

COLLEGE OF CAPE TOWN



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



CONTRACT NUMBER CCT012025

WYNBERG CAMPUS AND CRAWFORD CAMPUS ASBESTOS RAINWATER GOODS AND REMOVAL

BID DOCUMENT

CLOSING DATE: 19 February 2026

Compulsory site visit: 05 February 2026

Crawford campus at 11h00 and Wynberg campus at 12h30

Issued by:

The College of Cape Town
PO Box 726
CAPE TOWN
7925

NAME OF BIDDER:

TOTAL BID PRICE (INCL. VAT):

PREFERENCE / B-BBEE GRADING:

CENTRAL SUPPLIER DATABASE NO:

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PART T1: BIDDING PROCEDURES

T1.1 BID NOTICE

<p>The College of Cape Town invites bids for, The Removal, Disposal and Replacement of Asbestos Rainwater Goods and related works on the Wynberg and Crawford Campuses.</p> <p>The technical requirements and specifications for the scope of works is fully stated in the bid documentation.</p>	
Minimum Contractor CIDB Grading Required	It is estimated that Bidders must have a CIDB contractor grading designation of 2CE/GB or higher
Contracting Agreement	JBCC Edition 6.2 May 2018
Classification	Specialist Work
Procurement Procedure	Single volume approach.
Awarding Strategy	The maximum number of suppliers to be awarded this bid is one (01) .
Bid Submission	Original Bids must be submitted by the stipulated date and time to the address stipulated in the bid document.
Bid Validity	90 days The College of Cape Town reserves the right to extend the validity period.
Subcontracting	Where CIDB related works are subcontracted, each Subcontractor must also be registered with the appropriate CIDB grading Designations in accordance with the value of the work to be undertaken by that Subcontractor.

NOTE: This document is a REQUEST FOR QUOTATION (RFQ), any reference to BID or BIDS within this document will refer to the RFQ being submitted.

T1.2.: INVATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CCT012025	CLOSING DATE:	19 February 2026	CLOSING TIME:	11:00
DESCRIPTION	The College of Cape Town invites bids for, The Removal, Disposal and Replacement of Asbestos Rainwater Goods and related works on the Wynberg and Crawford Campuses.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
COLLEGE OF CAPE TOWN, CENTRAL OFFICE, 334 ALBERT ROAD, SALT RIVER					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkateko Shiundlane	CONTACT PERSON	Sibongile Kula-Sibenke		
TELEPHONE NUMBER	0214046700	TELEPHONE NUMBER	0214046700		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	nshiundlane@cct.edu.za	E-MAIL ADDRESS	skula-sibenke@cct.edu.za		
BIDDER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REG. NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

T1.1.2: Terms and Conditions for Bidding

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

T1.3: STANDARD CONDITIONS OF TENDER

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

F.1 General

F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interest exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Functionality (quality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 The Employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the colleges website and in the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

A Contract will be awarded as per colleges procurement Policies & Procedures

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1

Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderer's who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderer's shall not apply.

F.1.6.2.2

All responsive tenderer's, or not less than three responsive tenderer's that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3

At the conclusion of each round of negotiations, tenderer's shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderer's shall be advised when they are to submit their best and final offer.

F.1.6.2.4

The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderer's have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least ten working days before the closing time stated in the **tender data**.

F.2.9 Insurance

Be aware that insurance for this project is the responsibility of the tenderer/ contractor. The employer will not provide any insurance.

F.2.10 Pricing the tender offer

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

- F.2.12.1** Unless otherwise stated in the **tender data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the **contract data** and described in the **scope of works**, unless stated otherwise in the **tender data**.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **tender data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderer's proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- F.2.13.5** Seal the original and THE Electronic copy of the tender offer in One package marking the packages as "ORIGINAL" and "ELECTRONIC COPY". The package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is not required in terms of the **tender data**, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

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

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

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

Tender offer validity

F.2.16

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to request from the tenderer

F.3.1.1 Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five working days before the tender closing time stated in the **tender data** and notify all tenderer's who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderer's' agents who choose to attend at the time and place stated in the **tender data**. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderer's presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **tender data**.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points (70) for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million.

- 4) (a)(i) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million:

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{Fo} = W_1 \times A$$

where:

N_{Fo} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the **tender data**.

A = a number calculated using either formulas and option described in Table F.1 as stated in the **tender data**.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
---------	-------------------------------	-----------------------	-----------------------

1	Highest price or discount	A =	$(1 + \frac{(P - P_m)}{P_m})$	A = P/Pm
2	Lowest price or percentage commission / fee	A =	$(1 - \frac{(P - P_m)}{P_m})$	A = Pm/P
^a P _r is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.				

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderer's

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the **tender data**, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderer's that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T1.4 BID DATA

The conditions of this bid are the Standard Conditions of Tender as contained in the document CIDB Standard for Uniformity in Engineering and Construction Works Contracts (*August 2019*) Annexure C and may be obtained from the CIDB

The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the Clause in the CIDB Standard Conditions of Bid to which it mainly applies.

CLAUSE NUMBER (CIDB)	BID DATA
F.1.1	The Employer is The College of Cape Town TVET College.
F.1.4	The Employer's Representative is Mr M. Booi
F.1.5	The Employer is not obliged to accept the lowest or any bid and will consider the bidder scoring the highest number of points in line with the set criteria.
F.1.6.3	The Employer shall evaluate this bid in accordance with the evaluation criteria stated in this bid.
F.2.7	A compulsory site clarification meeting will be held as stated in the bid document.

T1.5 EVALUATION CRITERIA

T1.3.1 TEST FOR RESPONSIVENESS/ PRE-QUALIFICATION

1. Fully completed and signed certificate of attendance at compulsory clarification meeting.
2. Fully completed and signed local content declaration forms.
3. Letter of good standing from the Department of Labour or an Accredited Institution.
4. Fully completed and signed schedule of bidders' experience.
5. Fully complete and signed Form of Offer and Acceptance.
6. Bid Documentation must be complete and signed in all respects.

T 1.6 FUNCTIONALITY EVALUATION

The bid will be evaluated based on the submitted price as well as the criteria set out in the table below.

NO.	CRITERIA	WEIGHT
1.	Bidder's Experience	
	<p>Successful completion of similar projects (in nature and value).</p> <p>Bidders should attach Completion Certificates, an Appointment and Reference letters for completed projects in order to qualify for points. (Maximum of 40 points can be awarded)</p> <p>10 points can be scored for each confirmed similar project completed. Similar projects are building projects similar in nature.</p>	40
NO.	CRITERIA	WEIGHT
2.	Key Personnel: Site Agent / Contracts Manager	
	<p>Site Agent / Contracts Manager with the following Qualifications:</p> <ul style="list-style-type: none"> a) No experience or less than 1-year experience (0), or b) Approved 3yr Degree / Diploma in the built environment with less than 2 years relevant experience in the position (6), or c) Approved 3yr Degree / Diploma in the built environment with more than 2 years relevant experience in the position (15), or d) No qualification with 1 - 2 years relevant experience in the position (3), or e) No qualification with more than 2 - 5 years relevant experience in the position (6), or f) No qualification with more than 5 – 7 years relevant experience in the position (9), or g) No qualification with more than 7 – 10 years relevant experience in the position (12), or h) More than 10 years relevant experience in the position (15). <p>CV's and certified copies of academic qualifications of the proposed Site Agent / Contractor Manager must be submitted.</p>	15
3.	Key Personnel: General Foreman	
	<p>General Foreman with the following experience:</p> <ul style="list-style-type: none"> a) No experience or less than 1-year experience (0), or b) Approved 3yr Degree / Diploma in the built environment with less than 2 years relevant experience in the position (6), or c) Approved 3yr Degree / Diploma in the built environment with more than 2 years relevant experience in the position (15), or d) No experience (0), or e) Less than 2 years relevant experience in the position (2), or f) 2 years - 4 years of experience in the position (4), or g) More than 4 years - 6 years relevant experience in the position (6), or h) More than 6 years - 8 years relevant experience in the position (8), or i) More than 8 years relevant experience in the position (10), or <p>CV's and certified copies of academic qualifications of the proposed general foreman must be submitted.</p>	15
4.	Preliminary Construction Programme	
	<p>Comprehensive Preliminary Construction Programme to include Scope of Work. The Programme should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Furthermore, the Programme must</p>	20

	<p>demonstrate the applicant’s approach and allocation of resources to achieve task within timeframes.</p> <p>Depending on the following factors:</p> <p>i) Logic of the sequencing of construction activities and in line with the cash flow. ii) Practicality of the completion timeframes of the respective activities.</p> <p>The programmes shall be ranked in the following order, with the highest ranking qualifying for the maximum points:</p> <p>Good (Fully complies with requisite (i) and (ii) above) - (20). Average (Partly complies with requisite (i) and (ii) above) - (10). Poor (Does not comply with requisite (i) and (ii) above) - (0) .</p>	
NO.	CRITERIA	WEIGHT
5.	Bank Rating	
	<p>The evaluation of the Bidder’s bank rating will be done as follows, based on the information provided within returnable documentation:</p> <p>"A" Bank Rating 10 "B" Bank Rating 8 "C" Bank Rating 6 "D" Bank Rating 4 "E" Bank Rating Non-Responsive</p> <p>Provide Bidder’s qualifying bank rating for claiming points.</p>	10
TOTAL		100

Responses are required to meet a **minimum of 70** percent to be further evaluated.

T1.3.3. PREFERENCE POINT SYSTEM

The (80/20) Preferential Point System will be used to evaluate price and preference on this quotation

PART T2 RETURNABLE DOCUMENTS

The following returnable documents are compulsory and is to be provided.

T2.1: LIST OF RETURNABLE DOCUMENTS

REF	DESCRIPTION
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
B	RECORD OF ADDENDA TO BID DOCUMENTS
C	CERTIFICATE OF AUTHORITY OF AN ENTITY
D	REGISTRATION CERTIFICATES OF AN ENTITY
D1	CSD REGISTRATION
E	DECLARATION OF INTEREST (MBD 4)
F	LOCAL CONTENT – MBD 6.2
G	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
H	AFFADAVIT OF GOOD STANDING
I	BANKING DETAILS
J	DECLARATION OF FINANCIAL CAPACITY
K	SCHEDULE OF THE BIDDER'S EXPERIENCE
L	KEY PERSONNEL
M	CURRICULUM VITAE OF KEY PERSONNEL (SITE AGENT / CONTRACT MANAGER)
M1	CURRICULUM VITAE OF KEY PERSONNEL (GENERAL FOREMAN)
M2	CURRICULUM VITAE OF KEY PERSONNEL (SHE OFFICER)
N	SCHEDULE OF PROPOSED SUB-CONTRACTORS (PROOF AS REGISTERED ASBESTOS CONTRACTOR TO BE ATTACHED IN RESPECT OF ASBESTOS WORKS)
O	PROVISIONAL PROGRAMME
P	WORKMAN'S COMPENSATION REGISTRATION
Q	TAX CLEARANCE CERTIFICATE
R	DECLARATION OF PAST SUPPLY CHAIN (MBD8)
S	DECLARATION OF SOLVENCY OR LIQUIDITY
T	CONTRACTOR'S HEALTH & SAFETY DECLARATION
U	PROFORMA FORMS TO BE COMPLETED
U1	PERFORMANCE GUARANTEE

.....
A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (Bidder)

of (address).....

..... was represented by the person(s)
named below at the compulsory clarification meeting held for all Bidders on the date as specified in the Bid
advert & Bid data.

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works
and / or matters incidental to doing the work specified in the Bid documents in order for me / us to take account
of everything necessary when compiling our rates and prices included in the Bid.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:.....

Name: Signature:

Capacity:.....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative,
namely:**

Name: Signature:

Capacity: Date and Time:.....

B: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

ADDNO	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

Signature: Date:
(of person authorised to sign on behalf of the Bidder)

C: CERTIFICATE OF AUTHORITY OF AN ENTITY

[Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.]

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm by resolution of the Board
(copy attached) taken on 20....., that
Mr/Ms, acting in the capacity of
....., was authorised to sign all documents in
connection with this Bid and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....hereby authorise Mr/Ms
acting in the capacity of....., to sign all
documents in connection with the Bid for Contract No
..... and any contract resulting from it on our
behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorise

Mr/Ms.....acting in the capacity of

....., to sign all documents in connection with the Bid for Contract No..... and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize

Mr/Ms..... , authorized signatory of the company,
acting in the capacity of lead partner, to sign all documents
 in connection with the Bid offer for Contract No..... and any contract resulting from
 it on our behalf.

