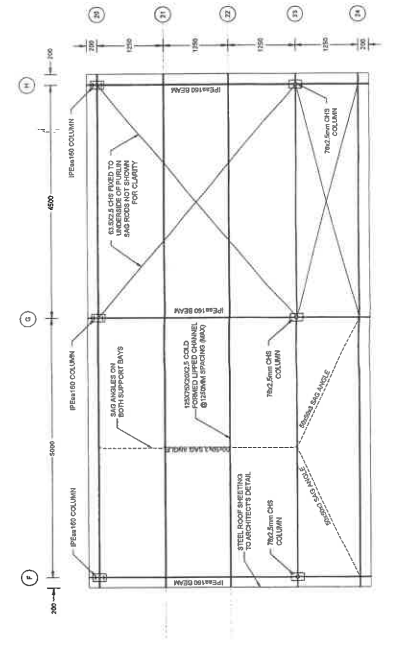
FOUNDATION LAYOUT BAYS 04,05, 06



FOUNDATION LAYOUT BAYS 01,02, 03



LAYOUT PLAN BAYS 04,05, 06



LAYOUT PLAN BAYS 01,02, 03