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

D: REGISTRATION CERTIFICATES OF AN ENTITY

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties]

CIDB REGISTRATION:

[Bidder's must also indicate their CIDB registration details in the space provided.]
(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

NHBRC REGISTRATION:

[Bidder's must also indicate their NHBRC registration details in the space provided.]
(Attach proof of registration, or proof that the enterprise is in the process of registration on the NHBRC)

Registered Name	Registration Number

B-BBEE CERTIFICATION:

[The Bidder must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).]

Verification Agency Issuing Certification	B-BBEE Level

REGISTRATION AS A REGISTERED ASBESTOS CONTRACTOR:

[Bidder's must also indicate their registration details as a registered Asbestos Contractor in the space provided if the Asbestos Works are not Sub-Contracted to a registered Asbestos Contractor.]
(Attach proof of registration)

Registered Name	Registration Number

D1: CSD REGISTRATION: (CENTRAL SUPPLIERS DATABASE)

Bidder's must indicate their CSD registration details in the space provided.

[Attach proof of registration, or proof that the enterprise is in the process of registration on the CSD]

Registered Name	Registration Number

E: DECLARATION OF INTEREST (MBD 4)

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

1 No bid will be accepted from persons in the service of the state*.
2 Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, Shareholder²)

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state* **YES/NO**
[Delete whichever is not applicable]

3.8.1 If so, furnish particulars
.....
.....

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
[Delete whichever is not applicable]

3.9.1 If so, furnish particulars
.....
.....

3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who

may be involved with the evaluation and or adjudication of this bid?

YES/NO

[Delete whichever is not applicable]

3.10.1 If so, furnish particulars

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

[Delete whichever is not applicable]

3.11.1 If so, furnish particulars

.....
.....

3.12 Are any of the company's Directors, Managers, Principle Shareholders or Stakeholders in service of the State?

YES/NO

[Delete whichever is not applicable]

3.12.1 If so, furnish particulars

.....
.....

3.13 Are any spouse, child or parent of the company's Directors, Managers, Principle Shareholders or Stakeholders in service of the State?

YES/NO

[Delete whichever is not applicable]

3.13.1 If so, furnish particulars

.....
.....

3.14 Do you or any of the directors, trustees, managers, principles shareholders, or stakeholders of this company have any interest in any other related companies or business or not they are bidding for this contract

YES/NO

[Delete whichever is not applicable]

3.14.1 If so, furnish particulars

.....
.....

Full details of directors / trustees / members / shareholders.

F: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

[Please complete this section and add designated sectors.]

This Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - [x / y] \times 100$$

Where

- X is the imported content in rand
- Y is the bid price in rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - a. This Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and
 - b. The bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. "Bid" includes written price quotations, advertised competitive bids or proposals.
- 2.2. "Bid Price" price offered by the bidder, excluding value added tax (VAT).
- 2.3. "Contract" means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4. "Designated Sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
- 2.5. "Duly Sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "Imported Content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry.
- 2.7. "Local Content" means that portion of the bid price which is not included in the Imported content, provided that local manufacture does take place.
- 2.8. "Stipulated Minimum Threshold" means that portion of local production and content as determined by the Department of Trade and Industry. and
- 2.9. "Sub-Contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below.
 (Refer to Annex A of SATS 1286:2011):

Currency	Rates of Exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? (Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- a. Full name of auditor:
- b. Practice number:
- c. Telephone and cell number:
- d. Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that
 - i. The goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - ii. The declaration templates have been audited and certified to be correct.
- c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS NO.1: _____

DATE: _____

WITNESS NO.2: _____

DATE: _____

(C1) Bid No.
(C2) Bid Description
(C3) Designated Product(s)
(C4) Bid Authority
(C5) Biding Entity Name
(C6) Bid Exchange Rate
(C7) Specified Local Content %

LOCAL CONTENT DECLARATION – SUMMARY SCHEDULE
ANNEX C

Note: VAT to be excluded from all calculations.

Pula EU GBP

Calculation of Local Content								Bid Summary			
Bid Item No.	List of Items	Bid Price – Each (Vat Excl.)	Exempted Imported Value	Bid Value Net of Imported Content	Imported Value	Local Value	Local Content % (Per Item)	Bid Qty	Total Bid Value	Total Exempted Imported Content	Total Imported Content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total Bid Value	R		
									(C21) Total Exempted Imported Content	R	
									(C22) Total Bid Value Net of Exempt Imported Content	R	
									(C23) Total Imported Content	R	
									(C24) Total Local Content	R	
									(C25) Average Local Content % of Bid		

Signature of Bidder from Annex B

Date: _____

IMPORTED CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEX C
ANNEX D

(D1) Bid No.							
(D2) Bid Description							
(D3) Designated Product(s)							
(D4) Bid Authority							
(D5) Bidding Entity Name							
(D6) Bid Exchange Rate	Pula		EU	R		GBP	R

Note: VAT to be excluded from all calculations.

A. Exempted Imported Content				Calculation of Imported Content						Summary	
Bid Item No.	Description of Imported Content	Local Supplier	Overseas Supplier	Foreign Currency Value as per Commercial Invoice	Bid Exchange Rate	Local Value of Imports	Freight Costs to Port of Entry	All Locally Incurred Landing Costs & Duties	Total Landed Cost Excl. VAT	Bid Qty	Exempted Imported Value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total Exempted Imported Value										R	

This Total must Correspond with Annex C – C21

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

A. Imported Directly by the Bidder				Calculation of Imported Content						Summary	
Bid Item No.	Description of Imported Content	Local Supplier	Overseas Supplier	Foreign Currency Value as per Commercial Invoice	Bid Exchange Rate	Local Value of Imports	Freight Costs to Port of Entry	All Locally Incurred Landing Costs & Duties	Total Landed Cost Excl. VAT	Bid Qty	Exempted Imported Value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Exempted Imported Value										R	

B. Imported by a 3 rd Party and Supplied to the Bidder				Calculation of Imported Content						Summary	
Description of Imported Content	Unit of Measure	Local Supplier	Overseas Supplier	Foreign Currency Value as per Commercial Invoice	Bid Rate of Exchange	Local Value of Imports	Freight Costs of Port of Entry	All Locally Incurred Landing Costs & Duties	Total Landed Cost Excl. VAT	Qty Imported	Total Imported Value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported Value by 3 rd Party										R	

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

A. Other Foreign Currency Payments				
Type of Payment	Local Supplier Making the Payment	Overseas Beneficiary	Foreign Currency Value Paid	Bid Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of Payment	
Local Value of Payments	
(D51)	
(D52) Total of Foreign Currency Payments Declared by Bidder and/or 3 rd Party	
(D53) Total of Imported Content & Foreign Currency Payments – (D32), (D45) & (D52) above.	

Signature of Bidder from Annex B

Date: _____

G: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or entity or has committed any improper conduct in relation to such system; and
 - c. Cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO.: [CCT012025]: Asbestos Rain water Goods Removal and Replacement.

In response to the invitation for the bid made by:

THE COLLEGE OF CAPE TOWN TVET COLLEGE

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 consortium³ 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.

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

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

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

.....
POSITION
.....

.....
NAME OF BIDDER

H: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Bidder hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Bidder further certifies that none of its principals have ever been convicted of fraud.

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

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

Signature:

Duly authorized to sign on behalf:

Address:.....

.....

Telephone:.....

Signed and sworn to before me at..... on

this the day of.....by
the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

.....

Note: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

I: BANKING DETAILS

Bidders financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

[Attach proof of bank account to this page example of information required bank letter for confirmation of account or letter of good standing from bank, including letter confirming bank rating]

NAME OF BIDDER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

J. DECLARATION OF FINANCIAL CAPACITY

- 1) The following particulars must be furnished in support of the preceding returnable to test financial capacity.
 - No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of works and within the timeframes stipulated.
 - In order to prove financial capacity, the Bidder must attach the following:
 - a) A letter from the bank with bank stamp confirming that the Bidder has an active bank account.
 - b) Proof of bank account and letter of good standing from the bank with a credit rating.
 - c) If the contractor is unable to demonstrate sufficient credit facility available, the contractor must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial services provider/lender.

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

K: SCHEDULE OF THE BIDDER'S EXPERIENCE

Bidders are to provide references for building type recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Bidder's eligibility to undertake the contract. It is important that the Bidder ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

[Attach proof of Returnable document to this page example of information required, letters of award and completion certificates, client reference letters. Attached additional copies of this page should it be required.]

PROJECT NAME	
EMPLOYER: Contact Person: Telephone number: E-mail Address:	
CONSULTING ENGINEER: Contact Person: Telephone number: E-mail Address:	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person: Telephone number: E-mail Address:	
CONSULTING ENGINEER: Contact Person: Telephone number: E-mail Address:	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person: Telephone number: E-mail Address:	
CONSULTING ENGINEER: Contact Person: Telephone number: E-mail Address:	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person: Telephone number: E-mail Address:	
CONSULTING ENGINEER: Contact Person: Telephone number: E-mail Address:	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person: Telephone number: E-mail Address:	
CONSULTING ENGINEER: Contact Person: Telephone number: E-mail Address:	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

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

[Attach proof of Returnable document to this page]

Category of Employee	NUMBER of Persons		
	Key Personnel, Part of the Contractor's Organisation	Key Personnel to be imported if not available locally	Unskilled Personnel to be recruited from local community
Construction Manager			
Site Foreman			
LIC NQF 5 Supervisors			
Artisans and other Skilled Workers			
Unskilled Workers			

[Insert amount/number of people to be employed under the specific criteria]

.....
SIGNATURE
 (of person authorised to sign on behalf of the Bidder)

.....
DATE

N: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work on this Bid.				
	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	CIDB Grading	Previous Experience working with this Sub-Contractor
1				
2				
3				
4				
5				

NOTE: PROOF OF REGISTRATION AS A REGISTERED ASBESTOS CONTRACTOR TO BE ATTACHED TO THIS BID IF THE ASEBSTOS PORTION OF WORKS ON THE PROJECT IS TO BE DONE BY A SUB-CONTRACTOR LISTED ABOVE.

.....
SIGNATURE
 (of person authorised to sign on behalf of the Bidder)

.....
DATE

O: PROVISIONAL PROGRAMME

The Bidder shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Bid.

The programme must indicate all key activities, time frames and must clearly demonstrate the Bidder's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Bidder's eligibility to execute the contract.

[Attach proof of Returnable document to this page example of information required, including the project methodology plan on execution of the works, attached additional copies of this page if required]

PROGRAMME													
ACTIVITY	WEEKS / MONTHS (Delete which is not applicable)												

.....
SIGNATURE
 (of person authorised to sign on behalf of the Bidder)

.....
DATE

P: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here.]

Q: TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

- 1) The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

“Tax Clearance Certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service (“SARS”) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS.”

- 2) The ST 5.1 form, Application for Tax Clearance Certificate (in respect of Bids), must be completed by the Bidder in every detail and submitted to the Receiver of Revenue where the Bidder is registered for income tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for 6 months from date of issue. This Tax Clearance Certificate must be submitted in the original with the Bid that is before the closing time and date of the Bid.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate / Valid Tax Compliance Status Pin, or certified copy thereof, will invalidate the Bid.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate and Valid Tax Compliance Status Pin obtained from SARS to be attached to this page.]

R.: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1) This Standard Bidding Document must form part of all bids invited.
- 2) It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3) The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) Abused the institution's supply chain management system,
 - b) Committed fraud or any other improper conduct in relation to such system, or
 - c) Wilfully neglected, reneged on or failed to comply with any government, TVET College or other public sector contract during the past five years,
 - d) Been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004), or
 - e) Failed to perform on any previous contract.
- 4) **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1 If so, furnish particulars:			
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1 If so, furnish particulars:			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1 If so, furnish particulars:			
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1 If so, furnish particulars:			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME):
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

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

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

S: DECLARATION OF SOLVENCY OR LIQUIDITY

- 1) This bidding document must form part of all bids invited.
- 2) It serves as a declaration to be used by TVET College and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of supply chain management system.
- 3) The bid of any bidder may be rejected if that bidder, or any of its directors are:
 - a. Under Liquidation.
 - b. Sequestration.
 - c. Insolvency.
- 4) This Clause is applicable even after the bid is awarded.

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

T: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

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

Declaration by Bidder

- 1) I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act".
- 2) I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
- 3) I propose to achieve compliance with the Regulations by one of the followings:

(a)	From my own competent resources.	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved.	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors.	*Yes / No

[delete whatever is not applicable]

- 4) I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the Purchaser's personnel, College of Cape Town TVET College officials and inspectors of the Department of Labour.
- 5) I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
- 6) I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the Act and accept that my Bid will be prejudiced and may as a result be rejected at the discretion of the Purchaser.

.....
SIGNATURE
(of person authorised to sign on behalf of the Bidder)

.....
DATE

U: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER

U1: PRO FORMA PERFORMANCE GUARANTEE

In terms of clause 14.3 of the JBCC Principal Agreement, Edition 6.2, May 2018 allows for provision of a variable performance guarantee from an approved financial institution which the *Employer* has accepted

1. For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted. NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer):

Address:.....

The Performance Guarantee shall be provided with the other returnables as set out in the conditional Letter of Acceptance of the successful Bidder's Bid unless otherwise agreed to by the parties.

Signed:.....

Name:

Capacity:.....

On behalf of (name of Bidder):

Date:

CONFIRMED BY Guarantor's Authorised Representative

Signature(s):

Name (print):.....

Capacity:.....

On behalf of Guarantor (Bank/insurer):

Date:

The Bidder must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance guarantee when asked to do so. The acceptable pro forma wording is as per section below:

Pro-Forma JBCC Variable On Demand Performance Guarantee

To: The College of Cape Town TVET College

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor/Bank reference number to be inserted]

Performance Bond: [Drafting Note: Name of Contractor to be inserted]

Employer: Contract Reference - [●] [Drafting Note: Contract reference number to be inserted]

2. In this Guarantee

2.1. The following words and expressions have the following meanings:

- 2.1.1. “Guarantor” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Guarantor to be inserted] [□] Financial Services Board Registration number [□]NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.
- 2.1.2. “Guarantor’s Address” - means [●]; [Drafting Note: Guarantor’s physical address to be inserted]
- 2.1.3. “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; [Drafting Note: signature date and Contract reference number to be inserted]
- 2.1.4. “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; [Drafting Note: Name and details of Contractor to be inserted]
- 2.1.5. “Employer” - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act,13 of 1979;
- 2.1.6. “Expiry Date” - means the date the of Certificate of Final Completion is issued;
- 2.1.7. “this Guarantee” - means this document;
- 2.1.8. “Guaranteed Sum” – means, subject to clause 5, the sum of [● - figure] ([● - words]) the aggregate Guarantee amount, not exceeding 10.0% of the Contract Sum as at the Contract Date, which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.
- 2.1.9. Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

3. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 4 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

4. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:
 - 4.1. state the amount claimed ("the Demand Amount");
 - 4.2. state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract;
5. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
6. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
 - 6.1. the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
 - 6.1.1. is and shall be absolute and unconditional in all circumstances; and
 - 6.1.2. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
 - 6.2. the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
 - 6.3. should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
7. The Guarantor's obligations in terms of this Guarantee:
 - 7.1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 7.2. shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
8. This Guarantee:
 - 8.1. shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2. is, save as provided for in 6.3 above, personal to the Employer and is neither negotiable nor transferable;
 - 8.3. shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4. shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
 - 8.5. shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
9. The Guarantor chooses the domicilium citandi et executandi for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at..... Date

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: Guarantor Signatory 2:

Name: Name:

Capacity of Guarantor: Capacity of Guarantor:

Signatory 1:..... Signatory 2:

Witness: Witness:.....

(Printed Name of Witness): (Printed name of witness):.....

Guarantor's seal or stamp

CONTRACT

This part of the PROCUREMENT DOCUMENT consists of the following four sections:

- **Part C1: Agreement and Contract Data**

This section details the:

- form of offer and acceptance (yellow pages);
- contract data (yellow pages); and
- performance guarantee (white pages).

-

- **Part C2: Pricing Data**

This section details the:

- pricing instructions (yellow pages); and
- bill of quantities (yellow pages).

-

- **Part C3: Scope of Work**

This section details the:

- scope of work (Blue).

-

- **Part C4: Site Information**

This section details the:

- site information (Green).

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of the **CONTRACT NO.: [CCT012025]: The Removal, Disposal and Replacement of Asbestos Rainwater Goods and related works at the Wynberg Campus and Crawford Campuses**

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

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

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

..... Rand (In words);..... R (in figures)

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

For the Bidder:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organization:

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

Signature and Name of Witness:

.....
Signature

.....
Name
.....

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data, (which include 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 Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. 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 Bidder receives one fully completed original copy of this Document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

.....
Signature
.....
Name
.....
Capacity

Name and Address of Organization:

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

Signature and Name of Witness:

.....
Signature
.....
Name

.....
Date

CONFIRMATION OF RECEIPT

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... (day) of (month), 20 (year), at.....(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2 CONTRACT DATA

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Principal Building Agreement Edition 6.2 - May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

Warning!

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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This page does not form part of the JBCC® Principal Building Agreement, Edition - 6.2 May 2018 Contract Data

REQUEST FOR QUOTATION - BID DOCUMENT

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	THE REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS RAINWATER GOODS AND RELATED WORKS AT THE WYNBERG CAMPUS AND CRAWFORD CAMPUSES .
Reference number	CCT012025
Works description	<p>The scope of works entails the following:</p> <p>The works are to be undertaken at different sites namely the Wynberg Campus and The Crawford Campus.</p> <p>The removal and disposal of asbestos gutters and downpipes and the supply and installation of new seamless aluminium gutters and uPVC downpipes at Wynberg Campus.</p> <p>The removal and disposal of asbestos gutters, downpipes, fascia's, barge boards, slatted eaves and gable cladding the supply and installation of new seamless aluminium gutters, uPVC downpipes, cladded boxed gutters at Crawford Campus.</p> <p>All works are to be executed by an registered / certified asbestos contractor and all works are to be executed in accordance with the prevailing Asbestos Regulation.</p>

A 2.0 Site [1.1]

Erf / stand number	ERF 91551 WYNBERG CAPE TOWN (Wynberg Campus) ERF 37806 ATHLONE CAPE TOWN (Crawford Campus)
Township / Suburb	WYNBERG – CAPE TOWN ATHLONE CAPE TOWN
Site address	College of Cape Town, Wynberg Campus, Broad Road, Wynberg, Cape Town College of Cape Town, Crawford Campus, 174 Kromboom Street, Athlone, Cape Town
Local authority	City of Cape Town

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	College of Cape Town		
Business registration number	Not Applicable		
VAT/GST number	Not Applicable		

REQUEST FOR QUOTATION - BID DOCUMENT

Country	South Africa		
Employer's representative: Name			
E-mail		Telephone number	
Mobile number			
Postal address	P.O Box 1054		
	Cape Town	Postal code	8 000
Physical address	334 Albert Road, Salt River		
	Cape Town	Postal code	8 000

A 4.0 Principal Agent [1.1]

Name	Enyuka Construction Consulting		
Legal entity of above	Pty Ltd	Contact person	Vijay Singh
Practice number	F 1776	Telephone number	021 140 1591
		Mobile number	082 4600064
Country	South Africa	E-mail	vijay.singh@enyukaqs.co.za
Postal address	183 Albion Springs, Cnr Main Road & Albion Springs, Ronde Bosch Cape Town.		
		Postal code	7700
Physical address	183 Albion Springs, Cnr Main Road & Albion Springs, Ronde Bosch Cape Town.		
		Postal code	7700

A 5.0 Agent [1.1; 6.2]

Discipline Quantity Surveyor

Name	Enyuka Construction Consulting		
Legal entity of above	Pty Ltd	Contact person	Vijay Singh
Practice number	F 1776	Telephone number	021 140 1591
		Mobile number	082 4600064
Country	South African	E-mail	vijay.singh@enyukaqs.co.za
Postal address	183 Albion Springs, Cnr Main Road & Albion Springs, Ronde Bosch Cape Town.		
		Postal code	7700
Physical address	183 Albion Springs, Cnr Main Road & Albion Springs, Ronde Bosch Cape Town.		
		Postal code	7700

A.6.0 Agent [1.1; 6.2]

Occupational Health and Safety

Name	Safe Legal Practice		
Legal entity of above	Pty Ltd	Contact person	Mark Winter
Practice number	Pr CHSA/ 045/2016	Telephone number	021 701 0470
		Mobile number	071 603 2213
Country	South Africa	E-mail	markw@safeppractice.co.za
	11 Tazra Park Stuart CL, Sommerset Business Park		

REQUEST FOR QUOTATION - BID DOCUMENT

Postal address		Postal code	7130
Physical address	11 Tazra Park Stuart CL, Sommerset Business Park		
		Postal code	7130

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

REQUEST FOR QUOTATION - BID DOCUMENT

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	The Standard System of Measuring Building Works (Seventh Edition)
---	---

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	South African
--	---------------

B 3.0 Offer and acceptance [3.0]

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

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	One / 1

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Health and Safety Specification	1 to 46

REQUEST FOR QUOTATION - BID DOCUMENT

Yes/no?		If yes, description 1		
Yes/no?		If yes, description 2		

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

REQUEST FOR QUOTATION - BID DOCUMENT

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?	YES		
	New works [10.1.1] (contract sum or amount)	N/A	
or	Works with practical completion in sections [10.2](contract sum or amount)	N/A	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	Contract Sum +15%	By contractor
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/ A	
Total of the above contract works insurance amount		Contract Sum +15%	
Supplementary insurance [10.1.2] SASRIA		By Contractor	
Public liability insurance [10.1.3]		R 5 million	
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]:		Insurances required by prevailing Asbestos Regulation.	
Yes/	Yes		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	Yes
If yes, description	Learning in progress at the campus.		
Restriction of working hours [12.1.2]		Yes/no?	YES
If yes, description	Subject to the Municipal Bye Laws.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description	All existing building features , gardens and service to be preserved		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	No
If yes, description			

REQUEST FOR QUOTATION - BID DOCUMENT

Supply of free issue [12.1.10]	Yes/no?	No
If yes, description		

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

REQUEST FOR QUOTATION - BID DOCUMENT

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?	No	
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?	No	
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1	Works to Wynberg Campus
Section 2	Works to Crawford Campus
Section 3	
Section 4	

REQUEST FOR QUOTATION - BID DOCUMENT

Section 5	
Section 6	

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

REQUEST FOR QUOTATION - BID DOCUMENT

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
				Penalty amount ^{per} calendar day (excl. tax)
	Not Applicable		Not Applicable	Not Applicable

[12.1.7] Possession / Handover of the site	To be Determined
--	------------------

[12.1.7] Possession / Handover of the site will be given within 10 calendar days after the contractor has fulfilled the conditions in clauses (12.2.1- 12.2.7) .

12.2 Documentation required before Commencement of the Works:

[12.2.1. to 12.2.7] The time to submit the documentation required before commencement with Works execution is:	10	Calendar days
--	----	---------------

[12.2.1.] Priced Bill of Quantities	The Contractor shall deliver his Priced Bill of Quantity with the Tender Submission at date of closing of the bid.
-------------------------------------	--

[12.2.2] Health and Safety Plan	The contractor shall deliver his Health and Safety Plan for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
---------------------------------	---

[12.2.3] Guarantee	The contractor shall deliver his Guarantee (Security) for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
--------------------	---

[12.2.4] Insurance	The contractor shall deliver his Insurances for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
--------------------	---

[12.2.5] Programme	The contractor shall deliver his Programme for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
--------------------	--

[12.2.6] Cash Flow by Contractor	The contractor shall deliver his Cash Flow for the Works within 10 calendar days after notice from the Principal Agent prior to the commencement date.
----------------------------------	--

REQUEST FOR QUOTATION - BID DOCUMENT

[12.2.7] Other Requirements by Contractor	The contractor will be responsible to obtain all regulatory and statutory approval, permits , notices and the like for asbestos work.
---	---

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
				Penalty amount per calendar day (excl. tax)
	 	 	 	
	 	 	 	
	 	 	 	
Section 1	 	21 DAYS	3 MONTHS	R 1 000.00
Section 2	 	 	6 MONTHS	R 1 000.00
Section 3	 	NOT APPLICABLE		
Section 4	 			
Section 5	 			
Section 6	 			
Section 7	 			
Section 8	 			
Remainder of the works	 			

19.0/ 20.0 Practical completion / penalty for late completion

[19/20] The Date for Practical Completion is:	As above
---	----------

[24] Penalty currency penalty amount.	R 1 000.00 per calendar day
---------------------------------------	-----------------------------

B 13.0 Defects liability period [21.0]

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

REQUEST FOR QUOTATION - BID DOCUMENT

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REQUEST FOR QUOTATION - BID DOCUMENT

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th of the month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	No – Fixed Price		
If yes, method to calculate	Not Applicable		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	No		
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	Association of Arbitrators (South Africa)
Applicable rules for arbitration [30.7.5]	Association of Arbitrators – Rules for conduct of Arbitration 2021 Edition.		

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	YES	
Availability of construction information [P2.3]	Yes/no?	YES	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	No		
Previous work - defects - details of previous contract(s) [P3.2]	No		
Inspection of adjoining properties - details [P3.3]	No		
Handover of site in stages - specific requirements [P4.1]	No		
Enclosure of the works - specific requirements [P4.2]	In terms of prevailing regulation applicable to works with Asbestos.		
Geotechnical and other investigations - specific requirements [P4.3]	Not Applicable		
Existing premises occupied - details [P4.5]	Yes, TVET College		
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	Yes
Electricity	By contractor	Yes/no?	
	By employer	Yes/no?	

REQUEST FOR QUOTATION - BID DOCUMENT

[P8.2]	By employer – metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?		
	By employer	Yes/no?	Yes	

REQUEST FOR QUOTATION - BID DOCUMENT

Communication facilities - specific requirements [P8.4]	None
Protection of the works - specific requirements [P11.1]	In terms of prevailing regulation applicable to works with Asbestos.
Protection / isolation of existing works and works . occupied in sections - specific requirements [P11.2]	In terms of prevailing regulation applicable to works with Asbestos.
Disturbance - specific requirements [P11.5]	In terms of prevailing regulations applicable to works with Asbestos.
Environmental disturbance - specific requirements [P11.6]	In terms of prevailing regulations applicable to works with Asbestos.

REQUEST FOR QUOTATION - BID DOCUMENT

B 17.0 Changes made to JBCC® documentation

1.1 Definitions

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

Clause 1.0

Pricing of Bills of Quantities

Clause 2.0

All works are to be undertaken in accordance with the prevailing regulations applicable to works with Asbestos.

Clause 11.

The Employer will not provide to the contractor a guarantee for payment.

Clause 10.2

Omit the word "Employer" in line two and replace with Contractor.

Clause 17

Site Instructions

Clause 23

Substitution of materials and goods

Clause 25

The Employer will pay the contractor within thirty calendar days (30) of the payment certificate.

REQUEST FOR QUOTATION - BID DOCUMENT

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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

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

C 3.0 Payment of preliminaries [25.0]

1. Contractor's selection

Select Option A or B

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

2. Payment methods

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

Lump sum contract

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

REQUEST FOR QUOTATION - BID DOCUMENT

C 4.0 Adjustment of preliminaries [26.9.4]

3. Contractor’s selection

Select Option A or B

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

4. 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**

REQUEST FOR QUOTATION - BID DOCUMENT

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

5. Adjustment methods

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

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

6. Failure to provide particulars within the period stated

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

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

REQUEST FOR QUOTATION - BID DOCUMENT

PART C2: PRICING DATA

C.2.1 PRICING INSTRUCTIONS

1. General

The bill of quantities forms part of the contract documents and must be read and priced in conjunction with all the other documents comprising the contract documents, which include the conditions of Bid, conditions of contract, the specifications (including the Project Specification) and the drawings.

2. Description of Items in the Schedule

The bill of quantities has been drawn up generally in accordance with the Particular Specifications and related standardized specifications.

The short descriptions of the items in the bill of quantities are for identification purposes only and the measurement and payment clause of the standardized and particular specifications, read together with the relevant clauses of the project specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. Quantities Reflected in the Schedule

The quantities given in the bill of quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The works as finally completed in accordance with the contract shall be measured and paid for as specified in the bill of quantities and in accordance with the general and special conditions of contract, the specifications and project specifications and the drawings. Unless otherwise stated, items are measured not in accordance with the drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment.

4. Pricing of the Bill of Quantities

The prices and rates to be inserted by the Bidder 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 costs 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 Bid is based.

Each item shall be priced and extended to the "Total" column by the Bidder, 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.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Bidder 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 Bidder shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate

REQUEST FOR QUOTATION - BID DOCUMENT

Only" items have been included where:

- a) An alternative item or material is contemplated,
- b) Variations of specified components in the make-up of a pay item may be expected, and
- c) No work under the item is foreseen at Bid 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 Bidder shall however note that in terms of the Bid data the Bidder may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the bill of quantities shall be in rand and cents and shall include all levies and taxes (other than VAT) VAT will be added in the summary of the bill of quantities.

5. 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 Bidder.

6. 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 Bid evaluation stage, in accordance with the procedure set out in the Bid data.

7. Monthly Payments

The contractor shall cooperate and assist the principal agent in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the contractor has not provided such information, the principal agent shall make a fair estimate of the work executed. The principal agent shall regularly by the due date (CD) issue payment certificated to the contractor with a copy to the employer until and including the issue of the final payment certificate. A payment certificate may be for a nil or negative amount.

8. Units of Measurement

The units of measurement described in the bill of quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the bill of quantities are as follows:

No.	= Number	PC sum	= Prime cost sum
%	= Present	PSum	= Provisional sum
PS/m	= Provisional sum per month	PS/Day	= Cost Sum per working day
LSum	= Lump Sum		

9. Product Names or Similar Approved

Wherever reference has been made to product names, it also includes all similar TVET College approved product names. Should alternative products be included, all relevant information to be supplied for approval by the TVET College.

REQUEST FOR QUOTATION - BID DOCUMENT

C2.2 BILL OF QUANTITIES

SECTION DESCRIPTION.....PAGE

SECTION 1:

SECTION 2:

SUMMARY OF SCHEDULES

PART C.3: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

The Employers objectives with this project is to replace the existing Asbestos rainwater goods at the Wynberg and Crawford campuses with new non asbestos rainwater goods. The sites are situated in Wynberg and Crawford in Cape Town TVET College.

C3.1.2 Overview of the Works

The works are to be undertaken at different sites namely the Wynberg Campus and The Crawford Campus.

The removal and disposal of asbestos gutters and downpipes and the supply and installation of new seamless aluminium gutters and uPVC downpipes at Wynberg Campus.

The removal and disposal of asbestos gutters, downpipes, fascia's, barge boards, and slatted eaves and the supply and installation of new seamless aluminium gutters, uPVC downpipes, cladded boxed gutters at Crawford Campus.

All works are to be executed by an registered / certified asbestos contractor and all works are to be executed in accordance with the prevailing Asbestos Regulation.

C3.1.3 Location of the Works

College of Cape Town, Wynberg Campus, Broad Road, Wynberg, Cape Town

College of Cape Town, Crawford Campus, Kromboom Street, Athlone, Cape Town

C3.1.4 Temporary Works

The following shall form part of the temporary works under this contract, however, shall not be limited to such and might be expanded or changed by the Engineer should circumstances on site valid such decisions:

- Clear site and surround to create an accessible working area as required,
- Provide temporary fencing around the Contractor's campsite and the Engineer's site office,
- Provide site and administrative personnel, including security staff etc. as required or instructed,
- Monitor and report levels as construction progresses; managed all site staff, CLO and local labourers, plant, equipment and materials etc.,
- Managed all required quality control procedures as specified and as instructed by the Engineer,
- Providing temporary scaffolding, mechanical equipment and obtaining other specialized services (as may be required) for the erection of steel structure and elements,
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act and EPWP requirements,
- Attend official site meetings chaired by the Engineer, and managed meetings on site with all personnel and CLO to ensure compliance with the OHS Act and progress on site is according to the construction programme, and
- Ensure project requirements and specifications are met as per the EPWP guidelines and other Employer initiatives to be implemented.

C3.2: SPECIFICATIONS

C3.2.1: STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the SABS/SANS 10400 Standardized Specifications.

Although not bound in nor issued with this document, the following parts of the SANS standardized specifications shall apply:

- SANS 10400 A : Part A: General Principles and Requirements
- SANS 10400 B : Part B: Structural Design
- SANS 10400 C : Part C: Dimensions
- SANS 10400 D : Part D: Public Safety
- SANS 10400 F : Part F: Site Operations
- SANS 10400 K : Part K: Walls
- SANS 10400 L : Part L: Roofs
- SANS 10400 O : Part O: Lighting and Ventilation
- SANS 10400 R : Part R: Stormwater Disposal
- SANS 10400 T : Part T: Fire Protection

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Cape Town.

SANS 10396:2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2.2: PARTICULAR SPECIFICATIONS

INTRODUCTION

Particular specifications are included in IN PART C3.2.2 and are prefixed “P” and numbered alphabetically.

PA : THE APPLICATION OF THE NATIONAL BUILDING REGULATIONS: PART

PART C.4: SITE INFORMATION

The following site information is enclosed herewith:

C4.1: LOCALITY PLAN

PART C.5: APPENDICES

The following Appendices are enclosed herewith:

C5.1: DRAWINGS

The drawings issued to Bids as part of the Bid documents must be regarded as provisional and preliminary for the Bidder's benefit to generally assess the scope of work.

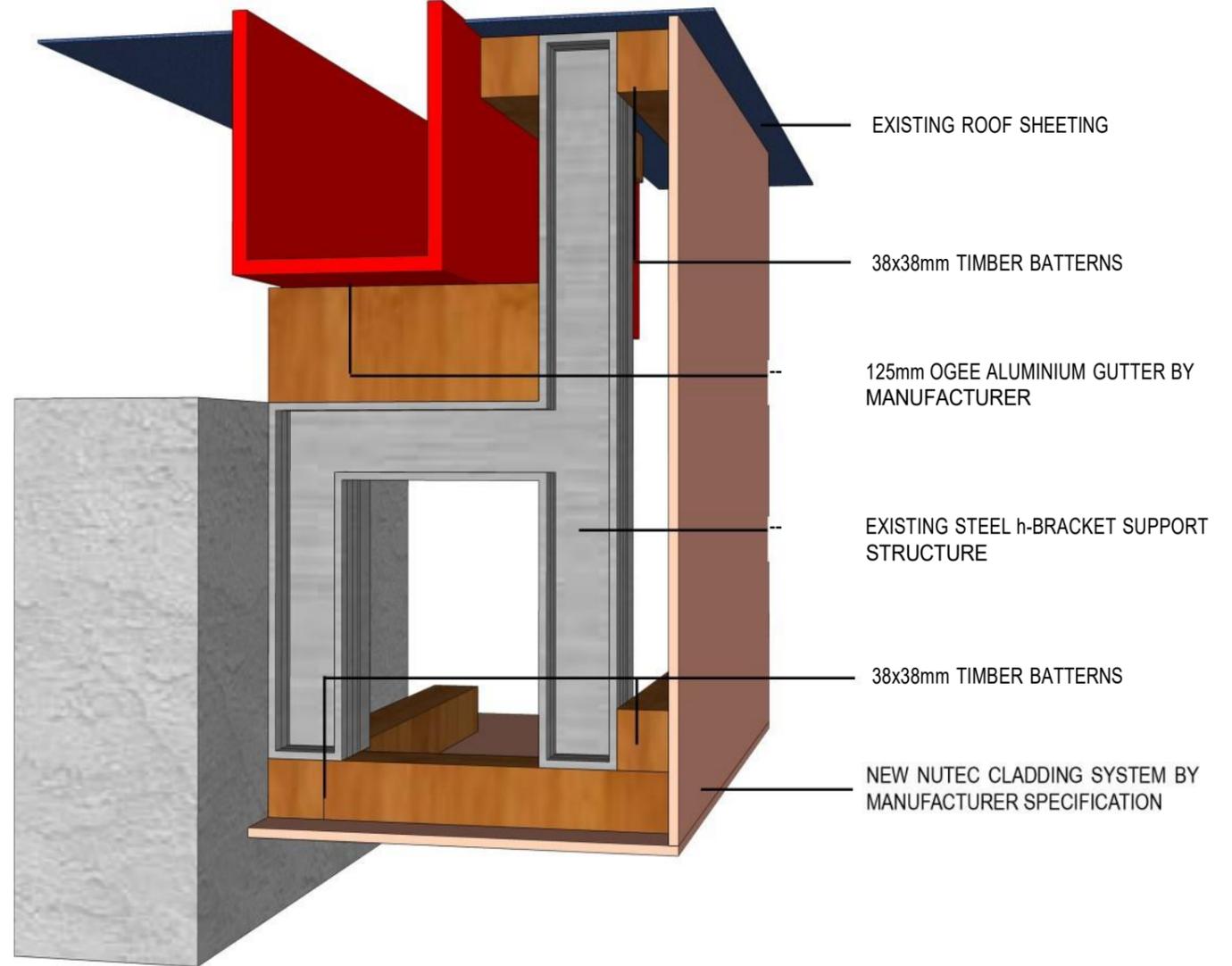
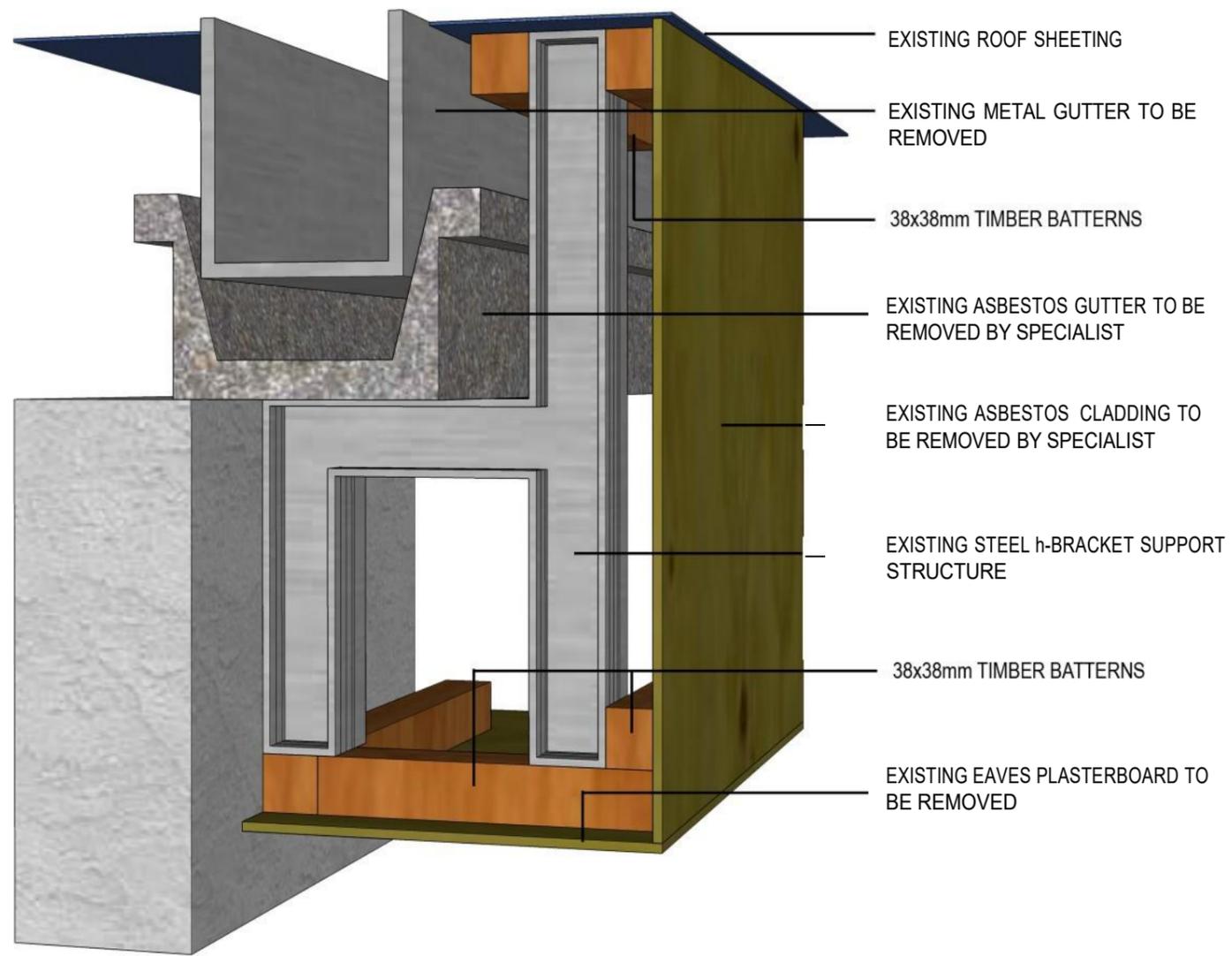
The work shall be carried out in accordance with the latest available revision of the drawings approved for construction AND/OR in strict accordance with supplier specification or industry accepted specifications and laws.

LIST OF DRAWINGS ISSUED FOR BID

Drawing Number

Description

Layouts



NOTE: ALL CONSTRUCTION AND INSTALLATION METHODOLOGY IS TO BE CONFIRMED BY THE CONTRACTOR AS PER THE MANUFACTURER'S SPECIFICATIONS PRIOR TO THE COMMENCEMENT OF WORK. TOTAL LENGTHS AND NUMBERS MUST BE CONFIRMED ON THE SITE BY THE CONTRACTOR.

College of Cape Town – Crawford Campus

Report on the proposed new gutters and downpipes installation.

Document to be read in conjunction with drawings 202/GDP001 and 202/GDP101. Installation is to be as per floor manufacturer's specification and to the architect's and client's final approval.

Replacement of Existing Concealed Gutters

The original construction of the gutters and downpipes use an older construction material as was common practice when it was constructed. This uses asbestos as the material for the gutters and although there have been retrofits done over the years, the material still poses a health hazard.

Jacobs Parker Architects can only promote the removal and replacement of the existing asbestos gutters with the following methodology:

REMOVAL AND REPLACEMENT

New gutter installation

1. Remove existing metal gutter laid above existing asbestos gutter (where applicable).
2. Remove existing asbestos gutter by specialist.
3. Inspect existing gutter structure.
4. Repair and make good all trades to existing fascia boards.
5. Install new 150mm Ø aluminium Ogee gutters and 110mm Ø PVC rainwater downpipes as per manufacturer's specifications.
6. Repair and make good all trades to existing eaves where necessary.

Replacement of Existing Gutters

Over time and without regular maintenance and upkeep the general state of the existing gutters have deteriorated. Similarly, the existing aluminium downpipes have been damaged and bent out of shape due to wear and tear, corrosion and vandalism.

It is therefore necessary to replace the existing PVC gutters and downpipes as a maintenance as well as aesthetic concern.

Jacobs Parker Architects can only promote the replacement of the existing gutters with the following methodology:

REPLACEMENT

New gutter installation

1. Remove existing gutter.
2. Inspect existing gutter structure.
3. Repair and make good all trades to existing fascia boards.
4. Install new 150mm Ø aluminium Ogee gutters and 110mm Ø PVC rainwater downpipes as per manufacturer's specifications.
5. Repair and make good all trades to existing eaves where necessary

All construction and installation methodology is to be confirmed by the contractor as per the manufacturer's specifications prior to the commencement of work. Total lengths and numbers must be confirmed on the site by the contractor.

Eaves, fascia and barge board repair / replacement

1. Identify areas of fascia, barge board or eaves that need replacing.
2. If portions are severely damaged or missing, remove damaged portion of fascia, barge board or eaves respectively.
3. Replace the fascia or barge board with corresponding sizes to the existing and make good all trades.
4. Replace the eaves with 70x22mm timber slats (cut according to the length that is to be replaced) and make good all trades.

Where there is supporting structure for eaves / cladding for concealed gutters:

5. After removing existing aluminium gutter, remove existing asbestos gutter by specialist.
6. Remove asbestos cladding by specialist.
7. Inspect existing steel h-brackets' structure and timber substructure.
8. Contractor, client and Principal Agent to confirm integrity of existing structure.
9. Steel h-brackets to be made good and fixing joints to be made secure.
10. Replace existing 38x38mm timber battern substructure fixed to steel h-brackets where necessary and secure fixing points.
11. Install new Nutec or similar approved cladding panels for fascia / cladding and eaves as per manufacturer's specifications.
12. Make good all trades.

All construction and installation methodology is to be confirmed by the contractor as per the manufacturer's specifications prior to the commencement of work. Total lengths and numbers must be confirmed on the site by the contractor.

College of Cape Town – Wynberg Campus

Report on the proposed new gutters and downpipes installation.

Document to be read in conjunction with drawings 202/GDP002. Installation is to be as per floor manufacturer's specification and to the architect's and client's final approval.

Replacement of Existing Gutters

Over time and without regular maintenance and upkeep the general state of the existing gutters have deteriorated. Similarly, the existing aluminium downpipes have been damaged and bent out of shape due to wear and tear, corrosion and vandalism.

It is therefore necessary to replace the existing PVC gutters and downpipes as a maintenance as well as aesthetic concern.

Jacobs Parker Architects can only promote the replacement of the existing gutters with the following methodology:

REPLACEMENT

New gutter installation

1. Remove existing gutter.
2. Inspect existing gutter structure.
3. Repair and make good all trades to existing fascia boards.
4. Install new 150mm Ø aluminium Ogee gutters and 110mm Ø PVC rainwater downpipes as per manufacturer's specifications.
5. Repair and make good all trades to existing eaves where necessary.

All construction and installation methodology is to be confirmed by the contractor as per the manufacturer's specifications prior to the commencement of work. Total lengths and numbers must be confirmed on the site by the contractor.

Eaves, fascia and barge board repair / replacement

1. Identify areas of fascia, barge board or eaves that need replacing.
2. If portions are severely damaged or missing, remove damaged portion of fascia, barge board or eaves respectively.
3. Replace the fascia or barge board with corresponding sizes to the existing and make good all trades.

All construction and installation methodology is to be confirmed by the contractor as per the manufacturer's specifications prior to the commencement of work. Total lengths and numbers must be confirmed on the site by the contractor.

College of Cape Town

**THE REMOVAL, DISPOSAL AND
REPLACEMENT OF ASBESTOS
RAINWATER GOODS AND RELATED
WORKS**

at

Wynberg and Crawford Campuses

Bills of Quantities

SECTION No. 1

Preliminaries

Item No	Quantity	Rate	Amount
<p><u>SECTION NO.1</u></p>			
<p><u>BILL NO. 1</u></p>			
<p><u>PRELIMINARIES</u></p>			
<p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p>			
<p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described.</p>			
<p>The JBCC Principal Building Agreement Contract Data form an integral part of this agreement.</p>			
<p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p>			
<p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause.</p>			
<p>The 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 agreement such item is marked N/A signifying "not applicable".</p>			
<p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents.</p>			
<p>Carried Forward</p>			
<p>Section No. 1 Bill No. 1 Preliminaries</p>		R	

Brought Forward

R

PREAMBLES FOR TRADES

The General Preambles for Trades 2008 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

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

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

PRICING OF PRELIMINARIES

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

SECTION A: PRINCIPAL BUILDING AGREEMENT

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward

R

Interpretation (A1-A7).

1 Clause 1.0 - Definitions and interpretation.

Pricing of bills of quantities.

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

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

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

Abbreviated descriptions

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

Legal status of contractor

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward

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

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

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

T:.....

Item

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

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

T:.....

Item

3 Clause 3.0 - Offer and acceptance

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

T:.....

Item

4 Clause 4.0 - Cession and assignment

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

T:.....

Item

5 Clause 5.0 - Documents

Value Added Tax

Carried Forward

Section No. 1
Bill No. 1
Preliminaries

R

R

Brought Forward

The **employer** shall NOT provide to the **contractor** a **guarantee for payment** [11.5.1]. The **contractor** shall consequently not waive his lien or right of continuing possession of the **works** [11.10]

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

Execution (A12 - A17)

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

Office accommodation

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation, 25m2 in size, with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18]

Notice board

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

Statutory and other notices

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

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

13 Clause 13.0 - Setting out

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

Carried Forward

Section No. 1
Bill No. 1
Preliminaries

R

Item

Item

Item

R

Brought Forward		R
<p>14 Clause 14.0 - Nominated subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	
<p>15 Clause 15.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	
<p>16 Clause 16.0 - Direct contractors</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1] <p>F:..... V:..... T:.....</p>	Item	
<p>17 Clause 17.0 - Contract instructions</p> <p>Site instructions</p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>	Item	
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries</p>		

Brought Forward			R
<u>Completion (A18 - A24)</u>			
18	Clause 18.0 - Interim completion	N/A	
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	
20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item	
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:.....	Item	
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	
<u>Payment (A25 - A27)</u>			
25	Clause 25.0 - Payment		
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward		R
Prices submitted		
Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate , there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion , it shall be in writing		
	F:..... V:..... T:.....	Item
26	Clause 25.10 - Adjustment to the time frame for payment by the client. The employer shall pay the contractor the amount certified in an issued payment certificate within forty five (45) calendar days of the date for issue of the payment certificate [CD]including default interest and or compensatory interest.	
27	F:..... V:..... T:.....	Item
28	Clause 26.0 - Adjustment of the contract value and final account	
Cost of claims		
All costs incurred by the contractor in the preparation of claims shall be borne by the contractor . This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs		
Claims from subcontractors		
The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]		
	F:..... V:..... T:.....	Item
Carried Forward		R
Section No. 1 Bill No. 1 Preliminaries		

Brought Forward			R
29	<p>Clause 27.0 - Recovery of expense and/or loss</p> <p>F:..... V:..... T:.....</p> <p><u>Suspension and termination (A28 - A29)</u></p>	Item	
30	<p>Clause 28.0 - Suspension by the contractor</p> <p>F:..... V:..... T:.....</p>	Item	
31	<p>Clause 29.0 - Termination</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute resolution (A30)</u></p>	Item	
32	<p>Clause 30.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p>	Item	
33	<p><u>Agreement</u></p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>F:..... V:..... T:.....</p>	Item	
34	<p><u>Contract data</u></p> <p>Tenderer's selections</p> <p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p> <p>F:..... V:..... T:.....</p> <p><u>SECTION B: GENERAL PRELIMINARIES</u></p>	Item	
Carried Forward			R
<p>Section No. 1 Bill No. 1 Preliminaries</p>			

Brought Forward			R
<u>Definitions and interpretation (B1)</u>			
35	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	
36	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	
<u>Documents (B2)</u>			
37	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	
38	Clause 2.2 - Availability of construction information F:..... V:..... T:.....	Item	
39	Clause 2.3 - Ordering of materials and goods F:..... V:..... T:.....	Item	
<u>Previous work and adjoining properties (B3)</u>			
40	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	
41	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	
42	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward			R
<u>The site (B4)</u>			
43	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	
44	Clause 4.2 - Enclosure of the works F:..... V:..... T:.....	Item	
45	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item	
46	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item	
47	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	
48	Clause 4.6 - Services - known F:..... V:..... T:.....	Item	
<u>Management of contract (B5)</u>			
49	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	
50	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	
51	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	
Carried Forward			R
Section No. 1 Bill No. 1 Preliminaries			

Brought Forward

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

52 Clause 6.1 - Samples of materials

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

Item

53 Clause 6.2 - Workmanship samples

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

Item

54 Clause 6.3 - Shop drawings

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

Item

55 Clause 6.4 - Compliance with manufacturer's instructions

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

Item

Deposits and fees (B7)

56 Clause 7.1 - Deposits and fees

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

Item

Temporary services (B8)

57 Clause 8.1 - Water

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

Item

58 Clause 8.2 - Electricity

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

Item

59 Clause 8.3 - Ablution and welfare facilities

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

Item

Carried Forward

Section No. 1
Bill No. 1
Preliminaries

R

R

Brought Forward			R
60	<p>Clause 8.4 - Communication facilities</p> <p>F:..... V:..... T:.....</p> <p><u>Prime cost amounts (B9)</u></p>	Item	
61	<p>Clause 9.1 - Responsibility for prime cost amounts</p> <p><i>Where details of materials for which prime cost amounts are to be allowed <u>are</u> readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc</i></p> <p>F:..... V:..... T:.....</p> <p><u>Attendance on subcontractors (B10)</u></p>	Item	
62	<p>Clause 10.1 - General attendance</p> <p><u>User note</u></p> <p><i>General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement</i></p> <p>F:..... V:..... T:.....</p>	Item	
63	<p>Clause 10.2 - Special attendance</p>		
Carried Forward			R
<p>Section No. 1 Bill No. 1 Preliminaries</p>			

Brought Forward

It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill

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

Item

General (B11)

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

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

Item

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

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

Item

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

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

Item

67 Clause 11.4 - Notice before covering work

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

Item

68 Clause 11.5 - Disturbance

Carried Forward

Section No. 1
Bill No. 1
Preliminaries

R

Brought Forward		R
Disturbance		
<p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever</p> <p>F:..... V:.....T:.....</p>		Item
69	Clause 11.6 - Environmental disturbance	
Controlling all forms of pollution		
<p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works</p>		
70	Clause 11.7 - Works cleaning and clearing	
<p>F:..... V:..... T:.....</p>		Item
71	Clause 11.8 - Vermin	
<p>F:..... V:..... T:.....</p>		Item
72	Clause 11.9 - Overhand work	
<p>F:..... V:..... T:.....</p>		Item
73	Clause 11.10 - Tenant installations	
<p>F:..... V:..... T:.....</p>		Item
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries</p>		

Brought Forward

R

74 Clause 11.11 - Advertising

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

Item

SECTION C: SPECIFIC PRELIMINARIES

75 Warranties for materials and workmanship

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

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

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

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

Item

76 Overtime

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

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

Item

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward		R
77	<p>Cooperation of the contractor for cost management</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget</p> <p>F:..... V:.....T:.....</p>	Item
78	<p>Overloading</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense</p> <p>F:..... V:.....T:.....</p>	Item
79	<p>Propping of floors below</p> <p>The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor</p> <p>F:..... V:.....T:.....</p>	Item
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries</p>		

Brought Forward

R

80 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

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

Item

81 Health and safety

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the **works** and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

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

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

Item

Carried Forward

R

Section No. 1
Bill No. 1
Preliminaries

Brought Forward		R
82	<p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p> <p>F:..... V:.....T:.....</p>	Item
83	<p>Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement</p> <p>F:..... V:.....T:.....</p>	Item
84	<p>Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> <p>F:..... V:.....T:.....</p>	Item
Carried Forward		R
<p>Section No. 1 Bill No. 1 Preliminaries</p>		

Brought Forward

R

85 Media releases

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

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

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

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Final Summary

R

Section No. 1
Bill No. 1
Preliminaries

SECTION No. 2

Wynberg Campus Works

Item No	Quantity	Rate	Amount
<p><u>SECTION NO.2</u></p>			
<p><u>BILL NO. 1</u></p>			
<p><u>ALTERATIONS</u></p>			
<p><u>NOTES:</u></p>			
<p>Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>View site</u></p>			
<p>Before submitting his/her tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p>			
<p><u>Explosives</u></p>			
<p>No explosives whatsoever may be used in demolitions</p>			
<p>Carried Forward</p>			
<p>Section No. 2 Bill No. 1 Alterations</p>			
			R

Brought Forward

R

General

The contractor shall carry out the whole of the work with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide and erect any temporary tarpaulins and temporary plumbing that may be necessary during the progress of the works, all to the satisfaction of the architect, and remove when directed

Any water supply pipes and other piping that may be met with and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the architect

Doors, fanlights, fittings, frames, linings, etc shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery if necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber

Carried Forward

R

Section No. 2
Bill No. 1
Alterations

Brought Forward

Where doors, windows, etc are described as taken out this shall be understood to include for removal of all beads, architraves, ironmongery, etc and doors which are re-fixed are to be provided with new architraves (elsewhere measured)

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, etc, shall be levelled and prepared for raising of brickwork

Allow for making good all existing plastered walls where damaged by furniture, etc, and stopping up all screw and nail holes before painting

Making good of finishes shall be deemed to include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing building on the site and he will be held solely responsible for the accuracy of all such dimensions

All materials must be carefully removed, loaded, transported, off loaded and neatly stacked at the employer's salvage yard. The Contractor must liaise with the salvage yard regarding hours of operation and how materials must be delivered and stacked

The contractor must allow for the removal and cart away of all materials from alterations work.

Asbestos Removal and Disposal

All asbestos removal and disposal thereof is to be done in accordance with the relevant Asbestos Regulations

Carried Forward

Section No. 2
Bill No. 1
Alterations

R

R

Brought Forward			R
<u>REMOVAL OF EXISTING WORK</u>			
<u>Take down, remove and dispose asbestos gutters and downpipes in terms of current asbestos regulation, including brackets etc.</u>			
1	Asbestos gutters from timber fascia boards	m	229
2	Asbestos downpipe	m	180
<u>ASBESTOS CLEARANCE CERTIFICATE AND RECORDS</u>			
3	Provide Asbestos Clearance Certificate in terms of Asbestos Regulations.		Item
4	Provide Asbestos Records as required by Asbestos Regulations.		Item
Carried Forward to Summary of Section No. 2			
Section No. 2			R
Bill No. 1			
Alterations			

Item No		Quantity	Rate	Amount
	<u>BILL NO. 2</u>			
	<u>PLUMBING AND DRAINAGE</u>			
	<u>NOTES:</u>			
	Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.			
	<u>RAINWATER DISPOSAL</u>			
	<u>"Watertite" or similar approved aluminium</u>			
1	150mm Ogee eaves gutters	m	394	
2	Extra over for stopped end	No	10	
3	Extra over for outlet for 110mm pipe	No	16	
	<u>uPVC</u>			
4	110mm Diameter rainwater pipes	m	180	
5	Extra over for eaves or plinth offset	No	16	
6	Extra over for shoe	No	16	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 2			
	Plumbing and Drainage			

Item No	Quantity	Rate	Amount
<p><u>BILL NO. 3</u></p>			
<p><u>PAINTWORK</u></p>			
<p><u>NOTES:</u></p>			
<p>Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>PAINT SPECIFICATIONS</u></p>			
<p>All painting shall be done in accordance with "SABS" specifications unless otherwise described</p>			
<p><u>COLOURS</u></p>			
<p>Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091</p>			
<p><u>PAINT SPECIFICATIONS</u></p>			
<p>All painting shall be done in accordance with "Dulux" or similar approved specifications</p>			
<p><u>PREPARATORY WORK TO EXISTING WORK</u></p>			
<p><u>Previously painted plastered surfaces</u></p>			
<p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p>			
<p><u>Previously painted metal surfaces</u></p>			
<p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
<p>Carried Forward</p>			
<p>Section No. 2 Bill No. 3 Painting</p>			
			R

Brought Forward

R

Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

"Munsell" System

Extra over paintwork to all areas, for paintwork in colours which have a value of 7 or less based on the Munsell system m²

Extra over paintwork to gates, grilles, burglar screens, balustrades, etc, for paintwork in colours which have a value of 7 or less based on the Munsell system (both sides measured over the full flat area) m²

Extra over paintwork to rails, bars, pipes, etc not exceeding 300mm girth, for paintwork in colours which have a value of 7 or less based on the Munsell system
m

Extra over paintwork to skirtings, rails, etc not exceeding 300mm girth for paintwork in colours which have a value of 7 or less based on the Munsell system m

PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK ON

WOOD SURFACES WITH

One coat "Dulux" or similar approved oil wood primer, one coat universal undercoat and two coats "Dulux" or similar approved enamel paint on

1	Fascia and Barge Boards size 33 x 220mm high	m		395
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Carried Forward to Summary of Section No. 2

Section No. 2
Bill No. 3
Painting

R

SECTION SUMMARY - Wynberg Campus

**Bill
No**

- 1 Alterations
- 2 Plumbing and Drainage
- 3 Painting

**Page
No**

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- 26
- 28

Amount

Carried to Final Summary

Section No. 2

R

SECTION No. 3

Crawford Campus Works

Item No	Quantity	Rate	Amount
<p><u>SECTION NO.3</u></p>			
<p><u>BILL NO. 1</u></p>			
<p><u>ALTERATIONS</u></p>			
<p><u>NOTES:</u></p>			
<p>Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>View site</u></p>			
<p>Before submitting his/her tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p>			
<p><u>Explosives</u></p>			
<p>No explosives whatsoever may be used in demolitions</p>			
<p>Carried Forward</p>			
<p>Section No. 3 Bill No. 1 Alterations</p>			
			R

Brought Forward

R

General

The contractor shall carry out the whole of the work with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide and erect any temporary tarpaulins and temporary plumbing that may be necessary during the progress of the works, all to the satisfaction of the architect, and remove when directed

Any water supply pipes and other piping that may be met with and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the architect

Doors, fanlights, fittings, frames, linings, etc shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery if necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber

Carried Forward

R

Section No. 3
Bill No. 1
Alterations

Brought Forward

Where doors, windows, etc are described as taken out this shall be understood to include for removal of all beads, architraves, ironmongery, etc and doors which are re-fixed are to be provided with new architraves (elsewhere measured)

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, etc, shall be levelled and prepared for raising of brickwork

Allow for making good all existing plastered walls where damaged by furniture, etc, and stopping up all screw and nail holes before painting

Making good of finishes shall be deemed to include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing building on the site and he will be held solely responsible for the accuracy of all such dimensions

All materials must be carefully removed, loaded, transported, off loaded and neatly stacked at the employer's salvage yard. The Contractor must liaise with the salvage yard regarding hours of operation and how materials must be delivered and stacked

The contractor must allow for the removal and cart away of all materials from alterations work.

Asbestos Removal and Disposal

All asbestos removal and disposal thereof is to be done in accordance with the relevant Asbestos Regulations.

Carried Forward

Section No. 3
Bill No. 1
Alterations

R

R

Brought Forward			R
<u>REMOVAL OF EXISTING WORK</u>			
<u>Take down, remove and dispose timber fascia, barge boards and eaves in terms of current asbestos regulation, and prepare surfaces to fix new fascias, barge boards, eaves, etc</u>			
1	Timber fascia and barge boards	m	251
2	Timber slatted eaves consisting of 70 x 22mm Timber slats	m2	212
<u>Take down, remove and dispose asbestos cladded box gutters in terms of current asbestos regulation, and prepare surfaces to fix new box gutters, etc</u>			
3	Asbestos cladded box gutters from steel framing, including existing steel square section gutter	m	488
<u>Take down, remove and dispose asbestos gutters and downpipes in terms of current asbestos regulation, including brackets etc.</u>			
4	Asbestos gutters from timber fascia boards	m	2,258
5	Asbestos downpipe	m	867
<u>ASBESTOS CLEARANCE CERTIFICATE AND RECORDS</u>			
6	Provide Asbestos Clearance Certificate in terms of Asbestos Regulations.		Item
7	Provide Asbestos Records as required by Asbestos Regulations.		Item
<u>MAKING GOOD OF FINISHES, ETC ALL TO MATCH EXISTING IN EVERY RESPECT</u>			
<u>Make good timber slatted eaves</u>			
8	Sand down and refix loose existing timber slatted eaves consisting of 70 x 22mm timber slats	m2	2,129
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 1			
Alterations			

Item No	<u>BILL NO. 2</u>	Quantity	Rate	Amount
	<u>CARPENTRY AND JOINERY</u>			
	<u>NOTES:</u>			
	Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Joinery</u>			
	Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc			
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes			
	<u>Fixing</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete			
	<u>Decorative laminate finish</u>			
	Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish			
	<u>EAVES, VERGES, ETC</u>			
	<u>SA Pine</u>			
1	33 x 220mm SA Pine Fascias and Barge boards, drilled for and fixed with hot-dip galvanised drive screws and washers	m	251	
2	Timber slatted eaves consisting of 70 x 22mm Timber slats, nailed to existing timber eaves structure	m2	212	
	Carried Forward			R
	Section No. 3 Bill No. 2 Carpentry and Joinery			

Brought Forward				
3	<p><u>"Everite" medium density plain nutec-cement</u></p> <p>Gable cladding coverings of 4mm sheets, nailed to and including 38 x 38mm timber framing and 50mm Cover strips at joints.</p>	m2	40	R
Carried Forward to Summary of Section No. 3				
<p>Section No. 3 Bill No. 2 Carpentry and Joinery</p>				R

Item No		Quantity	Rate	Amount
	<u>BILL NO. 3</u>			
	<u>PLUMBING AND DRAINAGE</u>			
	<u>NOTES:</u>			
	Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.			
	<u>RAINWATER DISPOSAL</u>			
	<u>"Watertite" or similar approved aluminium</u>			
1	150mm Ogee eaves gutters	m	2,125	
2	Extra over for stopped end	No	70	
3	Extra over for outlet for 110mm pipe	No	152	
	<u>uPVC</u>			
4	110mm Diameter rainwater pipes	m	789	
5	Extra over for eaves or plinth offset	No	152	
6	Extra over for shoe	No	152	
7	Spreader for 110mm pipe	No	22	
	<u>Specialist Box Gutter</u>			
8	Cladded box gutter consisting of 125mm Ogee aluminium eaves gutter, 38x38mm timber batten framing and Nutec cladding system fixed to existing steel bracket support structure, as per Architect's Cladding Detail Drawing No. 202/GDP101 Rev.1	m	488	
	Carried Forward to Summary of Section No. 3			
	Section No. 3 Bill No. 3 Plumbing and Drainage			R

Item No	Quantity	Rate	Amount
<p><u>BILL NO. 4</u></p>			
<p><u>PAINTWORK</u></p>			
<p><u>NOTES:</u></p>			
<p>Attention is directed to the relevant sections of the Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors, which form part of this Bill of Quantities and must be read in conjunction therewith.</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>PAINT SPECIFICATIONS</u></p>			
<p>All painting shall be done in accordance with "SABS" specifications unless otherwise described</p>			
<p><u>COLOURS</u></p>			
<p>Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091</p>			
<p><u>PAINT SPECIFICATIONS</u></p>			
<p>All painting shall be done in accordance with "Dulux" or similar approved specifications</p>			
<p><u>PREPARATORY WORK TO EXISTING WORK</u></p>			
<p><u>Previously painted plastered surfaces</u></p>			
<p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p>			
<p><u>Previously painted metal surfaces</u></p>			
<p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p>			
<p>Carried Forward</p>			
<p>Section No. 3 Bill No. 4 Painting</p>			
		R	

Brought Forward

R

Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

"Munsell" System

Extra over paintwork to all areas, for paintwork in colours which have a value of 7 or less based on the Munsell system m²

Extra over paintwork to gates, grilles, burglar screens, balustrades, etc, for paintwork in colours which have a value of 7 or less based on the Munsell system (both sides measured over the full flat area) m²

Extra over paintwork to rails, bars, pipes, etc not exceeding 300mm girth, for paintwork in colours which have a value of 7 or less based on the Munsell system m

Extra over paintwork to skirtings, rails, etc not exceeding 300mm girth for paintwork in colours which have a value of 7 or less based on the Munsell system m

PAINTWORK ETC TO NEW WORK

WOOD SURFACES WITH

One coat "Dulux" or similar approved oil wood primer, one coat universal undercoat and two coats "Dulux" or similar approved enamel paint on

1	Fascia and Barge Boards size 33 x 220mm high	m	251
2	Timber slatted eaves consisting of 70 x 22mm timber slats	m ²	212

Carried Forward

R

Section No. 3
Bill No. 4
Painting

Brought Forward			R
<u>FIBRE-CEMENT SURFACES WITH</u>			
<u>One coat "Dulux" or similar approved primer one coat universal undercoat and two coats "Dulux" or similar approved enamel paint on:</u>			
3	Gable Cladding	m2	40
4	Box gutter cladding	m2	488
<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK ON</u>			
<u>WOOD SURFACES WITH</u>			
<u>One coat "Dulux" or similar approved oil wood primer, one coat universal undercoat and two coats "Dulux" or similar approved enamel paint on</u>			
5	Fascia and Barge Boards size 33 x 220mm high	m	2,125
6	Timber slatted eaves consisting of 70 x 22mm timber slats	m2	2,129
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 4			
Painting			

SECTION SUMMARY - Crawford Campus

Bill No		Page No	Amount
1	Alterations	33	
2	Carpentry and Joinery	35	
3	Plumbing and Drainage	36	
4	Painting	39	
Carried to Final Summary			R
Section No. 3			

Final Summary

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	21	
2	Wynberg Campus	29	
3	Crawford Campus	40	
	Sub-Total		R
	<u>CONTINGENCY</u>		
	Allow the Contingency Amount of R192,913.32 (One Hundred and Ninety Two Thousand Nine Hundred and Thirteen and Thirty Two), to be used at the absolute discretion of the Principal Agent and this amount shall be deducted in whole or in part from the contract value if not required, without any compensation for loss or profit on the amount.	Item	
	Sub Total		R
	Value Added Tax (15%)		R
	Carried to Form of Tender		R



Project Health and Safety Specification

In terms of Construction Regulations 2014

Project Client

COLLEGE OF CAPE TOWN

Description of Project Works

**THE REMOVAL DISPOSAL AND REPLACEMENT OF
ASBESTOS RAINWATER GOODS AND RELATED
WORKS AT THE WYNBERG AND CRAWFORD
CAMPUSES OF THE COLLEGE OF CAPE TOWN**

Project Location

**COLLEGE OF CAPE TOWN, WYNBERG CAMPUS,
BROAD ROAD, WYNBERG
COLLEGE OF CAPE TOWN, CRAWFORD
CAMPUS, KROMBOOM ROAD, CRAWFORD**

Preparation Date

JULY 2023

Project Health and Safety Specification developed by:

Mark Winter PrCHSA, (SACPCMP)
Safe Working Practice (Cape Town) Pty Ltd
Cell: 071 603 2213
Tel: 021 701 0470
Email: markw@safeppractice.co.za



PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

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

"construction work" means any work in connection with -



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

"Contractor" means an Employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, Principal Contractor, or a Contractor to carry out construction work.

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the Employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a Contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);



"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"Principal Contractor" means an Employer appointed by the Client to perform construction work;

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

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"structure" means-

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

"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

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

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

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

- | |
|---|
| <ul style="list-style-type: none">• Tender documents• Drawings |
|---|



IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as Employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by Contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the Contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, Contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the Contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit appellation presented to Department of Labour for approval.



The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Client" will apply to their appointed "Safety Agent", where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential Principal Contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the Principal Contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all Contractors appointed by the Client to enable each of those Contractors to comply with the regulations



- Ensure, before work commences, that every Principal Contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each Principal Contractor in writing for the project, or part thereof
- Discuss and negotiate with the Principal Contractor the contents of the Principal Contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the Principal Contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the Principal Contractor within 7 days after the audit
- Stop any Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the Principal Contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the Principal Contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the Principal Contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one Principal Contractor is appointed, the Client must take reasonable steps to ensure co-operation between all Principal Contractors and Contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the Contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the Contractor, and in the event of any uncertainty consult the Contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.



1.5 PROJECT DIRECTORY		
Project Client	College of Cape Town	Tel: 012 696 5133 Cell: 082 446 1949
Contact Person	Deon van Rooyen	e-mail: dvanrooyen@cct.edu.za
Principal Agent	Enyuka Construction Consultants	Tel: 021 140 1591 Cell: 082 4600064
Contact Person	Vijay Singh	e-mail: Vijay.singh@enyukaqs.co.za
Construction Safety Agent	Safe Working Practice	Tel: 021 701 0470 Cell: 071 603 2213
Contact Person	Mark Winter	e-mail: markw@safeppractice.co.za

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work WESTERN CAPE – Fezeka Ngalo	Tel: 021 441 8158 e-mail: fezeka.ngalo@labour.gov.za Cell: 083 365 0681
Telecommunications, Water, Gas and Electricity Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Principle Agent.	

1.6 PROJECT DETAILS
Description of Works The removal Disposal and replacement of Asbestos Rainwater Goods and Related Works at the Wynberg campus of the College of Cape Town, including: <ul style="list-style-type: none"> • Site set up. • The removal and disposal of Asbestos Gutters and Downpipes • Supply and installation of new seamless aluminium gutters and Upvc downpipes and related works. • Site clean up. <p>This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.</p>
Anticipated Construction Duration 3 months (Wynberg Campus) and 6 months (Crawford Campus)
Provisional Start Date October 2023 for both Campuses



<p>Provisional Completion Date December 2023 (Wynberg Campus) and March 2024 (Crawford Campus)</p>
<p>Construction Work Permit Required for the Project? No.</p>
<p>1.7 EXISTING ENVIRONMENT</p>
<p>Hazards particular to this project by virtue of location:</p> <ul style="list-style-type: none">• The site is at an existing building on the College of Cape Town campus situated in Wynberg and Crawford surrounded by residential housing.• Members of public (staff, visitors and students) and road traffic present in the area and outside of the site boundary.• Asbestos products present in the rainwater goods and structures on site.• No existing fall protection measures provided on the roof.• Windy conditions are to be expected, this will have an effect on the safety of working on roof.
<p>Overhead, Above Ground and Underground Services crossing the site:</p> <p>Overhead: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services.</p> <p>Underground: not thought to be applicable to the project.</p> <p>Ground level: Contractor to assess and take precautions to protect against damage to, or injury from, any existing services.</p> <p>Service Drawings available: No.</p> <p>Wayleaves required: No.</p> <p>Permits required: No</p> <p>Isolations required: Contractor to liaise with project management</p>
<p>Existing structures on site and surrounding land use (with a significant impact on Health & Safety):</p> <ul style="list-style-type: none">• The site is at an existing building on the College of Cape Town campus situated in Wynberg and surrounded by residential housing.
<p>Existing ground conditions and ground survey report:</p> <ul style="list-style-type: none">• Not thought to be applicable.
<p>Existing Traffic Systems</p> <p>Condition: Existing surfaced roads.</p> <p>Restrictions to access: None known as such but Kildare Street is narrow and Broad Street is busy at peak times.</p> <p>Speed restrictions: Speed limit will be max 20kph on site.</p>



1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Client, Designer and Safety Agent:

Use of delivery or support trucks used for the delivery and removal of material and equipment on open roadways – plant must be effectively separated from members of public and unauthorised personnel. Flag persons / Banksman wearing high visibility clothing to be in place as required. Exclusion zone to be in operation when the support vehicles are in use next to the roadways.

Members of the public and road traffic – the building will not be operational and occupied by students during the works, members of public and road traffic are present at interface with site. The health and safety of members of public and road users must be a priority at all times and all necessary steps must be taken to prevent unauthorised entry to site and to protect members of the public from any dangers associated with the construction works being undertaken. Existing roads will remain open during works.

Lifting/lowering operations (Roof sheeting and other product removal and replacement in particular) – including working with mobile elevated working platforms (eg: cherry pickers) – all operators must provide copies of their up to date competency and medical certificates and driver's license. Loads must be slung or secured by person with appropriate training and competence. Daily plant inspection registers to be completed and records kept in the safety file. Valid load test certificates and record of inspections by competent personnel must be available and maintained throughout the project. Rotating amber lights and reverse alarms to be active when operating all plant on site. Plant must be effectively separated from members of public and unauthorised personnel. Use trained flag persons as applicable. Exclusion zone under lifting/lowering operations to be enforced particularly where there is a risk of any Asbestos roof sheeting or other products panels falling to ground from roof or from position of lifting operations, as applicable. Particular attention must be paid to lifting operations in windy conditions.

Working at height (max 5.2m) and use of access equipment - all access equipment to be built and maintained in a safe condition by competent and trained personnel. Any scaffold structures must be built as per the SANS Regulations. A Fall Protection Plan and Rescue Plan will be required for approval prior to commencement of any activities at height. All workers must have Fall Protection Plan training in the form of a toolbox talk with a signed register of attendance. Workers working at height must have appropriate and sufficient safety equipment. Safety harnesses with securely attached lanyards must be worn in areas where safety while working at height cannot be assured by other means. Edge protection in the form of guard rails and toe boards must be in place to prevent materials and people from falling. Note that the building does not have existing fall protection measures on the roofs, contractor will have to provide. Note that exclusion zones under the works at ground level will be required when working overhead vehicle or pedestrian trafficked areas. Note that wind will make working at heights more risky.

Presence of Asbestos - The contractor to comply with the requirements and duties as per the requirements of the Asbestos Abatement Regulations of 2020.

Noise and Dust control: Measures to be put in place by the appointed Contractor to minimize the dust and noise on site. Contractor must take sufficient steps to reduce the production of noise and dust.

Hot works – All hot works will require a method statement. A permit to use equipment is required after it has been inspected and found to be in good condition and task specific documents are in place. All hot works will require a fire extinguisher at hand.



Other construction hazards that the Contractor can reasonably expect are as follows:

Cutting Off Disc
Electric Tools and Electrical Installations
Flammable Liquids / Gas
Hand tools
Manual Handling of General Items
Plant/Vehicle and Equipment Operation
Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)

Construction Phase Method Statements

- Asbestos Plan of Work
- Traffic management
- Other operations requiring method statements will be advised during the project.

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: not thought to be relevant

Permit to Enter Excavations: not thought to be relevant

Road Works Permit: not thought to be relevant

Permit to Work with Electricity: not thought to be relevant

Confined Space Permit: not thought to be relevant

Hot Works Permit: If applicable, Principal Contractor is to formally manage all hot works.

Permit to Work under Power Lines: not thought to be relevant.

Blasting: not thought to be relevant

Client issued permit for work in restricted areas: not thought to be relevant

Temporary Works: not thought to be relevant (aside from scaffolding if used).

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.

The requirement for this site is that a part time Safety Officer be appointed by the Contractor. Part time Safety Officer must visit site at least monthly.



- **Shelter:** } Contractor to provide as per Regulations
}

Contractor must ensure that the toilets are cleaned correctly and suitable for easy and hygienic use.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing – There are no excavation works expected for site.

General Fencing of Site: Areas where asbestos is being removed must be fenced off by the contractor at ground level so as to form exclusion areas to prevent unauthorised personnel from entering into works areas. Site has perimeter fencing in place and access control.

Warning Notices: Construction warning signage must be prominently displayed to avoid unauthorised access to site and to warn of dangers associated with construction works.

Look Outs: TBA

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes.

Safety Harnesses: Yes, as per risk assessment.

Hard Hats: Yes.

Reflective Vests: Yes.

Goggles / gloves / ear defenders / respiratory protection: Yes, as per risk assessment.

Safety Footwear: Yes.

Specialist Equipment (e.g. for confined Spaces): Yes, for working with asbestos.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Fuels (Petrol & Diesel) – Oils – Solvents

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:
Client's building will be occupied during the works.

The following Client safety rules and/or requirements are to be observed:

All workers are to receive induction prior to commencement of work on site.
Other safety rules and requirements to be advised at site handover.
Please also refer to tender document.



Restrictions on times, access or other restrictions by Client

Please refer to tender document.
Other restrictions may be advised at induction.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project.

All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all Contractors as well as their close out reports
- List of all Contractors who worked on site
- Letters of safety plan approval of Contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.



2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other Contractor, in order to ensure compliance with the provisions of the Act –
 - provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each Contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
 - stop any Contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely;
- discuss and negotiate with the Contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the Principal Contractor and Contractor's health and safety plan is available on request to an employee, an inspector, a Contractor, the Client, or the Client's Safety Agent;



- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A Contractor must prior to performing any construction work-

- provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the Principal Contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor;
- before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the Principal Contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a Contractor appoints another Contractor to perform construction work, the duties that apply to the Principal Contractor will apply to the Contractor as if he or she were the Principal Contractor.

A Principal Contractor must take reasonable steps to ensure co-operation between all Contractors appointed by the Principal Contractor to enable each of those Contractors to comply with these Regulations.

No Contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A Contractor must ensure that all visitors to a construction site undergo health and safety induction training pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A Contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.



A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A Principal Contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No Contractors may be left unsupervised on site by the Principal Contractor.

A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A Contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No Contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the Contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the Employer to appoint the number of employees indicated by the inspector.



No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the Contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

Not thought to be applicable to this project.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.



2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any Contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.



In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the Contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The Contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified



people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The Contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.



2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all Contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.



2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the Contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A Contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;



- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A Contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are to be fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A Contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.



2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A Contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the Contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments

Not thought to be applicable to this project.

2.30 Fire precautions on Construction Sites

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;



- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A Contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Every Employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A Contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A Contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;



Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

Not thought to be applicable to this project, but refer to section on scaffolding below.

2.34 Excavation

Not thought to be applicable to this project.

2.35 Demolition Work

Not thought to be applicable to this project.

2.36 Tunnelling

Not thought to be applicable to this project.

2.37 Scaffolding

A Contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work as per the SANS 10085 of 2004.

A Contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and SANS 10085. Scaffold must be;

- Level and balanced upon the correct footing such as base jacks, U-Jacks, and mobile wheels
- Have the correct Ledgers and bracing methods to secure the frames and Standards
- To be fully boarded with the correct edge protection on both the 0.500m and 1 metre height per working platforms.
- Working platforms to be in accordance with the Tables 4 and 5 of the SANS 10085 for weight restrictions
- Have the correct access that is fitted within the scaffold and grants access to the working platforms and must be fitted with a trap door system.
- Secured with fastening methods such Reveal and fixed ties according to table 7 of SANS 10085. Buttresses to be used when required.
- signage must be displayed to indicate if the scaffold is safe or unsafe to use.
- Trestles to be built in accordance to section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.

2.38 Bulk mixing plant

Not thought to be applicable to this project.

2.39 Rope Access Work

Not thought to be applicable to this project.



2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the Contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not thought to be applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.



The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Abatement Regulations, 2020. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

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

"type 1 asbestos work" means:

(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

(b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means:

(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

(b) the removal of asbestos cement products or asbestos insulating board; and requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means:

(a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and requires registration as a type 3 registered asbestos contractor with the chief inspector;

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the contractor must, as per AAR 2020, include the following in the health and safety plan/file and must be implemented on site:

- An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.
- If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.
- Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.
- The Chief Director: Provincial Operations must be notified as per the Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.
- The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.
- Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.
- Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.
- Appoint an asbestos removal supervisor for each asbestos work site.
- Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.
- Ensure that the employee medical and training records are available on site for inspection and validation.
- Keep employee information for a minimum period of 50 years.
- For type 2 and type 3 asbestos work, ensure that air monitoring is in place.
- All asbestos contractor employees must be put under medical surveillance.



- Close off all asbestos containing or affected areas.
- The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.
- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials



- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not thought to be applicable to this project.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.



2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The Contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not thought to be applicable to this project.

2.57 Material Hoists

This is thought to be applicable to the project in conjunction with the use of scaffolding to lift and lower materials to the work areas. Exclusion zones below each lift will be required to be enforced by the contractor.

2.58 Explosive Actuated Fastening Device

Not thought to be applicable to this project.

2.59 Confined Spaces

Not thought to be applicable to this project.

2.60 Alcohol and drugs (GSR 2)

1. A Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An Employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.



- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance to GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / life lines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No Employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.62 Traffic Accommodation

Minor traffic accommodation may be required for offloading/loading operations affecting members of the public and/or car parking.

2.63 Ventilation and Lighting in the Work Place

Every Employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the Employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every Employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The Contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and



- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The Contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The Contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.64 Nuclear Density Gauge (Troxler)

Not thought to be applicable to this project.

2.65 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any Employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An Employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.



An Employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
 - an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An Employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the Employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An Employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.



Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.



OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The Contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the Employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSa	Report on Health and Safety Specification and OHSa compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits and Notifications	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSa / Construction Regulations and other applicable Regulations.

Key:

OHSa – Occupational Health and Safety Act, 1993



ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Principle Agent/Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.



No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal Contractor must state what health and safety procedures they will use to assess the competence and resources of their Contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and control measures.



No	Item	Notes
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.
32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.



ANNEXURE B – LEGAL APPOINTMENTS

The Contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))



ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asbestos Product Removal	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	<ul style="list-style-type: none"> • Notice to be erected informing personnel of fragile roofs, as applicable • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable • Roof sheets to be sprayed with water to prevent fibre release, where feasible • Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Abatement Regulations, 2020.
2.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> • Use competent personnel. • Hot works control- fire extinguisher, fire watchman. (Permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position. • Clear working area • Correct grade of blade must be used. • Good ventilation to be provided (forced if necessary). • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable
3.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> • Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person
4.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices



	HAZARD	RISK	MINIMUM CONTROL MEASURES
5.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition. Have a working fire extinguisher at hand at all times. No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
6.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
7.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) Know what First Aid measures are Have welfare facilities available for washing of hands, etc.
8.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin, and hearing protection Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
9.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc.) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung. Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. Only trained banksmen to be used. The crane driver and the banksman are to ensure that the signals given are clearly understood.
10.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. Ensure good housekeeping against tripping/fall hazards. Operative to get assistance if load too heavy- team lift if necessary. Utilise mechanical lifting and carrying aids where possible. Personnel to ensure access equipment, ladders will take weight of operative and load being carried. Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.



	HAZARD	RISK	MINIMUM CONTROL MEASURES
11.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> • Barriers and signage to be in place • Workers must warn away any members of public from the works • Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public • Traffic turning into site – traffic management and signage as required. • Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible • Refer to plant risk assessment for details on plant safety precautions • NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND RESIDENTS MUST BE AGREED.
12.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> • Wear respiratory and hearing protection • Dampen down and minimise dust where possible.
13.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> • Implement traffic protection measures • Trained and competent operators must be used • Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. • Medical certificates of fitness required for construction plant. • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. • Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.
14.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> • Ensure • scaffold is designed to take the imposed loads • scaffolding is constructed properly • scaffold is not overloaded • scaffolders are fully trained • scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis • scaffolders must adhere to the safe systems of work. • all fall arrest equipment to be checked and certified in good working order • that ALL understand the safe system of work
15.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°



**ANNEXURE D – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER**

Date of Original Safety Specification Compilation	Compiled By	Issue Date
July 2023.	Mark Winter	27 th July 2023.

Revision Summary	Revised By	Revision Date

Acknowledgement:

I, _____ representing
 _____ (Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and Contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:

