



INDEPENDENT DEVELOPMENT TRUST

VOLUME 1

TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND
CONTRACT DATA, SCOPE OF WORK AND SITE INFORMATION

COMPLETION OF STUDENTS RESIDENCES FOR THE DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM,
NORTH WEST PROVINCE

BID NO: DOT01NWER004R

CLOSING DATE AND TIME : 28th September 2021 @ 12H00

Independent Development Trust

SCM / Technical Enquiries

E-mail:NWTenders@idt.org.za

Bidder:

CIDB Registration Number:6GB GENERAL BUILDING OR HIGHER

CSD Registration Number:

COIDA / FEMA Certificate Number:

Contact Person:

Contact Details:

Tender Amount:

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T1.1 BID NOTICE AND INVITATION TO BID

INDEPENDENT DEVELOPMENT TRUST

COMPLETION OF STUDENTS RESIDENCES AT TAUNG HOTEL SCHOOL AT THE DR RUTH SEGOMOTSI MOMPATI DISTRICT MUNICIPALITY FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM, NORTH WEST PROVINCE

T1.1 Bid Notice and Invitation to Bid

On behalf of the DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM, the Independent Development Trust, invites bidders for the COMPLETION OF STUDENTS RESIDENCES AT TAUNG HOTEL SCHOOL AT THE DR. RUTH SEGOMOTSI MOMPATI DISTRICT MUNICIPALITY FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM, NORTH WEST PROVINCE

Mandatory Requirements

Only bidders, who meet the following requirements will be eligible for further evaluation;

- Proof of CIDB registration number – Grade **6GB** or higher
- Valid COIDA or FEMA certificate number
- Attendance of Compulsory Site Briefing

Mandatory Returnable Documents

- Completion of SBD 1, 4, 6.1, 6.2, 8 and 9 **in full**
- Completion of form of offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Acknowledgement of Addenda with Financial implications (where applicable)

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
 - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
 - (iii) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
 - (iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

The IDT will assess all bids received based on its procurement policy in the event that information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.

Returnable documents required at Bid Award -

- Proof of Central Supplier Database (CSD) registration – CSD Number
- Tax Compliance Letter with a unique pin

Only bidders who are competent in the advertised work and who have achieved the minimum functionality threshold will be evaluated on a **80/20** (Price / B-BBEE) points based on the Preferential Procurement Regulations of 2017, where functionality will be evaluated as follows:

STAGE 1:

Evaluation Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
Signed and stamped client references on the same projects listed above (either Client or Client Representative).	20 points
Qualifications, Skills and Experience of project key resources	35 points
Locality	10 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Similar Nature of work for evaluation (No points will be allocated for similar nature and value of works for Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects and all Electrical & Mechanical Engineering projects)

Example of Similar Nature of Work : Construction and Renovation of Hospitals, Clinics, Schools, Libraries, Hotels, Malls, Shopping Complex, Courts, Office blocks, Town Houses

STAGE 2:

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for B-BBEE Status. **In order to claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by a SANAS accredited agency or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points).**

Only bidders who obtain 70 points or higher on the functionality threshold will be evaluated further.

Bidders bidding as Joint Ventures are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.

Sworn Affidavits are for EME's (Turnover of R10 million or less) must be originals. No copies of affidavits will be accepted for claiming B-BBEE points:

B-BBEE points are allocated as follows for the 80/20 points system:

B-BBEE Status Level of Contributor	Points Allocation	
	Tenders up to and including R50 million	Tenders exceeding R50 million
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-Contributor	0	0

A compulsory site briefing / clarification meeting will be held on the 07th September 2021 at TAUNG HOTEL SCHOOL IN TAUNG

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session at **10h00am**. No late arrivals will be allowed in the briefing meeting. (i.e later than **10h15**). An inspection of the site will follow after the aforementioned compulsory briefing meeting as will be directed in the briefing meeting (site is Taung Hotel School in Taung)

IT IS NOT A CONDITION OF THIS TENDER THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SUBCONTRACT A MINIMUM VALUE OF WORK TO SMME'S EQUAL TO 30% OF THE BUILDING WORKS IN LINE WITH THE PPPFA, Preferential Procurement Regulations 2017.

The IDT will conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website, CIDB's website, National Treasury's website and from www.treasury.www.gov.za as from the **27th August 2021**. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed to ...NWTenders@idt.org.za during office hours (08h30 – 17h00) weekdays.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Bid Data. (Refer to Section T1.2)

The bid closing date is **28th September 2021 by no later than 12H00**. and bids shall be submitted in the tender box at IDT's North West Regional Office;

National Department of Public Works Offices
810 Albert Luthuli Drive
Unit 3, Mmabatho
2735

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

PART A

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST					
BID NUMBER:	DOT01NWER004R	CLOSING DATE:	28 th September 2021	CLOSING TIME:	12H00
DESCRIPTION	COMPLETION OF STUDENTS RESIDENCES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Department of Public Works Offices					
810 Albert Luthuli Drive. Unfi 3, Mmabatho, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Mr. T MOGOTSI	
TELEPHONE NUMBER			TELEPHONE NUMBER	011 764 1307	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NWTenders@idt.org.za		E-MAIL ADDRESS	consult@botaklarchs.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] ☐ Yes ☐ No	
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & OSE)) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 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.
- 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."

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:

(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.2 BID DATA

INDEPENDENT DEVELOPMENT TRUST
COMPLETION OF STUDENTS RESIDENCES AT TAUNG HOTEL SCHOOL AT DR RUTH
SEGOMOTSI MOMPATI DISTRICT MUNICIPALITY FOR THE DEPARTMENT OF ECONOMIC
DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM, NORTH WEST PROVINCE

T1.2 Bid Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of bid are:

Clause number	BID DATA FOR COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R
F.1.1	The employer is the Independent Development Trust on behalf of the Department of ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM, NORTH WEST PROVINCE
F.1.2	The bid documents issued by the employer comprises: THE BID Part T1: Bidding procedures T1.1 Bid notice and invitation to bid T1.2 Bid data T1.3 Specifications for the Employment of SMME Subcontractors Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment C1.5 Agreement in terms of Occupational Health and Safety C1.6 Waiver of Lien Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information Annexures
F.1.4	The employer's agent is: BOTAKI & ASSOCIATES (Pty) LTD Mr. T Mogotsi 21 Keurboom Street Wilropark Roodepoort, 1724 Tel: (011) 764 1307 E- mail: consult@botakiarchs.co.za

Clause number	BID DATA FOR COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R
F.2.1	Eligibility
F.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:
F.2.1.1.1	CIDB Grading In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 6GB class of construction work. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the Grade 6GB or above class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 6GB contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work
F.2.1.1.2	Key Personnel In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer. A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a fully registered member with SACPCMP and/or ACPM (Pr CPM and/or Pr CM), will be required.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders.
F.2.7	Clarification Meeting A compulsory clarification meeting with representatives of the Employer will take place on the 07th September 2021 at 10H00 The briefing meeting will take place at Taung Hotel School in Taung Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the attendance register. Note: Bidders are advised to allow enough travelling time to the briefing meeting.

Clause number	BID DATA FOR COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R
F.2.8	Seek clarification Bidders can request clarification of the bid documents, if necessary, by notifying the employer at least 5 (five) working days before the closing time and date stated in F.2.15.
F.2.9	Insurances Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.11	Alterations to documents Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Bid Offers No alternative tender offers will be considered.
F.2.13	Submitting a Bid Offer
F.2.13.4	The bidder will sign the original of the bid offer.
F.2.13.5	The bidder must submit tender offer in a sealed envelope. (Clearly marked) COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Two-envelope system – not applicable
F.2.13.6	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
F.2.13.7	Employer's address: IDT North West Regional Office National Department of Public Works Offices 810 Albert Luthuli Drive Unit 3, Mmabatho 2735
F.2.13.9	Identification details: Tender No: DOT01NWER004R Description: COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.
F.2.15	Closing Time of Tender
F.2.15.1	The closing time for submission of tender offers is by no later than 12H00, 28th September 2021. Location of tender box: IDT North West Regional Office National Department of Public Works Offices 810 Albert Luthuli Drive Unit 3, Mmabatho 2735 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Clause number	BID DATA FOR COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R																				
F.2.16	Tender Offer Validity																				
F.2.16.1	The bidder is required to hold the bid offer valid for a period of 90 calendar days (from the bid closing date)																				
F.2.19	Inspections, Tests and Analysis Access shall be provided for inspections, tests and analysis as may be required by the employer.																				
F.2.23	Certificates The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB). Where a bidder bids through joint venture formation, such bidder should include a joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE certificate.																				
F3.5	Two-envelope system – not applicable																				
F.3.1	Evaluation of Tender Offers The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2017 on a 80/20 preference point system.																				
F.3.11.3	The procedure for the evaluation of responsive bids is the Preferential Procurement Regulations 2017 on an 80/20 preference point system. The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W1 is: 1) 80 where the financial value inclusive of VAT of one or more responsive bids offers have a value that equals or is less than R50 000 000 Up to 100 minus W1 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.																				
F.3.11.8	Scoring Preference Score the preference claimed of the remaining responsive bid offers in terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, in accordance with the table below: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contribution	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contribution	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

F.3.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows:			
Quality Formula	WQ=W2 x So/Ms		Formula used to calculate Functionality points	
	W2 =Total evaluation points for functionality as per Scorecard			
	So = Functionality points allocated to the bidder under consideration			
	Ms =Maximum possible score for functionality in respect of a submission			
Minimum points to be scored for Functionality is 70%				
<u>FINANCIAL OFFER/PRICE</u>	80	Formula 2 Option 1,A=(1- {p- pm/pm})	Formula used to calculate Financial Offer/Price points	
		pm =The comparative Price offer of the mean/average qualifying tenderer		
		p =The comparative offer of the tender under consideration		

Notes:

1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

4. Bidders to submit the following for means of verification:

- a) Project list of similar completed projects
- b) Performance and quality reports from clients / consultants
- c) Certified certificates of qualification of key staff and CV's including references
- d) Traceable References for projects completed
- e) Traceable references for suppliers

EVALUATION CRITERIA	POINTS ALLOCATION
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative).	20 points
Qualifications, Skills and Experience of project key personnel	35 points
Locality	10 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

1. Relevant previous experience on completed construction projects (35 points):

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to the construction of hospitals, clinics, schools, libraries, hotels, malls, shopping complex, courts, office blocks, town houses projects in the past 10 years.

The scoring on this item will be carried out as follows:

- The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- The bidder shall submit signed proof of project final completion (JBCC or other Final Completion Certificate or letter from the client (client letter head) confirming completion of such a project).

NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the following table below:

	Similar completed projects (as per CIDB level 6GB & above – Tender Value Limit between R 10 000 001 and above)	Similar completed projects (as per CIDB level 5GB & above – Tender Value Limit between R 6 000 001 to R 10 000 000)	Similar completed projects (as per CIDB level 4GB & above – Tender Value Limit between R 3 000 001 to R 6 000 000)	Similar completed projects (as per CIDB level 3GB – Tender Value Limit between R 1 000 001 and R 3 000 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	1	0
Project B	7	5	3	1	0
Project C	7	5	3	1	0
Project D	7	5	3	1	0
Project E	7	5	3	1	0
Points	35	25	15	5	0

2. Signed and stamped client reference letters of similar completed projects, letters must match the above submitted previous experience (20 points):

Points allocated for client reference based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

- Receipt of signed and/or stamped client references in the forms supplied in this document

NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the following table:

Projects	Overall client assessment				
	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project A	0	1	2	3	4
Project B	0	1	2	3	4
Project C	0	1	2	3	4
Project D	0	1	2	3	4
Project E	0	1	2	3	4
Points	0	5	10	15	20

3. Qualification and Competencies of key personnel (35 points):

Points allocated for required

- i. competencies,
- ii. qualifications (i.e degree or diploma)
- iii. submission of CV's
- iv. submission of relevant certified (not older than 6 months) evidence of qualifications and certificates of allocated Required Key Project Resources.
- v. Professional registration within the construction environment.

NOTE: Points allocation with submission of all required documentation and will be rounded off to the nearest lowest number

Evaluation points will be awarded in terms of the following table A (30 points):

Category	Registration with any professional body within the build environment (5 points)	Qualification within the Built Environment (10 points)			Years of experience within the Built Environment (15 points)			
		Degree or higher	Diploma	National Certificate or below	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	5	5	4	3	5	4	3	2
Site Agent	Not required	3	3	2	5	4	3	2
Foreman	Not required	2	2	1	5	4	3	2
Total Points	5	10	9	6	15	12	9	6

Evaluation points will be awarded in terms of the following table B (5 points):

Category	Description	Points
Health and Safety Resource	Professional Registration with SACPCMP	5
	Registered with SACPCMP as Candidate	4
	OHS Qualifications with more than 5 years of experience	3
	OHS Qualifications with less than 5 years of experience	2
	No submission	0

Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer.

4. Contractor Locality (10 points):

Points are allocated to contractors who provide proof of residence in the Dr Ruth Segomotsi Mompati District Municipality and North West Region. At least one of the following verifiable documents must be submitted to score points:

- Water, Electricity or Levy account in the name of the company/firm.
- Lease agreement accompanied by Landlord affidavit.

Description	Points
Contractor Office within Dr Ruth Segomotsi Mompati District Municipality	10
Contractor Office within North West Province jurisdiction	5
Location out of North West Region or No submission	0

NOTE: 10 points will be scored if at least one of the required documents listed above is submitted for the North West Region. Failure to submit will result in zero points for these criteria.

NB: Minimum qualifying functionality threshold is 70 points out 100

Clause number	BID DATA FOR COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R
F.3.13	Acceptance of Bid Offers
F.3.13.1	Bid offers will only be accepted if: a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders; f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder has a B-BBEE Level of 1-3 n) The bidder and all its directors are South African Citizens (For National Key Point Projects).
F.3.14	Notice to Unsuccessful Bidders Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.

F.2.8	Seek clarification Request clarification of the bid documents if necessary by notifying the employer at least five (5) working days before the closing time and date stated in the bid data
F.3.18	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of bid are: 1 The employer is not obliged to accept the lowest or any bid.

ANNEXURE F: STANDARD CONDITIONS OF BID

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

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, 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. Tenderers 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 at the start of any deliberations relating to 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 a 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 for the calling for expressions of interest, 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 interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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) **Quality (functionality)** 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 (*i.e post contract award and signing*), and in a form that can be read, copied and recorded. Writing 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 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require 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 tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and 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, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers 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 tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

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 and/or the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the bidding 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 bidding

Accept that 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 satisfy 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.

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

F.2.8 Seek clarification

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

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding 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

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 bid 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 bid offer

F.2.13.1 Submit one bid offer only, either as a single bidding 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 in black 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 tenderers 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 each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each 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 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 shall 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 and as such be disqualified.

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.

F.2.16 Tender offer validity

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 tenderers 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 requests 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 tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the bidding 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 tenderers 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 by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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 tenderers' 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 quality of the technical proposals offered by tenderers, then advise tenderers 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 tenderers, who score in the quality evaluation more than the minimum number of points for 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 tenderers whose technical proposals failed to achieve the minimum number of points for 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 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 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 tenderers 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 responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 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 item 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.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) 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.

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

F.3.11.1 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: Financial offer	In the case of a financial offer: a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
F.3.11.3 Method 2: Financial offer and preferences	In the case of a financial offer and preferences: a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality	In the case of a financial offer and quality: - Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. - Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. - Rank tender offers from the highest number of tender evaluation points to the lowest. - Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. - Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated
F.3.11.5 Method 4: Financial offer, quality and preferences	In the case of a financial offer, quality and preferences: - Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. - Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.. - Rank tender offers from the highest number of tender evaluation points to the lowest. - Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. - Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers 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 the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$Nq = W_2 \times So / Ms$$

where: So is the score for quality allocated to the submission under consideration;
 Ms is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- 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:

- addenda issued during the tender period,
- 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 tenderers

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 tenderers 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 tenderers 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 tenderers or might prejudice fair competition between tenderers.

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

X

Tenderers are advised that this offer shall **NOT be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.**

Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae.** In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries. The Contractor is referred to Clause B 4.2 Programme for the works on Page 22 & 23.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission, and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2020 TO 31 MARCH 2021
01 APRIL 2021 TO 31 MARCH 2022
01 APRIL 2022 TO 31 MARCH 2023

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that are intended to be utilised on the project, should its offer to be accepted.

Proposed domestic sub-contractors shall not take part in the work set aside for 30% Local Participation in line with National Treasury's PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

F.4.11 Adjudication and Independent Development Trust's Rights

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black Economic Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

F.4.12 Form of Contract

The JBCC Series 2000 Principal Building Agreement (Edition 4.1 – March 2005) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Ceilings, Partitions and Access Flooring
- Ironmongery
- Plumbing & Drainage
- Paintwork
- Electrical works
- Roadworks

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the selected sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the NDPW may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

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

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)
- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;
The identification numbers of the staff member concerned; and,
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

Tenderers must take note that the site is within the occupied premises. As such high noise level shall be restricted to times that will not disrupt the operations of the Hotel. Tenderers are to ensure that they

acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department .

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this item in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

Purpose of the Job: The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.

Job title: Community Liaison Officer (CLO)

Reporting to: The Contracts Manager or other delegated representative of the Contractor.

The CLO must report to the Contractor and remain on site on a daily.

Experience: Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.

Remuneration: Rate payable for the CLO will be% of the Civil Engineering Industry minimum wage for unskilled labour.

Minimum Skills:

1. Ability to work with others;
2. Ability to communicate in local language of the project location and English;
3. Ability to communicate in writing;
4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour and advising them of their rights
 - Acting as a source of information for the community and councilors on issues related to the contract
 - Keeping the contractor advised on community issues and issues pertaining to local security
 - Assisting in setting up any meeting or negotiations with affected parties
 - Keeping a written record of any labour or community issues that may arise
 - The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
 - Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

F.4.42 Historical Disadvantaged Individuals or groups Participation Targets

F.4.42.1 Local participation / sub-contracting shall be 30% of the contract value in line with the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017 where applicable

F.4.42.2 Penalties:

In the event that the contractor fails to substantiate that any failure to achieve the above condition was due to quantitative under runs, the elimination of items contracted to HDI's, or any other reason beyond the contractors control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties for an amount equal to one and half times the difference between the minimum and achieved Contract Participation Goal, expressed as a percentage and multiplied by the Award Value.

The Employer will not be liable for any increase in labour costs arising out of the use of selected local domestic sub-contractors and local labour. No Extension of time claims with cost will be entertained due to default by any of the selected domestic sub-contractor or the use of local labour

F.4.43 Skills Development and Training

The contractor will be expected to make use of the end user client's artisan in the project, manage as well as ensure their development accordingly. 22 Artisan shall be expected to be utilized in the project through its lifecycle. They include the following disciplines, Electrical, plumbing, roof, tiling, painting and carpentry

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017	
T2.1.	B-BBEE Certificate (Original or Originally Certified Copy)	
T2.1.	Joint Venture Agreement Between Parties	
T2.1.	CIDB Registration Number	
T2.1.	Copy of a Letter of Goodstanding with Compansation For Occupational And Injuries Dieses Act (COIDA) Registration Number	
T2.1.	Declaration of Interest	
T2.1.	Certificate of Independent Bid Determination	
T2.1.	Declaration of Bidder's Past Supply Chain Management Practices	
T2.1.	Certificate of Authority For Signatory	
T2.1.	Record of Addenda to The Tender Documents	
T2.1.	Project Experience	
T2.1.	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.	Client References	
T2.1.	Key Personnel	
T2.1.	Fully Priced Bill of Quantities	

T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.2 RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.2.	Project Experience
T2.2.	Client References
T2.2.	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.	Key Personnel

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan
Form of offer and acceptance
Contract data
Forms of securities

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

SBD 6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES	
1.	
2.	

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	
ADDRESS	
	
	

B-BBEE CERTIFICATE

Attached hereto is my / our original (original certified copy) B-BBEE Certificate issued by a verification agency accredited by SANAS. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.

T2.1. TAX CLEARANCE CERITFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]

T2.1. JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

**T2.1. CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

Attached hereto is my / our copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1. CIDB REGISTRATION CERTIFICATE

Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: *The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.*

**T2.1. COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR
OCCUPATIONAL AND INJURIES DIESES ACT (COIDA / FEMA) REGISTRATION
CERTIFICATE**

*Attached hereto is my / our certified copy of A LETTER OF goodstanding with the
Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our
failure to submit the certificate with your tender offer will lead to the conclusion that your
entity/ company is not registered with COIDA / FEMA.*

T2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: *Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium*

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or | |

the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Signed _____ Name _____ Enterprise name _____	Date _____ Position _____
--	---

T2.1. DECLARATION OF INTEREST

SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....

T2.1. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

This Standard Bidding Document (SBD) 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, 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:

$$LC = [1 - x / y] * 100$$

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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/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 or 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Frames (Building Works Bill No. 12 item 9)	100%
• Electrical and Telecom Cable (Electrical Bill No. 2 item 2.2)	90%
• Water Heater Components (Hot Water Generation Bill No. 3 item 3)	70%

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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 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 AO/AA 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 Institution):
.....

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.thdti.gov.za/industrialdevelopment/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 percentage (%) 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 / Institution 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 / Institution 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: _____

T2.1. CERTIFICATE OF INDEPENDENT BID DETERMINATION

(SBD 9)

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

(SBD9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or 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.
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.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(SDB 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and **attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. 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 tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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 whom rests the direction of the affairs of the Partnership 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.

2.

Date:

T2.1. RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

ID number _____

Position _____

Tenderer _____

T2.1. TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank : _____ Branch : _____

Account number : _____ Type of account : _____

Telephone number : _____ Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: _____ IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer) DATE: _____

T2.1. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]**

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T2.1. SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.

I/We hereby notify you that it is my/our intention to employ the following the award of the contract, apart from client's identified SME packages

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

[illegible]

SIGNATURE:

IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:

PROJECT NAME : COMPLETION OF STUDENTS RESIDENCES

T2.1. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

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), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____ IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer) DATE: _____

T2.1. EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.

(PLEASE ATTACHED HERE)

T2.1. EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects completed in the past 10 years. In support tenderees are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

**T2.1. EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT
COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK
COMPLETION & FINAL COMPLETION)**

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management – Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature: **Date:**

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME C:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

Principal Agent Firm:

Telephone:

PA / Client Signature: **Date:**

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME D:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management – Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature: **Date:**

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management – Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA / Client Signature: **Date:**

Stamp

T2.1. EVALUATION SCHEDULE: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)

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	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						
.....						
.....						
.....						
...						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

(CVs are required only for site agent, contract or project manager and technician and foreman)

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(of person authorised to sign on behalf of the Tenderer)
(OWNER OF THE CV)

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EVALUATION SCHEDULE: CV FOR SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE _____

INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR FOREMAN

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE _____

INCUMBANT'S IDENTITY NUMBER

EVALUATION SCHEDULE: CV FOR HEALTH AND SAFETY PERSONNEL

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

INCUMBANT'S IDENTITY NUMBER

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

[illegible]

DATE:.....

T2.1. EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. (will be hired)

- (a) **Details of major equipment owned by me / us and are immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

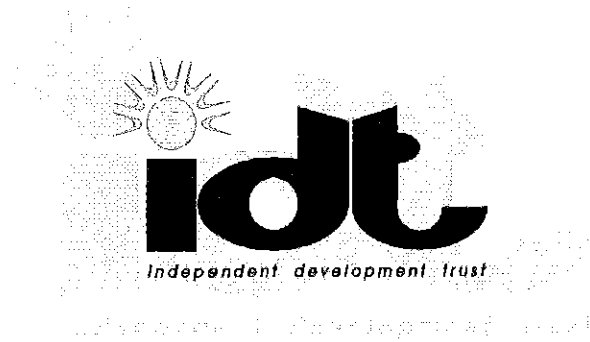
The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, and will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....



PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma as per specific contract)

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

A.OFFER [Failure of a Tenderer to sign this form will invalidate the tender]

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

**COMPLETION OF STUDENTS RESIDENCES . AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT
OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM , NORTH WEST
PROVINCE – BID NUMBER: DOT01NWER004R**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:.....

Amount in Words:

.....
.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

.....
SIGNATURE(S) OF AUTHORISED BIDDERS(S)

NAME:

CAPACITY:

DATE:

ADDRESS

.....

.....

.....

CONTACT::

WITNESSES

1.

2.

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data, including the Schedule of Quantities
- Part C3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

Signature Date

Name

Capacity

**for the
Employer** Independent Development trust

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

Name and
Signature
Of witness

..... Date

C. SCHEDULE OF DEVIATIONS

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

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

COMPLETION OF STUDENTS RESIDENCES . AT THE TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM , NORTH WEST PROVINCE

C1.2 Contract Data for BID NO: DOT01NWER004R

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005) published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:

Clause 1.1 Definition of "**Agreement**" is amended by replacing it with the following:

Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

Clause 1.1 Definition of "**Bills of Quantities**" is amended by adding the following:

"...and the Pricing Instructions contained in the Pricing Data" after the word measuring system.

Clause 1.1 Definition of "**Contract Documents**" is amended by adding the following:

".....this Agreement and all other documents referenced therein.." after the word this document"

Clause 1.1 Definition of "**Contract Drawings**" is amended by replacing it with the following:

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "**Contract Sum**" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "**Schedule**" is amended by adding the following:

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement date**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**Construction guarantee**" means guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the schedule

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction period**" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**Corrupt Practice**" means the offering , giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**Fraudulent Practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**Interest**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**Principal Agent**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**.

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

Security" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

3. Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract **on the site**, to which the **employer**, **principal agent** and **agents** shall have access at all times.

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

7. Clause 7 amended by adding the following:

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.

- 9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

- 10.5 Add the following as 10.5:

Damage to the works

- (a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **Employer** is legally liable.
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.

14. Security (clause 14)

Clause 14.0 is amended by:-
The addition of the following clauses:-

Clause 14.7.3

"Add Hand the site over the **contractor** subject to agreement that shall be made between the **employer** and the **contractor**"

15.1.1 Clause 15.1.1 is amended by replacing it with:
No clause

15.1.2 Clause 15.1.2 is amended by replacing it with:
The **security** selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and latest edition, revision and amendments, within twenty-one (21) **calendar days** of date of acceptance of the tender.

15.2.1 Clause 15.2.1 is amended as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

18. Add the following:

The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments

The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense.

20.1.3 No clause.

22. Add: The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to them and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities.

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.1.1 shall be deemed to be omitted and replaced by the following:

Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project

It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described above

Clause 29.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

30.1 Replace reference to 36.3 at end of sentence with 36.0

31.9 Clause 31.9 is amended by replacing "seven (7) **calendar days**" with "thirty (30) **calendar days**" and by deleting the words "subject to the **contractor** giving the **employer** a tax invoice for the amount due

Clause 31.12 is amended by deleting the following

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due.

- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
- 32.5.4
- 32.5.7
- 34.2 Add # next to 34.2
- 34.13 Replace "seven (7) **calendar days**" with "thirty (30) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 36 Clause 36.0 is amended by the addition of the following clause:
- 36.7 **Add Clause 36.7 as follows:** Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
37. Clause 37 is as follows:
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)".
- Adding clause 37.5 as follows:
- 37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever
38. Clause 38 is follows::
- Clause 38.5.4 is amended by replacing "ninety (90) with "one-hundred and twenty (120)"
- Clause 38.0 is amended by the addition of the following clause:
- 38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for
- (41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the
- 10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
- 10.4
- (41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause
- (41.0) 11.1 of the non-**state** clause will apply to the **state**.

- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State
(41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall"
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and
40.2.2 40.6 and replace with the following:
40.3
- 40.4 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand
40.5 and the contractors on the other arise out of this **agreement**, such dispute shall be referred to
40.6 adjudication.
(41.0)
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for
Adjudication current at the time when the dispute is declared. The party, which raises the
dispute, shall select three adjudicators from the panel of adjudicators published by the South
African Institution of Civil Engineering or Association of Arbitrators (Southern Africa),
determine their hourly fees and confirm that these adjudicators are available to adjudicate the
dispute in question. The other party shall then select within 7 days one of the three nominated
adjudicators, failing which the chairman for the time being of the Association of Arbitrators
(Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms
of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed
on between the parties or, failing such agreement within 28 days after referring the dispute to
Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of
Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the
arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as
amended), or any legislation passed in substitution therefore. In the absence of any other
agreed procedure, the arbitration shall take place in accordance with the Rules for the
Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are
current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the
facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be
determined by court proceedings.

Part 1: Contract Data Completed by the Employer

Clause	Item and data
--------	---------------

- | | |
|-----|---|
| 1.2 | <p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST</p> <p>The address of the Employer is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical): IDT NORTH WEST REGION</p> |
| 5.1 | <p>The Principal Agent is Botaki and Associates (PTY) Ltd</p> <p>Telephone: 011 764 1307/ 011 768 2580</p> <p>Facsimile: 086 668 9405</p> <p>Address (physical): 21 Keurboom Street, Wilropark, Roodeport, 1724</p> <p>Address (postal): P.O. Box 2038, Florida, Roodeport, 1710</p> |
| 5.2 | <p>Agent (1) is Masegela Quantity Surveyors</p> <p>Telephone: 086 123 6806</p> <p>Facsimile: 086 585 0007</p> <p>Address (physical): Unit 08, 2149 Sello Thooe, Mmabatho, 2745</p> <p>Address (postal):</p> |
| 5.3 | <p>Agent (2) is Electrical System Consulting</p> <p>Agent's service: Electrical and Mechanical Engineers</p> <p>Telephone: 011 487 2733</p> <p>Address (physical): P.O Box 59665, Johannesburg, 2100</p> <p>Address (postal):</p> |
| 5.4 | <p>Agent (3) is PHB Engineers</p> <p>Agent's service Civil and Structural Engineers</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> |
| 5.5 | <p>Agent (4) is:</p> <p>Agent's service:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> |

- 1.1 The **Site** is located at Taung Hotel School and Convention Centre in Taung (Dr Ruth Segomotsi Mompati District Municipality), **approximate site co-ordinates 27.5729°S and 24.7418°E**
- 1.1 The **Works** or installations to be undertaken by **direct contractors** comprises
22.2 **NONE**
- 41.0 The Employer is an organ of **State**
31.11.2
- 11.2
- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
 - Lateral support insurance is to be effected by the **contractor**
 - Payment will be made for materials and goods
 - Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE
- 31.4.2
26.1.2
- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.
- For the **works** as a whole:
The date for **practical completion** is 06 Calendar Months after contractual commencement date exclusive of Builder's Holidays which will be from the 16th December to **second week** of January next year
The penalty per calendar day is 0.05 per R100 of the contract value
- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 Contract insurance is to be effected by the **contractor**.
and 12.1
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum plus 20%** with a deductible in an amount that the **contractor** deems appropriate.
- 10.2
12.1
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for
10.2 Special Risks issued by the South African Special Risk Insurance Association.
12.1
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R10,000,000.00** with a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, A **waiver of the contractor's lien or right of continuing possession is required**.
31.16.2
- 3.7 Three copies of the construction document are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is **not** to be adjusted using CPAP indices. The contract value is **fixed**
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and The **construction guarantee** will be as per JBCC Clause 14.0
14.4

Part 2: Contract Data completed by the Contractor

Clause	Item and data
--------	---------------

1.2

The name of the Contractor is.

The address of the contractor is:

Telephone:

Facsimile:

Address (physical):

.....

.....

Address (postal):

.....

.....

SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 4.1 © March 2005 (hereinafter referred to as "Main Agreement") and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

c) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 1.1.3** Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

d) SUBCONTRACTING

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

e) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

f) TRAINING

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

g) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

h) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

"the site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site."

i) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related p&g will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the p&g will be paid only once the successful contractor has fully complied with deliverables under this section.

j) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

k) AMBIGUITY OR DISCREPANCY

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

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of 2021

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as Acting
Regional General Manager

2. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as the
Programme Manager.

Signed at Pretoria on this the day of 2021

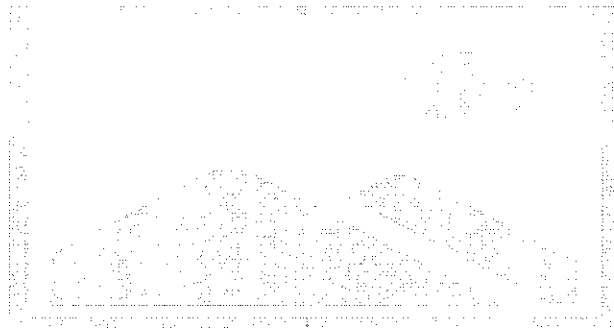
AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**

.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.



ADDENDUM TO CONTRACT DATA

To the

THE JBCC PRINCIPAL BUILDING AGREEMENT

**NAME OF PROJECT: COMPLETION OF STUDENTS RESIDENCES FOR
THE DEPARTMENT OF ECONOMIC
DEVELOPMENT, ENVIRONMENT,
CONVERSATION AND TOURISM**

INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") as the Implementing Agent and on behalf of the Department of Economic Development, Environment, Conversation and Tourism ("DEDECT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 4.1 (hereinafter referred to as "Main Agreement").

AND WHEREAS, this addendum shall form part of the Main Agreement between the Employer and the Contractor.

1. ADDENDUM TO THE MAIN AGREEMENT

- 1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;
- 1.2 The Terms of Reference, Accepted Proposal or Tender, Standard Conditions of Tender, Special Conditions of Tender and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;
- 1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;
- 1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and
- 1.5 All references in the Main Agreement to "the/this Agreement" itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.
- 1.6 Interpretations and Definition
 - 1.6.01 **Financial Implications** shall mean the variation amount over and above the awarded contract sum.

2. SPECIAL CONDITION

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

3. WAIVER OF CONTRACTOR'S LIEN

- 3.1 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site.
- 3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

- 4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.
- 4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.
- 4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.
- 4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

5 INTERIM PAYMENT

- 5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an

interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".

- 5.2 Default interest, where applicable, shall only be effective after the 31 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent**.
- 5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.
- 5.4 The employer shall not make/effect any advance payment to the contractor.

6 TAX COMPLIANCE MEASURES

- 6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.
- 6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax compliant and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the employer.
- 6.3 The Contractor shall submit a valid tax clearance certificate or tax compliance letter with a valid pin within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax Clearance Certificate or Tac Compliance Letter prior to making any payment to the Contractor, should it become aware that the tax clearance certificated has expired.
- 6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written

notice by the Employer and the Contractor has failed to remedy its tax compliance status.

- 6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.
- 6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.
- 6.7 Where a Contractor is a JV, each party to a JV must be tax compliant and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

7. APPROVAL OF VARIATION ORDERS

- 7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.
- 7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
- 7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.
- 7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 7.2 above.

- 7.5 Should the Contractor undertakes the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.
- 7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

8. JOINT VENTURE AGREEMENT

- 8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out of the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in the tender document, the IDT shall be entitled to cancel the contract with immediate effect.
- 8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the closing date of the tender, the IDT shall be entitled to cancel the contract.

9. BREACH

- 9.1 In the event that the contractor: -

- 9.1.1 commits an act of insolvency; or
- 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
- 9.1.3 is placed under or applied for business rescue; or
- 9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of the employer; or
- 9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or
- 9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the Employer will be entitled to terminate the Agreement on written notice.

10. SECURITY

- 10.1 The **employer** has selected the **security, in terms of clause 11.0**, which is a variable **construction guarantee**. This guarantee is to be issued by the **contractor**:

- 10.1.1 The **contractor** shall furnish the **employer** with a variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** within twenty-one (21) **calendar days** from the offer of appointment **date**;

- 10.1.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the variable

construction guarantee to an amount equal to two per cent (2%) of the **contract value**;

10.1.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall release the variable **construction guarantee** to the **contractor**;

10.1.4 Where the **employer** has a right of recovery against the **contractor**, the **employer** may issue a written demand in terms of the variable **construction guarantee**.

10.1.5 A variable **construction guarantee** shall only expire at **final completion date**.

10.1.6 In the event that the value of the **works** were to increase during the course of the contract by an amount of 15% or more of the **contract sum**, upon written request from the **principal agent**, the **contractor** shall immediately arrange to have the **construction guarantee** guaranteed sum increased accordingly, the verified cost of which shall be added to the **contract sum**.

Signed at on this the day of2021

AS WITNESSES:

4. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

5. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

Signed at on this the day of2021

AS WITNESSES:

6. _____

7. _____

For and on behalf of the **Contractor:**
.....i
n his/her capacity as
.....
, who hereby confirm that he/she is
duly authorized.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

**PRO FORMA FOR COMPLETION OF STUDENTS RESIDENCES . AT THE
TAUNG HOTEL SCHOOL FOR THE DEPARTMENT OF ECONOMIC
DEVELOPMENT, ENVIRONMENT, CONVERSATION AND TOURISM , NORTH
WEST PROVINCE**

Contract No.:

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer")
entered into, a Contract with _____
(hereinafter called "the Contractor") on the _____ day of _____
20____ for the construction
of _____ at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with
security byway of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors
to the Employer under renunciation of the benefits of division and excussion for the due and faithful
performance by the Contractor of all the terms and conditions of the said Contract, subject to the
following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in
any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any
modifications, variations, alterations, directions or extensions of the Completion Date of the Works
under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our
liability hereunder be affected by reason of any steps which the Employer may take under such
Contract, or of any modification, variation, alterations of the Completion Date which the Employer may
make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to
give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in
terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20..... between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation) of

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for (contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

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

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the
presence of

Witness: **Witness:** **Witness:**
(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

Address: Address: Address:

Date: Date: Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

Refer Overleaf:

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as: ;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**TENDER : FOR THE COMPLETION OF STUDENTS RESIDENCES AT THE TAUNG HOTEL
SCHOOL FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT,
CONVERSATION AND TOURISM , NORTH WEST PROVINCE – BID NUMBER: DOT01NWER004R**

at TAUNG HOTEL SCHOOL;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:



Waiver of Contractor's Lien

for use with the JBCC Principal Building
or JBCC Minor Works Agreements

DEFINITIONS

Contractor_____

Employer_____

Agreement_____
(Principal Building Agreement
or Minor Works Agreement)

Works (description)_____

Site_____
(property title deed description)

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement

Thus done and signed at _____ on

Name of signatory

Capacity of signatory

As witness

For and on behalf of the Contractor who by
signature hereof warrants authorisation hereto

JBCC Series 2000  Code 2121 July 2007

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

C2.1 Pricing Instructions

C2.1.1 FIXED PRICE – CPAP NOT APPLICABLE

Adjustment to the contract value as clause 32.

Notwithstanding the provisions of Clause 32.13 or any other clause, no adjustment to the contract sum will be made in terms of the Contract Price Adjustment provisions or any other fluctuation provisions and all such costs shall be for the account of the Contractor.

Where the value of additional work cannot be valued in terms of clause 32.2.1 and 32.2.2 such work shall be priced “net” plus the tendered “mark up” thereon.

C2.1.2 GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Document, which include the Conditions of Tender, Conditions of Contract, the Specifications and Drawings.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities will be subject to re-measuring during the execution of work.

The validity of Contract will in no way be effected by difference between the quantities in the Bill of Quantities and quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS (PS)

Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.5 PRICING

All rates in the bills must exclude Value Added Tax (VAT), which the bidder must allow for in the final summary of the Bills of Quantities.

C2.2 BILL OF QUANTITIES

SECTION NO. I

PRELIMINARIES

SECTION 1**PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

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

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**DEFINITIONS**

A1.0

DEFINITIONS AND INTERPRETATION**Clause 1.0**

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of **"Interest"** is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to **"principal agent"** with the word **"employer"**

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

A5.0 EMPLOYER'S AGENTS

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: _____ Value related: _____ Time related: _____

Item

A6.0 SITE REPRESENTATIVE

Clause 6.0

Fixed: _____ Value related: _____ Time related: _____

Item

A7.0 COMPLIANCE WITH REGULATIONS

Clause 7.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed: _____ Value related: _____ Time related: _____

Item

A8.0 WORKS RISK

Clause 8.0

Fixed: _____ Value related: _____ Time related: _____

Item

A9.0 INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

Item

A10.0 WORKS INSURANCES

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____
Item

A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____
Item

A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____
Item

A13.0 No clause

A14.0 SECURITY

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

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

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

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

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

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

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

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

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

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

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the works the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____
Item

EXECUTION

A15.0

PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____
Item

A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____
Item

A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"

Fixed: _____ Value related: _____ Time related: _____
Item

A18.0 SETTING OUT OF THE WORKS

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____
Item

A19.0 ASSIGNMENT

Clause 19.0

Fixed: _____ Value related: _____ Time related: _____
Item

A20.0 NOMINATED SUBCONTRACTORS

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed: _____ Value related: _____ Time related: _____
Item

A21.0 SELECTED SUBCONTRACTORS

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

A22.0 EMPLOYER'S DIRECT CONTRACTORS

Clause 22.0

Fixed: _____ Value related: _____ Time related: _____
Item

A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS

Clause 23.0

Fixed: _____ Value related: _____ Time related: _____
Item

COMPLETION

A24.0 PRACTICAL COMPLETION

Clause 24.0

Fixed: _____ Value related: _____ Time related: _____
Item

A25.0 WORKS COMPLETION

Clause 25.0

Fixed: _____ Value related: _____ Time related: _____
Item

A26.0 FINAL COMPLETION

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: _____ Value related: _____ Time related: _____
Item

A27.0 LATENT DEFECTS LIABILITY PERIOD

Clause 27.0

Fixed: _____ Value related: _____ Time related: _____
Item

A28.0 SECTIONAL COMPLETION

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____
Item

A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: _____ Value related: _____ Time related: _____ **Item**

A30.0 **PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

PAYMENT

A31.0 **INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____
Item

A32.0 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____
Item

A33.0 RECOVERY OF EXPENSE AND LOSS

Clause 33.0

Fixed: _____ Value related: _____ Time related: _____
Item

A34.0 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by inserting "#" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "twenty-one (21) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed: _____ Value related: _____ Time related: _____
Item

A35.0 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value related: _____ Time related: _____
Item

CANCELLATION

A36.0 CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____
Item

A37.0 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____
Item

A38.0 CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____
Item

A39.0 CANCELLATION – CESSATION OF THE WORKS

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: _____ Value related: _____ Time related: _____
Item

	DISPUTE A40.0 DISPUTE SETTLEMENT Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs Fixed: _____ Value related: _____ Time related: _____ Item
	DISPUTE SETTLEMENT A41.0 STATE CLAUSES Clause 41.0 Fixed: _____ Value related: _____ Time related: _____ Item
	CONTRACT VARIABLES A42.0 THE SCHEDULE (DPW-04EC) Clause 42.0 Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract Fixed: _____ Value related: _____ Time related: _____ Item

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SECTION 1: PRELIMINARIES
Collection

Each Item Carried to

SECTION B: JBCC PRELIMINARIES**B1.0 DEFINITIONS AND INTERPRETATION****B1.1 *Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time related: _____
Item

B2.0 DOCUMENTS**B2.1 *Checking of documents***

Fixed: _____ Value related: _____ Time related: _____
Item

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____
Item

B2.3 *Availability of construction documentation*

Fixed: _____ Value related: _____ Time related: _____
Item

B2.4 *Interests of agents*

Fixed: _____ Value related: _____ Time related: _____
Item

B2.5 *Priced documents*

Fixed: _____ Value related: _____ Time related: _____
Item

B2.6 *Tender submission*

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: _____ Value related: _____ Time related: _____
Item

B3.0 THE SITE**B3.1 *Defined works area***

Fixed: _____ Value related: _____ Time related: _____
Item

B3.2 *Geotechnical investigation*

Fixed: _____ Value related: _____ Time related: _____
Item

B3.3 *Inspection of the site*

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES
Collection

Each Item Carried to

B3.4	Existing premises occupied	Fixed: _____	Value related: _____	Time related: _____	Item
B3.5	Previous work – dimensional accuracy	Fixed: _____	Value related: _____	Time related: _____	Item
B3.6	Previous work – defects	Fixed: _____	Value related: _____	Time related: _____	Item
B3.7	Services – known	Fixed: _____	Value related: _____	Time related: _____	Item
B3.8	Services – unknown	Fixed: _____	Value related: _____	Time related: _____	Item
B3.9	Protection of trees	Fixed: _____	Value related: _____	Time related: _____	Item
B3.10	Articles of value	Fixed: _____	Value related: _____	Time related: _____	Item
B3.11	Inspection of adjoining properties	Fixed: _____	Value related: _____	Time related: _____	Item
B4.0	MANAGEMENT OF CONTRACT				
B4.1	Management of the works	Fixed: _____	Value related: _____	Time related: _____	Item
B4.2	Programme for the works	Fixed: _____	Value related: _____	Time related: _____	Item
B4.3	Progress meetings	Fixed: _____	Value related: _____	Time related: _____	Item
B4.4	Technical meetings	Fixed: _____	Value related: _____	Time related: _____	Item
B4.5	Labour and plant records	Fixed: _____	Value related: _____	Time related: _____	Item

B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS	
B5.1	<i>Samples of materials</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	<i>Workmanship samples</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	<i>Shop drawings</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B5.4	<i>Compliance with manufacturers' instructions</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.0	TEMPORARY WORKS AND PLANT	
B6.1	<i>Deposits and fees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	<i>Enclosure of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	<i>Advertising</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	<i>Plant, equipment, sheds and offices</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.5	<i>Main notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.6	<i>Subcontractors' notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.0	TEMPORARY SERVICES	
B7.1	<i>Location</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.2	<i>Water</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item

B7.3	Electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B7.4	Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B7.5	Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item
B8.0	PRIME COST AMOUNTS		
B8.1	Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS		
B9.1	General attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.2	Special attendance	Fixed: _____ Value related: _____ Time related: _____	Item
B9.3	Commissioning – fuel, water and electricity	Fixed: _____ Value related: _____ Time related: _____	Item
B10.0	FINANCIAL ASPECTS		
B10.1	Statutory taxes, duties and levies	Fixed: _____ Value related: _____ Time related: _____	Item
B10.2	Payment for preliminaries	Fixed: _____ Value related: _____ Time related: _____	Item
B10.3	Adjustment of preliminaries	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"	
		Fixed: _____ Value related: _____ Time related: _____	Item
B10.4	Payment certificate cash flow	Fixed: _____ Value related: _____ Time related: _____	Item

B11.0	GENERAL			
B11.1	Protection of the works	Fixed: _____	Value related: _____	Time related: _____ Item
B11.2	Protection / isolation of existing / sectionally occupied works	Fixed: _____	Value related: _____	Time related: _____ Item
B11.3	Security of the works	Fixed: _____	Value related: _____	Time related: _____ Item
B11.4	Notice before covering work	Fixed: _____	Value related: _____	Time related: _____ Item
B11.5	Disturbance	Fixed: _____	Value related: _____	Time related: _____ Item
B11.6	Environmental disturbance	Fixed: _____	Value related: _____	Time related: _____ Item
B11.7	Works cleaning and clearing	Fixed: _____	Value related: _____	Time related: _____ Item
B11.8	Vermin	Fixed: _____	Value related: _____	Time related: _____ Item
B11.9	Overhand work	Fixed: _____	Value related: _____	Time related: _____ Item
B11.10	Instruction manuals and guarantees	Fixed: _____	Value related: _____	Time related: _____ Item
B11.11	As built information	Fixed: _____	Value related: _____	Time related: _____ Item
B11.12	Tenant installations	Fixed: _____	Value related: _____	Time related: _____ Item

B12.0 SCHEDULE OF VARIABLES

B12.1 *Schedule of variables*

Fixed: _____ Value related: _____ Time related: _____ **Item**

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE-TENDER INFORMATION**12.1.1 *Provisional bills of quantities***

[2.2] *The quantities are provisional* (yes/no) ☐ Yes

12.1.2 *Availability of construction documentation*

[2.3] *Construction documentation is complete* (yes/no) ☐ No

12.1.3 *Interests of agents*

[2.4] Details: No agent are employed as employee of the Independent Development Trust

12.1.4 *Defined works area*

[3.1] Details: The work is confined to the Magistrate Office boundaries

12.1.5 *Geotechnical investigation*

[3.2] Details: Not Applicable

12.1.6 *Existing premises occupied*

[3.4] Specific requirements: The premises will be partly occupied. The contractor to Ensure that the work is scheduled in such a manner as to cause minimum disturbance

12.1.7 *Previous work – dimensional accuracy*

[3.5] Details:

12.1.8 *Previous work – defects*

[3.6] Details: All defects form part of the repairs work

12.1.9 *Services – known*

[3.7] Details: Electrical, water and sewer reticulation are available on site

12.1.10 *Protection of trees*

[3.9] Specific requirements: No trees damaged or taken out without approval from the Principal agent

12.1.11 *Inspection of adjoining properties*

[3.11] Specific requirements: None

12.1.12 *Enclosure of the works*

[6.2] Specific requirements: None

SECTION 1: PRELIMINARIES

Collection

Each Item Carried to

12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times	
12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering	
12.1.15 [6.6]	Subcontractors' notice board A notice board is required Specific requirements:	(yes/no) No
12.1.16 [7.2]	Water Option A (by contractor) Option B (by employer – free of charge) Option C (by employer – metered)	(yes/no) No (yes/no) No (yes/no) yes
12.1.17 [7.3]	Electricity Option A (by contractor) Option B (by employer – free of charge) Option C (by employer – metered)	(yes/no) No (yes/no) No (yes/no) yes
12.1.18 [7.4]	Telecommunications Telephone Facsimile E-mail	(yes/no) yes (yes/no) yes (yes/no) yes
12.1.19 [7.5]	Ablution facilities Option A (by contractor) Option B (by employer)	(yes/no) yes (yes/no) No
12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required	(yes/no) yes
12.1.21 [9.2]	Special attendance Subcontractor (1) details: N/A Subcontractor (2) details: N/A Subcontractor (3) details: N/A	

Subcontractor (4) details: N/A

12.1.22
[11.1]

Protection of the works

Specific requirements:

12.1.23
[11.5]

Disturbance

Specific requirements:

The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

12.1.24
[11.6]

Environmental disturbance

Specific requirements:

12.2

POST-TENDER INFORMATION

12.2.1
[10.2]

Payment of preliminaries

Option A (prorated)

(yes/no)

☐

Option B (calculated)

(yes/no)

☐

12.2.2
[10.3]

Adjustment of preliminaries

Option A (three categories)

(yes/no)

☐

Option B (detailed breakdown)

(yes/no)

☐

12.2.3

Additional agreed preliminaries items

Details:

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____
Item

C2.0 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities / lump sum document** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities / lump sum document**

Fixed: _____ Value related: _____ Time related: _____
Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____
Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C5.0 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related: _____ Time related: _____
Item

C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related: _____ Time related: _____
Item

C7.0 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions, which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related: _____ Time related: _____
Item

C8.0 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____
Item

C9.0	PROHIBITION ON TAKING OF PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959 Fixed: _____ Value related: _____ Time related: _____ Item
C10.0	HIV/AIDS AWARENESS It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment
C10.1	AWARENESS CHAMPION Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item
C10.2	AWARENESS WORKSHOPS Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item
C10.3	POSTERS, BOOKLETS, VIDEOS, ETC. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item

C10.4	ACCESS TO CONDOMS Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item
C10.5	MONITORING Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item
C11.0	OCCUPATIONAL HEALTH AND SAFETY ACT The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed: _____ Value related: _____ Time related: _____ Item
C12.0	EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____
Item

C13.0

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____
Item

SECTION 1: PRELIMINARIES
Collection

Each Item Carried to

**SECTION 1
PRELIMINARIES**
COLLECTION
AMOUNT

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SECTION C: SPECIFIC PRELIMINARIES

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SECTION 1

PRELIMINARIES

CARRIED TO FINAL SUMMARY

R

SUBTOTALS:

Category: Fixed R

Category: Value R

Category: Time R

SECTION NO. 2
PRELIMINARIES –
OHS REQUIREMENTS

Item	Description	Unit	Quantity	Rate	Amount	Total
SECTION NO. 2						
PRELIMINARIES - OHS REQUIREMENTS						
OCCUPATIONAL HEALTH & SAFETY						
Failure, by the tenderer, to price the items indicated below individually or per item will result in the tender being deemed non-responsive. The legal requirements contemplated in the Construction Regulations include those stated below: (CR) 5(1)(g) "A Client must ensure that potential principal contractors submitting tenders, have made adequate provision for the cost of health and safety measures" CR 5(1)(h) "A client must ensure that principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely" This clause shall apply and will be used to motivate the disqualification of the tender where this is deemed, by the client or principal agent, to be required The contractor's attention is further drawn to Section 41 of the Occupational Health and Safety Act No. 85 Of 1993: This Act will not be affected by agreements Subject to the provisions of sections 10 (4) and 37 (2), a provision of this Act or a condition specified in any notice or direction issued there under or subject to which exemption was granted to any person under section 40, shall not be affected by any condition of any agreement, whether such agreement was entered into before or after the commencement of this Act or before or after the imposition of any such condition, as the case may be. <u>Note to Principal Contractor</u> Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant regulations and standards as well as project specific Health & Safety specifications After pricing of the health and safety bill of quantities, the principal contractor must sign the Certificate of Acquaintance as evidence that he is fully informed of the contents, obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant regulations and standards as well as project specific Health & Safety specifications. Failure, by the Tenderer, to sign the Certificate of Acquaintance may result in the tender being deemed non-responsive Items to be priced						
1	Notify the provincial director in writing of the commencement of construction works	Item	1			
2	Allow for the necessary Workman's Compensation Fund or FEM contributions for the duration of the project with and including renewals	Item	1			
3	Allow for the preparation and approval of project-specific H&S Plan & File [CR 7(1)(a)]	Item	1			
4	Allow for the implementation and maintenance of project-specific H&S Plan & File. [CR 7]	Months	6			
5	Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site as per [CR 8 (1), (2), & (7)]	Months	6			
6	Allow for provision of telecommunication facilities for the appointed Construction Health & Safety Manager	Months	6			

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>	<u>Total</u>
7	Allow for provision of Basic Emergency Preparedness and Response equipment & at least Level 2 First Aider/s	Months	6			
8	Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments for the contract duration:	Months	6			
	8.1 Hard hats (high density polyethylene & 6-point lining)	Months	6			
	8.2 Overall / work suit (100 % cotton)	Months	6			
	8.3 Safety boots / shoes (steel-toe)	Months	6			
	8.4 Safety gloves	Months	6			
	8.5 Ear plugs/ muffs	Months	6			
	8.6 Dust mask(at least FF2 type / 3 layer)	Months	6			
	8.7 Respirators	Months	6			
	8.8 Cloth Masks	Months	6			
	8.9 Safety goggles	Months	6			
	8.10 Personal fall arrest and rescue equipment with and including life lines and associated equipment	ump Sur	1			
	8.11 High visibility reflective vests and/ or bibs	No	200			
9	Temporary handrails, toe boards other than for access scaffolding	Item	1			
10	Temporary warning signs and symbols	Item	1			
11	SANS approved safety netting (orange colour with minimum of 1200 mm high)	Item	1			
12	Allow for pre-employment medical examinations	Item	1			
13	Sanitizer and sanitizing station for the contract duration	Item	1			
	<u>HEALTH & SAFETY EDUCATION</u>					
14	Allow for all compulsory health and safety training and awareness programme (e.g. Inductions, toolbox Talks, Safety Promotions, H&S related training) including Covi-19	Months	6			
	<u>COVID-19 HEALTH AND SAFETY WORK PRACTICES</u>					
15	Symptom screening of all working on site twice a day	Months	6			
16	Symptom screening of all site visitors upon arrival	Months	6			
	CARRIED TO FINAL SUMMARY					R

SECTION NO 3
BUILDING WORKS

Item No	Quantity	Rate	Amount
<u>BILL NO. 1</u>			
<u>MASONRY</u>			
<u>PREAMBLES</u>			
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>BRICKWORK</u>			
<u>Sizes in descriptions</u>			
Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick			
<u>Face bricks</u>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<u>Pointing</u>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<u>SUPERSTRUCTURE</u>			
<u>FIBRE-CEMENT WINDOW SILLS</u>			
<u>Natural grey sills in single length bedded in class I mortar including metal fixing lugs etc.:</u>			
1	12 x 152mm Wide sills set flat and slightly projecting	m	17
2	Allow for chemically cleaning entire face brickwork	m2	2 200
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 1			
Masonry			

R

Item No	Quantity	Rate	Amount
<u>BILL NO. 3</u>			
<u>ROOF COVERINGS ETC</u>			
<u>PREAMBLES</u>			
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
All roof coverings, etc., to be with a covering of Z275 galvanising. All holes to be drilled and not punched			
Where described as with "Chromadek" finish, all sheets, flashings, etc., shall be with "Chromadek" silicone polyester paint for exterior use			
<u>Sizes</u>			
All items are measured net unless otherwise described			
<u>Flashings, trimming plates, etc.</u>			
Prices to include for all cutting and waste and relevant fixing material, unless otherwise described			
All rates for flashings, trimmings, etc., to include for forming drips and closed ends to troughs of sheet steel roof covering where applicable			
All items are unless otherwise described measured net			
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
<u>0.8mm Galvanised sheet iron, with "Globalcoat" finish one side in:</u>			
1	Standard type FK8 headwall flashing	m	134
2	Standard type FK13 barge or gable board	m	54
Carried Forward to Summary of Section No. 3			R
Section No. 3			
Bill No. 3			
Roof Coverings			

Item No		Quantity	Rate	Amount
	<u>BILL NO. 4</u>			
	<u>CARPENTRY AND JOINERY</u>			
	<u>PREAMBLES</u>			
	For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
	<u>Sundries:</u>			
1	Touch-up two coats creosote on exposed sawn timbers	m2	72	
	<u>SKIRTINGS, DADO RAIL, ETC.</u>			
	<u>Wrot Oak Timber:</u>			
2	22 x 120mm Essential moulding pine skirting (Code: Q03) concealed fixed to the wall with approved adhesives	m	670	
	<u>DOORS, ETC</u>			
	<u>Approved semi-solid hardwood door with masonite backing hung to steel frames:</u>			
3	40mm Door, size 813 x 2032mm high	No	44	
	<u>Approved solid hardwood horizontally slatted double sided meranti timber door with and including weather bar hung to steel frames:</u>			
4	40mm Door, size 914 x 2032mm high	No	12	
5	40mm Rebated double door with equal leaves, overall size 1613 x 2032mm high	No	4	
	<u>FITTINGS, ETC.</u>			
	<u>The following in study tables:</u>			
6	22mm Formica worktop size 1500 x 600mm with oak veneer finish and front edge rounded	No	10	
7	450 x 600mm Drawer with and including sliding rails, handles, etc.	No	10	
	Carried to Collection			R
	Section No. 3			
	Bill No. 4			
	Carpentry & Joinery			

Item No		Quantity	Rate	Amount
8	22mm Thick x 50mm Lip plugged to timber support	m 15		
9	38 x 38mm Timber support plugged	m 15		
10	50 x 50mm SAP timber support cleat plugged to brickwork	m 41		
Carried to Collection				R
Section No. 3				
Bill No. 4				
Carpentry & Joinery				

Section No. 3

Bill No. 4

Carpentry & Joinery

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Bill No. 4

Carpentry & Joinery

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Item No		Quantity	Rate	Amount
	Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations Electrical light fittings, diffusers, panels etc are generally "lay-in" units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof) <u>Flush plastered gypsum plasterboard suspended ceilings</u> Ceilings shall comprise 6,4mm gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface The grid shall be suspended by means of galvanised steel L-section hangers at suitable centres, securely shot-pinned or screwed to concrete, steel or wood <u>Flush plastered gypsum plasterboard suspended bulkheads</u> Bulkheads shall comprise galvanised steel studding of 63,5mm top and bottom tracks with vertical studs at maximum 400mm centres, pop-riveted to the top and bottom tracks with similar additional vertical studs as necessary at abutments, ends, etc and covered as described with plasterboard screwed to studding with drywall screws at maximum 300mm centres. Boards shall be butt jointed and finished with tape and jointing compound and the whole finished with gypsum plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer Descriptions shall be deemed to include any additional studs at ends and intersections, corner beads, cornices at junctions with ceilings, jointing compound, tape, etc			
	Carried to Collection		R	
	Section No. 3 Bill No. 5 Ceilings, Partitioning and Access Flooring			

Item No		Quantity	Rate	Amount
<u>NAILED UP CEILINGS, ETC.</u>				
<u>50mm Insulation blanket closely fitted and laid on top of branderings between roof timbers including lapping, cutting, etc.:</u>				
1	Insulation blanket	m2	500	
<u>9,5mm Rhinoboard ceiling boards 1200mm wide connected with M-strips on 38 x 38mm sawn softwood branderings at 400mm centres in one direction and around edges where required for fixing cornices:</u>				
2	Horizontal ceiling nailed including 38 x 38mm branderings, fixed exceeding 1m below timber trusses but not exceeding 2m	m2	500	
3	Horizontal ceiling nailed including 38 x 38mm branderings, fixed not exceeding 1m below concrete soffit	m2	250	
<u>4mm Thick Nu-Tec ceiling boards 1200mm wide with and including H-type pressed steel jointing strips and 38 x 38mm sawn softwood branderings at 400mm centres in one direction and around edges where required for fixing cornices, securely spiked to roof timbers:</u>				
4	Horizontal ceiling nailed including 38 x 38mm branderings	m2	387	
<u>Coved cornices:</u>				
5	75mm Gypsum coved cornices nailed to wall	m	1 445	
Carried to Collection				R
Section No. 3				
Bill No. 5				
Ceilings, Partitiong and Access Flooring				

Section No. 3

Bill No. 5

Ceilings, Partitiong and Access Flooring

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Section No. 3

Bill No. 5

Ceilings, Partitiong and Access Flooring

Item No	Quantity	Rate	Amount
BILL NO. 6			
<u>FLOOR COVERINGS, PLASTIC LININGS, ETC.</u>			
<u>PREAMBLES</u>			
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Floor coverings and wall linings</u>			
All floor coverings and linings are to be supplied, laid and sealed complete on a cement screed (screed elsewhere) under guarantee by an approved firm of Specialists			
<u>Sealing of joints</u>			
All joints between floor coverings and wall linings to be butted and heat welded ensuring the welding agent bonds to more than 70% of the respective sheet thickness			
All abutments between floor coverings, wall linings, etc. and other members, ie. fittings, skirtings, corner protectors, etc. are to properly sealed with an approved silicon of an approved colour			
Tendered rates must make provision for the above- mentioned as no additional claims in this regards will afterwards be entertained			
<u>FLOOR COVERINGS</u>			
<u>2,5mm Thick "Belgotex Toledo" heavy duty vinyl sheeting laid with approved adhesive according to manufacturers instruction with welded joints:</u>			
1	On floors	m2	360
2	Self levelling screed	m2	360
Carried to Collection			R
Section No. 3			
Bill No. 6			
Floor Covering, Plastic Lining, Etc.			

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Section No. 3

Bill No. 6

Floor Covering, Plastic Lining, Etc.

COLLECTION

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Section No. 3

Bill No. 6

Floor Covering, Plastic Lining, Etc.

R

Item No	Quantity	Rate	Amount
<u>BILL NO. 7</u>			
<u>IRONMONGERY</u>			
<u>PREAMBLES</u>			
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Finishes to ironmongery</u>			
Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:			
BS	- Satin bronze lacquered		
CP	- Chromium Plated		
SC	- Satin Chromium Plated		
SE	- Silver Enamelled		
GE	- Grey Enamelled		
AS	- Anodised Silver		
AB	- Anodised Bronze		
AG	- Anodised Gold		
ABL	- Anodised Black		
PB	- Polished Brass		
PL	- Polished and lacquered		
PT	- Epoxy coated		
SD	- Sanded		
<u>HINGES, BOLTS, ETC</u>			
<u>"Union" or similar approved:</u>			
1	AL8208-180AS/MD Aluminium flush bolt with keep let into concrete	No 8	
2	"AL8208-150AS" 150mm Art 208C91 L/Flush bolt with keep let into concrete	No 12	
3	"Union 2915SC" rebate set	No 6	
4	"QD35 x 85mm-SS" 35mm Deadbolt lock	No 1	
5	"QD35 x 85mm-SS" Spring latch and deadbolt lock	No 3	
Carried to Collection			R
Section No. 3			
Bill No. 7			
Ironmongery			

Item No		Quantity	Rate	Amount
6	"AL8098AS" WC indicator bolt with keep fixed to metal	No 6		
7	"37651LH" Facility indicator bolt LH	No 3		
8	"AL8253AS" Coat hook rubber tipped	No 6		
<u>CATCHES, CABIN HOOKS, ETC.</u>				
9	"ARC1182SS" Adjustable roller catches	No 22		
<u>LOCKS</u>				
<u>The following locks are to be suitable for master and grand master key operation</u>				
<u>"Assa Abloy" or similar approved:</u>				
10	"MG47-IKA" 47mm Padlock interactive	No 2		
11	"MG47-7" Padlock 47 7x7 KD	No 2		
12	"M12 x 18ASC" Cylinder euro double integrator SC KD 66mm 7 pin tumbler with patented keyway	No 191		
13	"M12 x 18ASCKA" Cylinder euro double integrator SC 66mm KA3	No 6		
14	"M12 x 19ASC" 66mm Lock integrated knob cylinder	No 42		
15	"M12 x 20ASC" 32mm Lock integrated single cylinder	No 6		
16	"MKEY7X7" Cylinder key cut	No 84		
17	"L-2115-78SS" Euro-profile cylinder deadlock steel	No 12		
18	"L-2215-78SS/SL" Union mortice sash lock	No 229		
19	Master key	No 8		
20	Grand master key	No 1		
Carried to Collection				R
Section No. 3				
Bill No. 7				
Ironmongery				

Item No			Quantity	Rate	Amount
	<u>HANDLES</u>				
	<u>"Assa Abloy" or similar approved:</u>				
21	"AL5515-111BTAS" Pull handle mounted on push plate	No	31		
22	"AL5D66-06AS" Dove pull handle blank	No	2		
23	"AL5D66L-05AS" Dove pull handle profile	Pairs	187		
24	"AL5512-300BBAS" 300mm pull handle back to back	Pairs	2		
25	"AL6D28-05AS" Aluminium dove lever furniture on narrow stile	Pairs	3		
26	"H-AL6D66L-05AS" Union dove lever furniture halfset left hand euro profile PI	No	21		
27	"SP(146) H-AL6D00L-06A" Dove lever furniture on rose halfset set left hand	No	21		
28	"SP(146) H-AL6D00R-06A" Dove lever furniture on rose halfset set left hand	No	21		
29	"SP-H-AL6D66R-05AS" Union dove lever furniture halfset right hand euro profile P	No	21		
	<u>Sundries:</u>				
30	"AL582RT-05AS" 821RT/C91 Escutcheon profile	Pairs	2		
31	"8852SC" Dust proof strike	No	10		
32	"9002AS" Door stop plugged to floors	No	240		
33	"AL5066-06ASE16" Escape route sign	No	1		
	<u>PUSH PLATES AND KICKING PLATES</u>				
	<u>"Assa Abloy" or similar approved:</u>				
34	300mm x 813mm Wide aluminium kickplate	No	8		
35	300mm x 866mm Wide aluminium kickplate	No	2		
	Carried to Collection			R	
	Section No. 3				
	Bill No. 7				
	Ironmongery				

Item No			Quantity	Rate	Amount
36	152mm x 686mm Aluminium push plate blank engraved FHR	No	12		
37	152mm x 755mm Aluminium push plate with RH euro piercing engraved electrical	No	6		
38	152mm x 686mm Aluminium push plate with LH euro piercing engraved with cleaners pictogram	No	2		
39	152mm x 686mm Aluminium push plate with RH euro piercing engraved with cleaners pictogram	No	2		
40	152mm x 866mm Aluminium push plate blank	No	1		
41	152mm x 755mm Wide blank aluminium push plate	No	6		
42	"AL5023E10-300-LH-05AS" 152mm x 813mm Aluminium push plate engraved male pictogram	No	1		
43	"AL5023E-304-R-05AS" 152mm x 300mm Aluminium push plate engraved with RH euro piercing	No	42		
44	"AL5023E11-300-R-05AS" 152mm x 813mm Aluminium push plate engraved female pictogram	No	1		
45	"AL5023E14-300-06AS" 152mm x 866mm Aluminium push plate engraved disabled pictogram blank	No	1		
<u>BATHROOM FITTINGS</u>					
<u>"Chairman Industries" or similar approved:</u>					
46	32mm Diameter SR5 general purpose rail plugged	No	3		
47	32mm Diameter SR2 stainless steel cistern back grab rail, plugged	No	3		
48	32mm Diameter DL3 stainless steel side grab rail, plugged	No	3		
<u>"Nampak" or similar approved:</u>					
49	"0573 TR3" Toilet roll holder unit	No	46		
50	"529" Wall mounted waste bin	No	2		
Carried to Collection					R
Section No. 3					
Bill No. 7					
Ironmongery					

Item No		Quantity	Rate	Amount
<u>DOOR CLOSERS</u>				
<u>"Assa Abloy" or similar approved:</u>				
51	"Union DC 737 EN3-5 SC" overhead door closer with slide channel and necessary mounting brackets, etc.	No	2	
52	"DC420HO" Cam action floorspring EN3 90 degree HO	No	1	
53	"DC500HD" Cam action closer EN1-4	No	1	
<u>WINDOW BLIND, ETC.</u>				
<u>Perforated silver aluminium venetian blinds with 25 x 0.2mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom track with stainless steel separator pins, cord lock and roller pin to be face fixed to plastered brick work reveals:</u>				
54	To suite window opening size 600 x 1500mm high	No	96	
55	To suite window opening size 600 x 2400mm high	No	4	
56	To suite window opening size 1000 x 900mm high	No	1	
57	To suite window opening size 1000 x 1500mm high	No	72	
58	To suite window opening size 1500 x 900mm high	No	1	
59	To suite window opening size 1800 x 2400mm high	No	3	
<u>CREDIT FOR MATERIAL ON SITE</u>				
<u>Credit amount to be recovered by Employer for the material paid and supplied of complete for ironmongery:</u>				
60	Provide credit amount of R291 675.54 (Two hundred and ninety one thousand six hundred and seventy five rand and fifty five cents) for material procured by the employer			
		Item		-291675.54
Carried to Collection				R
Section No. 3 Bill No. 7 Ironmongery				

Section No. 3

Bill No. 7

Ironmongery

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Bill No. 7

Ironmongery

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Section No. 3

Bill No. 8

Metalwork

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Section No. 3

Bill No. 8

Metalwork

R

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Item No	Quantity	Rate	Amount
<u>BILL NO. 10</u>			
<u>TILING</u>			
<u>PREAMBLES</u>			
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
<u>SUPPLEMENTARY PREAMBLES</u>			
Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect			
<u>Descriptions</u>			
Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
<u>WALL TILING</u>			
<u>600 x 300mm "Union" polished porcelain floor tiles</u> <u>(PC Sum R350.00/m2 delivered to site) laid in</u> <u>straight pattern with approved adhesive with 3mm</u> <u>continous joints on walls:</u>			
1	On walls	m2	598
2	On narrow widths.	m2	15
Carried to Collection			R
Section No. 3			
Bill No. 10			
Tiling			

Item No		Quantity	Rate	Amount
FLOOR TILING				
	<u>600 x 600mm "Union"polished porcelain floor tiles (Code: UTRNZE120AMLS) (PC Sum R420.00/m2 delivered to site) laid to falls in straight pattern with approved adhesive with 3mm continous joints on floor with and including allowance for movement joint at every 3600mm x 3600mm area (movement joint elsewhere measured):</u>			
3	On floors and landings	m2	50	
	<u>600 x 600mm "Union"polished porcelain floor tiles (Code: MML J40) (PC Sum R420.00/m2 delivered to site) laid to falls in straight pattern with approved adhesive with 3mm continous joints on floor with and including allowance for movement joint at every 3600mm x 3600mm area (movement joint elsewhere measured):</u>			
4	On floors and landings	m2	50	
	<u>600 x 600mm "Union"polished porcelain floor tiles (Code: MARAZZI INSTANT) (PC Sum R420.00/m2 delivered to site) laid to falls in straight pattern with approved adhesive with 3mm continous joints on floor with and including allowance for movement joint at every 3600mm x 3600mm area (movement joint elsewhere measured):</u>			
5	On floors and landings	m2	620	
	<u>600 x 600mm "Union"polished porcelain floor tiles (Code: MML RCR74) (PC Sum R420.00/m2 delivered to site) laid to falls in straight pattern with approved adhesive with 3mm continous joints on floor with and including allowance for movement joint at every 3600mm x 3600mm area (movement joint elsewhere measured):</u>			
6	On floors and landings	m2	230	
7	200mm High cut tile skirting	m	1 660	
Carried to Collection				R
Section No. 3				
Bill No. 10				
Tiling				

Item No		Quantity	Rate	Amount
	<u>50 x 50mm "Union" ceramic mosaic sheet size 300 x 300mm fixed mesh side down (PC Sum R150.00/sheet delivered to site) laid to falls in straight pattern with approved adhesive with 3mm continous joints on floor with and including allowance for movement joint at every 3600mm x 3600mm area (movement joint elsewhere measured):</u>			
8	On floors and landings	m2	40	
	<u>MOVEMENT JOINT</u> <u>"Kirk Marketing Type AMJ 100" or similar approved aluminium section movement joint cover:</u>			
9	10mm Joint forming material in movement joints	m	950	
Carried to Collection				R
Section No. 3				
Bill No. 10				
Tiling				

Section No. 3

Bill No. 10

Tiling

COLLECTION

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Section No. 3

Bill No. 10

Tiling

R

Item No		Quantity	Rate	Amount
	<u>BILL NO. 11</u>			
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>			
	<u>PREAMBLES</u>			
	For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
	<u>Pre-cast concrete gulleys:</u>			
1	150mm Gulley not exceeding 2000mm deep	No 4		
	<u>SANITARY FITTINGS</u>			
	<u>"Vaal" or similar approved:</u>			
2	Vaal sanitaryware "Cameo" 595 x 455 x 205mm ceramic fireclay drop-in vanity basin colour white (Code: 702803WH) with one taphole including chainstay hole and flexible overflow tube attachment (Code: 8784Z000), fitted into opening in vanity top and sealed with silicon sealant where basin rim meets vanity top	No 34		
3	Lavatera wall hung bowl urinal with top inlet (code 705426) and exposed flushvalve and with CP domical grating, complete with spreader fixed on and including two wall hanger brackets	No 4		
4	Vaal sanitaryware "Afsan" vitreous china 90 degrees outlet low level washdown pan colour white (Code: 750600WH), overall size 460 x 360 x 355mm high with B2 economy double flap thermoset seat (Code: 8517Z020) with exposed back inlet flushvalve (Code: FJ2.210)	No 38		
	<u>Vanity top made on 25mm polished "Rustenburg black" granite slab with one cut out to accommodate the "Cameo" type basin with front vertical panel 250mm deep, with and including 100mm high splashback and steel support brackets:</u>			
5	Vanity size 900 x 550mm fixed to steel support	No 14		
	Carried to Collection		R	
	Section No. 3			
	Bill No. 11			
	Plumbing and Drainage (Provisional)			

Item No		Quantity	Rate	Amount
	<u>WASTE UNIONS, ETC.</u>			
	<u>"Cobra 316" unslotted waste and plug with chain:</u>			
6	38mm "Cobra 316" unslotted waste and plug with chain.	No 43		
	<u>TRAP, ETC.</u>			
7	32mm Cobra 365/40 Bottle trap	No 43		
8	32 x 40mm CP urinal bottle trap	No 4		
	<u>"Rofo" or similar approved:</u>			
9	RO 100 shower trap with grating	No 22		
10	RO 125 V (H) NW 50 stainless steel floor trap with grating	No 8		
	<u>"Saint-Gobain" or similar approved fullbore outlet:</u>			
11	"Code 3530"180 Degrees full-flow roof outlet	No 4		
	<u>TAPS, VALVES, ETC.</u>			
	<u>'Cobra Watertech':</u>			
12	15mm "Capstan" deck mounted basin mixer (Code: CS-294CP) with click waste, installed in accordance with the manufacturer's recommendation	No 41		
13	Chrome plated junior flushmaster exposed flush valve (Code: FJ2.210), installed in accordance with the manufacturer's recommendation	No 49		
14	Square pattern elbow action pillar taps (code 505-21)	No 2		
15	232/350 Angle regulating valve	No 74		
16	Exposed top inlet flushvalve FJ. 6000	No 4		
17	5mm Outlet x 215mm long with 27mm offset urinal flush pipe (Code: FJT5.5).	No 4		
18	"Concorde" shower head (Code: 068J) with classic spray and balljoint connector	No 37		
	Carried to Collection		R	
	Section No. 3			
	Bill No. 11			
	Plumbing and Drainage (Provisional)			

Item No		Quantity	Rate	Amount
<u>SANITARY PLUMBING</u>				
<u>Soil waste and vent and fitting shall be solvent welded jointed:</u>				
<u>uPVC pipes</u>				
19	50mm Pipes.	m	70	
20	50mm BSP adaptor	No	20	
<u>Extra over uPVC pipes for fittings:</u>				
21	50mm Bend.	No	11	
22	50mm IE Bend	No	11	
23	50mm Vent valve	No	41	
<u>WATER SUPPLIES</u>				
<u>CLASS O COPPER PIPES</u>				
24	15mm Pipes.	m	65	
25	22mm Pipes.	m	35	
<u>Extra over class 0 copper pipes for capillary fittings:</u>				
26	15mm Fittings	No	10	
27	22mm Fittings	No	5	
<u>TESTING</u>				
28	Testing water supply system		Item	
<u>WATER CONNECTION</u>				
29	Allow an amount for connecting existing water supply to the building		Item	
Carried to Collection				R
Section No. 3				
Bill No. 11				
Plumbing and Drainage (Provisional)				

Section No. 3

Bill No. 11

Plumbing and Drainage (Provisional)

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Section No. 3

Bill No. 11

Plumbing and Drainage (Provisional)

Item No		Quantity	Rate	Amount
	BILL NO. 12			
	GLAZING			
	PREAMBLES			
	For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
	<u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u>			
	<u>6mm Silvered float glass copper backed mirrors with 10mm bevelled and polished edges, fixed to wall with dome capped mirror screws:</u>			
1	Mirror 600 x 900mm high	No	43	
				R
Carried Forward to Summary of Section No. 3				
Section No. 3				
Bill No. 12				
Glazing				

Item No		Quantity	Rate	Amount
	<u>BILL NO. 13</u>			
	<u>PAINTWORK</u>			
	<u>PREAMBLES</u>			
	For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Where described as "prepare, etc, as specified", the full specification for all painting application, primers, undercoats, preparation, etc. are to be strictly in accordance with the relevant Manufacturers' Specification and prices must allow therefor			
	<u>PAINT ON NEW WORKS</u>			
	<u>ON PLASTERED WALLS</u>			
	<u>Prepare, stop and apply one coat plaster primer and two coats "Plascon" Double Velvet paint:</u>			
1	Internal plastered walls	m2	2 952	
	<u>ON ASBESTOS CEMENT, ETC.</u>			
	<u>Prepare and apply one coat plaster primer and two coats of "Plascon" PVA paint on:</u>			
2	Ceilings	m2	1 530	
	<u>ON METAL</u>			
	<u>Prepare, touch up factory primer and apply one coat universal undercoat and two full coats "Plascon" Velvaglo paint:</u>			
3	Pressed steel door frames	m2	305	
4	On steel columns	m2	201	
5	On balustrate panel (both sides measured flat)	m2	278	
	Carried to Collection			R
	Section No. 3			
	Bill No. 13			
	Paintwork			

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Section No. 3

Bill No. 13

Paintwork

COLLECTION

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Section No. 3

Bill No. 13

Paintwork

Item No		Quantity	Rate	Amount
<u>BILL NO. 14</u>				
<u>EXTERNAL WORKS - ALL TRADES</u>				
<u>(PROVISIONAL)</u>				
<u>PREAMBLES</u>				
For preambles see " Construction Works: Specification; General specification (PW371-A) Edition 2.0"				
<u>THE FOLLOWING TO APRONS:</u>				
1	Excavate in earth to reduce ground levels	m3	36	
2	Cart away surplus material from excavations to a dumping site to be located by the contractor	m3	36	
3	Compaction of ground surface under aprons, etc including adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	243	
4	Ant poisoning surface of ground under aprons	m2	243	
5	25MPa Concrete to aprons cast in panels	m3	24	
6	Extra over concrete for thickening size 300mm deep	m	243	
7	Finishing top surfaces of concrete with a wooden float	m2	243	
8	10mm Expansion joint with bitumen impregnated between vertical concrete and brickwork surfaces	m	81	
Carried Forward to Summary of Section No. 3				R
Section No. 3				
Bill No. 14				
External Works (Provisional)				

SECTION SUMMARY - SECTION 3 - BUILDING WORKS			Page No	Amount
Bill No				
1	Masonry	181		
2	Waterproofing	182		
3	Roof Coverings	183		
4	Carpentry & Joinery	186		
5	Ceilings, Partitiong and Access Flooring	190		
6	Floor Covering, Plastic Lining, Etc.	193		
7	Ironmongery	199		
8	Metalwork	202		
9	Plastering	203		
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11	Plumbing and Drainage (Provisional)	211		
12	Glazing	212		
13	Paintwork	215		
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SECTION NO 4
ELECTRICAL WORKS

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STUDENTS' RESIDENCE
ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NO1: PRELIMINARY AND GENERAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1.1	In accordance with the Conditions of Contract, provide for all expenses, obligations and general items pertaining to such conditions and all items not specifically specified or mentioned to enable the works to be completed in a satisfactory manner.				
1.1.1	Fixed Portion	Item	1		
1.1.2	Variable with contract period	Item	1		
1.1.3	Variable with contract price	Item	1		
1.2	SECURITY Security for the full contract period	Item	1		
1.3	STAFF CLOTHING The Bidder must price for his staff to wear distinctive overalls / work clothes, bibs and hard hats at all times on site, for the duration of the contract, name tags must be provided to all the employees on site, whether in work clothes or not.	item	1		
1.4	HEALTH AND SAFETY PLAN Provide a Health and Safety Plan in accordance with the OHS Act Construction Regulations, attend H&S meetings as required, report on compliance with H&S Plan, appoint H&S representative and manage H&S Plan for the duration of the contract.	item	1		
1.5	CONTRACT MANAGEMENT Full time contract management and supervision of the works including liaison with Principal Contractor, other Subcontractors, meetings and submission of installation programme including weekly revisions thereto from time to time or as may be required by the Principal Contractor or Employer.	item	1		
1.6	AS-BUILT DRAWINGS with OPERATIONS AND MAINTENANCE MANUALS Provide a complete set of As-built drawings and provide three sets of O&M The Sub Contractor must mark a complete set of drawing with all changes made on the latest revised drawings issued by the Electrical Engineer. The contractor must arrange for a meeting with the Electrical Engineer to discuss the mark-up drawings. The Electrical contractor as well as the Foreman on site that was responsible for the works on site. All devices, device addresses, isolator positions and cable configuration must be indicated in the drawings	item	1		
1.7	CLEAN AND RESTORATION OF SITE Cleaning and restoration of the site during construction and after completion to the satisfaction of the Engineer and client.	item	1		
1.8	COC CERTIFICATES On completion of each distribution board installation etc. as required in terms of the regulations, issue a Certificate of Compliance for each of the installations provided.	item	1		
1.9	GUARANTEE and MAINTENANCE PERIOD Allow for free maintenance during the guarantee period of 12 months for all defects in equipment, material and workmanship excluding wear and tear and normal maintenance. (excluding replacement of lamps) COMMENCEMENT DATE -to be advised COMPLETION DATE - to be advised	item	1		
	TOTAL CARRIED TO SUMMARY PAGE				

STUDENTS' RESIDENCE
ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NO2: LV RETICULATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
NOTE: The complete installation must comply SANS 0142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is to be price.						
2.1	LV RETICULATION					
2.1.1	Supply and install new main Distribution board (as per the drawing)	each	1			
2.1.2	Supply and install new mechanical power Distribution board (as per the drawing)	each	1			
2.2	CABLES, CONDUCTORS & SLEEVES					
2.2.1	Supply and install PVC insulated amoured copper cables					
2.2.1.1	95mm ² 4 core PVC insulated copper cable	meter	150			
2.2.1.2	70mm ² 4 core PVC insulated copper cable	meter	250			
2.2.1.3	25mm ² 4 core PVC insulated copper cable	meter	400			
2.2.1.4	16mm ² 4 core PVC insulated copper cable	meter	200			
2.2.1.5	6mm ² 3 core PVC insulated copper cable	meter	500			
2.2.2	Supply and install bare copper earth conductor					
2.2.2.1	70 mm ² bare copper earth cable	meter	150			
2.2.2.2	35mm ² bare copper earth cable	meter	250			
2.2.2.3	16mm ² bare copper earth cable	meter	400			
2.2.2.4	10mm ² bare earth copper cable	meter	200			
2.2.2.5	6mm ² bare earth copper cable	meter	500			
2.2.3	GLANDS AND SHROUDS					
2.2.3.1	70mm ² 4 core PVC insulated copper cable	each	2			
2.2.3.2	25mm ² 4 core PVC insulated copper cable	each	8			
2.2.3.3	16mm ² 4 core PVC insulated copper cable	each	8			
2.2.3.4	6mm ² 3 core PVC insulated copper cable	each	24			
2.2.4	GLANDS AND SHROUDS (Earth bare)					
2.2.4.1	35mm ² bare copper earth cable	each	2			
2.2.4.2	16mm ² bare copper earth cable	each	8			
2.2.4.3	10mm ² bare earth copper cable	each	8			
2.2.4.4	6mm ² bare earth copper cable	each	24			
2.2.5	CABLE MARKERS & WARNING TAPES					
2.2.5.1	Cable markers for cable routes indication	each	10			
2.2.5.2	Cable warning tape	meter	500			
2.3	SUPPLY & INSTALL PVC SLEEVES					
2.3.1	110 diameter	meter	200			
2.3.1	50 diameter	meter	200			
2.4	TRENCHING AND EXCAVATIONS (600mm wide & 800mm deep)					
2.4.1	Pickable soil	m ³	500			
2.4.2	Bedding	m ³	500			
2.4.3	Backfilling	m ³	500			
2.4.4	Install 600x600x800mm manhole	each	6			
2.5	SECURITY LIGHTING					
2.5.1	Supply and install LED projector light as per drawing and lighting schedule (rate to include 6m high steel galvanised pole)	each	10			
TOTAL CARRIED TO SUMMARY PAGE						

STUDENTS' RESIDENCE
ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NO3 : STUDENTS RESIDENTIAL GROUND FLOOR ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
NOTE:	The complete installation must comply SANS 0142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is to be price.					
3.1	CONDUITS					
3.1.1	Supply and install pipes including short lengths jointing, sweeping bends, buses, locknuts, roundboxes etc.:					
3.1.1.1	20mm diameter steel pipe	meter	100			
3.1.1.2	25mm diameter steel pipe	meter	50			
3.1.1.3	25mm diameter copex conduit	meter	25			
3.1.2	Supply and install steel galvanised walls boxes:					
3.1.2.1	100mm x 50mm x 50mm deep	each	25			
3.1.2.2	100mm x 100mm x 50mm deep	each	10			
3.1.2.3	Supply and install 1,6mm diameter steel galvanised draw wires drawn into conduit/sleeves:	meter	100			
3.1.2.4	Supply and install 100mm x 100mm blank cover plates	each	5			
3.1.2.5	Supply and install 4 way PVC round boxes	each	20			
3.1.2.6	Supply and install 100mm X 50 blank plates	each	10			
3.2	ELECTRICAL CABLE MANAGEMENT & TRUNKING					
3.2.1	Supply, Install, Test and Commission Galvanised unistrut suspended from structure in the roof. Fixings not to exceed 4m including galvanized steel cover (Rates to include: Tees, Bends, 4 ways, ends and all other accessories)					
3.2.1.1	P9000 Unistrut	m	20			
3.2.1.2	P8000 Unistrut	m	3			
3.2.1.3	P2000 Unistrut	m	3			
3.3	Power Skirting Aluminium:(To include All: elbows, corners sections, T-sections & end caps)					
3.3.1	Cabstrut N8/P803, 2-way with 2 cover plates & divider	m	0			
3.4	DISTRIBUTION BOARDS (Supply and install distribution boards as indicated in the drawings)					
3.4.1	DB-RG1	each	1			
3.4.2	DB-RG2	each	1			
3.4.3	DB-RG3	each	1			
3.5	CONDUCTORS					
3.5.1	Supply and install 600/1000Volt PVC insulated stranded copper conductors drawn into conduits, etc.:					
3.5.1.1	2.5mm ²	meter	3000			
3.5.1.2	4mm ²	meter	2000			
3.5.1.3	6mm ²	meter	200			
3.5.2	Earth Wire					
3.5.2.1	2.5mm ²	meter	2500			
3.5.2.2	4mm ²	meter	100			
3.6	SWITCH SOCKETS					
	Supply, install and connect switch sockets in flush mounted boxes, complete with cover plates: (All normal plug to come with red toggle)					
3.6.1	New 16 Amp Single socket Normal	each	20			
3.6.2	New 16 Amp sinle dedicated socket on the wall	each	5			
3.6.3	New 16 Amp Double Sockets Normal	each	100			
3.6.4	New 16 Amp Single socket Normal on power skirting	each	1			
3.6.5	New 16 Amp Single dedicated socket Normal on power skirting	each	1			
3.6.6	New 5 Amp single unswitched Socket (on 60mm steel round box for light fittings)	each	200			
3.6.7	Cluster unit (with 1x16A 3-pin sso, 1x16A 3-pin dedicated sso, 1xRJ11 and 1xRJ45)	each	1			
3.7	SWITCHES					
3.7.1	Supply, install and connect light switches in flush mounted boxes, complete with cover plates:					
3.7.1.1	New 16 Amp 1 -lever / 1-way	each	90			
3.7.1.2	New 16 Amp 2 -lever / 1-way	each	5			
3.7.1.3	New 16 Amp 1 - lever /2-way	each	5			
3.7.1.4	16 Amps Motion Sensor	each	25			
3.7.1.5	Day light switch/photocell	each	0			
3.8	ISOLATORS					
3.8.1	New single phase 30 Amp Isolators	each	15			
3.8.2	New Single phase 60A isolator	each	10			
3.8.3	New three phase 30 Amp Isolators	each	10			
3.8.4	New three phase 60A isolator	each	10			
3.8.5	New three phase 80A isolator	each	10			
3.8.6	New three phase 100A isolator	each	10			
3.8.7	New EUROLUX Extractor Fan With 40W Motor, 10 Inch	each	2			
AMOUNT CARRIED FORWARD						

ELECTRICAL INSTALLATION BILL OF QUANTITIES

BILL NO3 : STUDENTS RESIDENTIAL GROUND FLOOR ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	AMOUNT BROUGHT FORWARD					
3.9	LUMINAIRES					
3.9.1	Supply, install and connect luminaires complete with lamps, fixings, brass screws, washers, etc.: (See designs for luminaire spec and schedule of luminaires).					
3.9.1.1	Type D1	each	100			
3.9.1.2	Type D2	each	74			
3.9.1.3	Type D3	each	30			
3.9.1.4	Type B3	each	60			
3.9.1.5	Type C1	each	20			
3.9.1.6	Type C8	each	25			
3.9.1.7	Type H1	each	30			
3.9.1.8	Type E	each	5			
3.9.1.9	Type A	each	10			
3.9.1.10	Type A1	each	5			
3.9.1.11	Type B6	each	5			
3.10	TELECOMMUNICATION AND DATA					
3.10.1	RJ11 blank on power skirting	each	0			
3.10.2	RJ45 blank on power skirting	each	0			
3.10.3	300 x 300mm telephone box	each	1			
3.11	BONDING					
3.11.1	Earthing of all buildings to comply with the latest SANS1 0142, Code of Practice for The Wiring of Premises as amended, Bonding of all hot, cold and waste pipes complete with 12,5mm x 1mm thick solid or perforated copper tape including fixings, brass screws, nuts, washers etc.: Also include for the earth mat with earth spikes	item	2			
3.12	EARTHING AND LIGHTNING PROTECTION					
NOTES	(a) The earthing & lightning protection installation shall be strictly as per the latest SANS Specifications, these are available from the SABS, and the onus is on the contractor to acquire his /her own copy: (b) Install SABS Approved earthrods (1,5m in length, 16mm Dia copper plated) in pre-drilled holes (55mm Dia) as per marked up column drawing. (c) Connect the earthrod via 50mm² Insulated Copper wire & wire rope clamps/u-bolts to the rebar of the column. (d) The 50mm² Insulated Copper wire must be laid in a trench 500mm in depth & the copper must be connected to the earthrod via electrothermic welding. (e) All pre-drilled holes must be backfilled with conductive cement, as per supplier's specification. (f) The roof should be bonded every 20m to the column via 50mm² Insulated Copper wire (connected to the rebar & connected to the zinc roof. (g) Bond to the side of the roof via 9.5mm Dia Aluminium or should there be a concrete slab, run flat aluminium (1mm x 25mm) and bond it to the zinc roof. (h) Make sure that all metal objects are linked to the External lightning protection system. (i) Install a link cable (50mm² Insulated Copper & earthrods every 20m to ALL substations/MIN-SUBSTATIONS.) Link the cable to the earthbar of the mini substation (Will be used as a test link).					
3.13	GROUND FLOOR					
3.13.1	Install 1,5m SABS Approved earthrods at a depth off 500mm below ground level	each	24			
3.13.2	50mm ² Insulated Copper wire	meter	144			
3.13.3	Bond to test point as per drawing.	each	24			
3.13.4	Electrothermic /Exothermic connection	each	48			
3.13.5	Trenching in soft rock	meter	20			
3.13.6	Galvanised Conduit 25mm diameter	meter	48			
3.13.7	Conductive Cement	each	24			
3.13.8	55mm Diameter Pre-Drilled Holes	each	24			
3.13.9	Bond to DB	each	4			
3.14	ROOF					
3.14.1	Galvanised Conduit 25mm diameter	meter	48			
3.14.2	Aluminium 9.5mm ² Diameter installed in conduit	meter	100			
3.14.3	Bond to steel structure and roof	each	48			
3.14.4	Aluminium 9.5mm ² Diameter installed on saddles	meter	100			
3.14.5	Aluminium Bonds	each	48			
3.15	COMPLETE TESTING AND CERTIFICATION					
3.15.1	Certification of the all earthing & lightning protection by specialist.	item	2			
3.16	TESTING AND COMMISSIONING					
3.16.1	Inspections, testing and handing over of the complete installation in the presence of the Engineer and certify the results on the Certificate of compliances by an accredited person.	Sum	1			
	AMOUNT BROUGHT FORWARD TO SUMMARY					

STUDENTS' RESIDENCE

ELECTRICAL INSTALLATION BILL OF QUANTITIES

BILL NO4 : STUDENTS RESIDENTIAL FIRST FLOOR ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
NOTE:	The complete installation must comply SANS 0142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is to be price.					
4.1	CONDUITS					
4.1.1	Supply and install pipes including short lengths jointing, sweeping bends, buses, locknuts, roundboxes etc.:					
4.1.1.1	20mm diameter steel pipe	meter	100			
4.1.1.2	25mm diameter steel pipe	meter	100			
4.1.1.3	25mm diameter copex conduit	meter	50			
4.1.2	Supply and install steel galvanised walls boxes:					
4.1.2.1	100mm x 50mm x 50mm deep	each	10			
4.1.2.2	100mm x 100mm x 50mm deep	each	10			
4.1.2.3	Supply and install 1,6mm diameter steel galvanised draw wires drawn into conduit/sleeves:	meter	100			
4.1.2.4	Supply and install 100mm x 100mm blank cover plates	each	10			
4.1.2.5	Supply and install 4 way PVC round boxes	each	100			
4.1.2.6	Supply and install 100mm X 50 blank plates	each	10			
4.2	ELECTRICAL CABLE MANAGEMENT & TRUNKING					
4.2.1	Supply, Install, Test and Commission Galvanised unistrut suspended from structure in the roof. Fixings not to exceed 4m including galvanized steel cover (Rates to include: Tees, Bends, 4 ways, ends and all other accessories)					
4.2.1.1	P8000 Unistrut	m	10			
4.2.1.2	P8000 Unistrut	m	5			
4.2.1.3	P2000 Unistrut	m	5			
4.3	Power Skirting Aluminium:(To include All: elbows, corners sections, T-sections & end caps)					
4.3.1	Cabstrut N8/P803, 2-way with 2 cover plates & divider	m	0			
4.4	DISTRIBUTION BOARDS (Supply and Install distribution boards as indicated in the drawings)					
4.4.1	DB-RF1	each	1			
4.4.2	DB-RF2	each	1			
4.5	CONDUCTORS					
4.5.1	Supply and install 600/1000Volt PVC Insulated stranded copper conductors drawn into conduits, etc.:					
4.5.1.1	2.5mm ²	meter	3000			
4.5.1.2	4mm ²	meter	2000			
4.5.1.3	6mm ²	meter	200			
4.6	Earth Wire					
4.6.1	2.5mm ²	meter	2500			
4.6.2	4mm ²	meter	100			
4.7	SWITCH SOCKETS					
	Supply, install and connect switch sockets in flush mounted boxes, complete with cover plates: (All normal plug to come with red toggle)					
4.7.1	New 16 Amp Single socket Normal	each	20			
4.7.2	New 16 Amp sinle dedicated socket on the wall	each	5			
4.7.3	New 16 Amp Double Sockets Normal	each	100			
4.7.4	New 16 Amp Single socket Normal on power skirting	each	1			
4.7.5	New 16 Amp Single dedicated socket Normal on power skirting	each	1			
4.7.6	New 5 Amp single unswitched Socket (on 60mm steel round box for light fittings)	each	200			
4.7.7	Cluster unit (with 1x16A 3-pin sso, 1x16A 3-pin dedicated sso, 1xRJ11 and 1xRJ45)	each	1			
4.8	SWITCHES					
4.8.1	Supply, install and connect light switches in flush mounted boxes, complete with cover plates:					
4.8.1.1	New 16 Amp 1 -lever / 1-way	each	90			
4.8.1.2	New 16 Amp 2 -lever / 1-way	each	5			
4.8.1.3	New 16 Amp 1 - lever /2-way	each	5			
4.8.1.4	16 Amps Motion Sensor	each	25			
4.8.1.5	Day light switch/photocell	each	2			
	AMOUNT CARRIED FORWARD					

ELECTRICAL INSTALLATION BILL OF QUANTITIES

BILL NO4 : STUDENTS RESIDENTIAL FIRST FLOOR ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
	AMOUNT BROUGHT FORWARD					
4.9	ISOLATORS					
4.9.1	New single phase 30 Amp Isolators	each	15			
4.9.2	New Single phase 60A isolator	each	10			
4.9.3	New three phase 30 Amp Isolators	each	10			
4.9.4	New three phase 60A isolator	each	10			
4.9.5	New three phase 80A isolator	each	10			
4.9.6	New three phase 100A isolator	each	10			
4.10	LUMINAIRES					
	Supply, install and connect luminaires complete with lamps, fixings, brass screws, washers, etc.: (See designs for luminaire spec and schedule of luminaires).					
4.10.1	Type D1	each	100			
4.10.2	Type D2	each	74			
4.10.3	Type D3	each	30			
4.10.4	Type B3	each	60			
4.10.5	Type C1	each	20			
4.10.6	Type C8	each	25			
4.10.7	Type H1	each	30			
4.10.8	Type E	each	5			
4.10.9	Type A	each	10			
4.10.10	Type A1	each	5			
4.10.10	Type B6	each	5			
4.11	TELECOMMUNICATION AND DATA					
4.11.1	RJ11 blank on power skirting	each	0			
4.11.2	RJ45 blank on power skirting	each	0			
4.11.3	300 x 300mm telephone box	each	1			
4.12	BONDING					
	Earthing of all buildings to comply with the latest SANS10142, <i>Code of Practice for The Wiring of Premises</i> as amended. Bonding of all hot, cold and waste pipes complete with 12,5mm x 1mm thick solid or perforated copper tape including fixings, brass screws, nuts, washers etc.: Also include for the earth mat with earth spikes					
4.12.1		item	2			
4.13	TESTING AND COMMISSIONING					
	Inspections, testing and handing over of the complete installation in the presence of the Engineer and certify the results on the <i>Certificate of compliances by an accredited person.</i>					
4.13.1		Sum	1			
	AMOUNT BROUGHT FORWARD TO SUMMARY					

STUDENTS' RESIDENCE
ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NOS : STUDENTS RESIDENTIAL FIRE DETECTION INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	TOTAL
NOTE: The Fire detection installation must be installed in to an electronic containment. Therefore the contractor is advised to study the specification and drawings before installation.						
5.1	FIRE DETECTION					
5.1.1	Smoke detectors	Each	182			
5.1.2	Heat detectors	Each	16			
5.1.3	Manual Call Points	Each	2			
5.1.4	Gas Detectors	Each	4			
5.1.5	4 loop 16 Zone fire panel(main panel)	Each	2			
5.1.6	Global repeater slave panel	Each	2			
5.1.7	Battery	Each	2			
5.1.8	Loop powered sounders	Each	2			
5.1.9	System configuration(Programming)	Each	2			
5.1.10	Wiring and cabling	meter	2500			
5.1.11	Breack glass unit	Each	12			
5.2	CCTV and Access control					
5.2.1	Management Sever and storage					
5.2.1.1	Supply and Install of 17 Processor 16TB HDD (3xLogic)	each	1			
5.2.1.2	VIGIL Server IP Camera licence	each	1			
5.2.1.3	Supply and Install of TGNET P3026 24 port GB Layer2 Switch 2 1000base SFP rackmount POE af/at	each	1			
5.2.2	Viewing stations and Areas camera					
5.2.2.1	Supply and Install of VIGIL Client virtual switch 3 VGA Monitor output	each	2			
5.2.2.2	Supply and Install of Samsung 40" LED TV Full HD	each	2			
5.2.2.3	Supply and Install of HIK IP Bullet 2 MP IR Varifocul 2.8-12 MM Lens	each	5			
5.2.2.4	Supply and Install of HIK IP DOME 2MP 30M IR 4MM Lens vandal proof camera	each	18			
5.2.2.5	Supply and install Coaxial Video Cable + DC Power Cable	meter	2000			
5.2.2.6	Supply and Install of CAT6 PRO 305 M Pull Box	each	4			
5.2.2.7	Supply and install 1.5 KVA UPS	each	1			
5.2.2.8	Supply and install 7-9 Amp 12 V DC Power Supply	each	5			
5.3	Access control					
5.3.1	SACO Software:					
5.3.1.1	Access Control	item	1			
5.3.1.2	Standard Clock Engine	item	1			
5.3.1.3	Terminal	item	1			
5.3.1.4	BPA	item	3			
5.3.2	Server & Software					
5.3.2.1	(PC for Server) Pentium 4.1 GB DDR2-800 DIMM, 250 GB Seagate 17" Monitor. Hard Disk, Mecer DVD Re-Write, Windows 2010 Standard	item	1			
5.3.2.2	SQL Server Standard Edition 2008	item	1			
5.3.2.3	Pentium 43.2 GHZ, 160Gig HDD, 1.44FDD,1Gig RAM,17" SVGA Monitor Windows XP	item	1			
5.3.3	Reader & Access control Equipment					
5.3.3.1	Enrolment Reader	each	1			
5.3.3.2	Mifare readers	each	5			
5.3.3.3	Steel protection box	each	5			
5.3.3.4	Power supply with battery back-up	each	5			
	AMOUNT CARRIED FORWARD					

ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NO5 : STUDENTS RESIDENTIAL FIRE DETECTION INSTALLATION

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SUMMARY PAGE

[illegible]

SECTION NO 5
MECHANICAL WORKS

[illegible]

FINAL COLLECTION PAGE - STUDENTS RESIDENCE

ITEM	Description	Amount
1	Preliminaries and General	
2	Complete HVAC Installation Work	
3	Total	
	VAT	
	TOTAL INCLUDING VAT	

Item No.	Description	Unit	Qty.	Unit Rate (ZAR)	Payment Received	TOTAL COST (ZAR)
Item	BILL N° 1 :					
1.1	Establishment of temporary site	Item	1			
1.2	SHE Requirements	Item	1			
1.3	Storage, transports, plants and tools etc.	Item	1			
1.4	Accommodation and meals	Item	1			
1.5	Protection of Installation	Item	1			
1.6	Site meetings	Ea.	3			
1.7	Installation - shop drawings	Item	1			
1.8	Labeling of equipment	Item	1			
1.9	Quality assurance systems	Item	1			
1.10	Commissioning and performance testing	Item	1			
1.11	Variations to tender proposed by the tenderer	Item	1			
1.12	Operation and maintenance manuals	Item	1			
1.13	Provision of Drawings and documents	Item	1			
1.14	Any necessary calculations requested by the engineer	Item	1			
1.15	Inspection and testing certificates	Item	1			
1.16	Employer's particular requirements and obligation of contractor	Item	1			
1.17	Instructing and training the employer's staff in operation of system and equipment prior to hand over to the Client	Item	1			
	Total for Bill N° 1 carried forward to Collection page:					

Item No.	Description	Unit	Qty.	Unit Rate (ZAR)	TOTAL COST (ZAR)
	BILL NUMBER 2: HVAC INSTALLATION:				
	Refer to drawing THS-ME-11 and Equipment schedule				
	Supply, install, test, commission and handover complete Mechanical HVAC Systems as shown on the relevant drawings and detailed in the specification summarised as follows:				
	AIR CONDITIONING SERVICES				
	Supply & install Ducted Hide-Away Indoor Units (2 pipe heat pump) c/w filter and fresh air intake as scheduled and specified following code:				
2.1	ACDRM10 - 12kW - Ducted Hideaway Unit @ Recreational Facility	No.	2		
2.2	Supply and install 2.5 kW Air-cool Inverter Split system at melon's residence	No.	2		
	U. Refrigerant piping (20m hard drawn copper) and fittings		1		
	Remote controllers 2 No. each		1		
	Electrical cabling (3 Core PVC X 20m) and plug		1		
	Drainage collection piping to drain (25mm uPVC x 20m)		1		
	Trunking for cabling and piping (20m Length)		1		
	Supply and install Condensing Outdoor Units (2 pipe heat pump type) as scheduled and specified:				
2.3	ACDRM10 - 22.5kW	No.	1		
2.4	Supply and install Condensing outdoor unit (4.65 kW cooling and heating) to supply ceiling cassettes at melon residence c/w electrical connections and all accessories	No.	0		
2.5	Supply & install Thermostat Master wall mounted 3 position fan speed with heat/cool and set point controller, display.	No.	1		
2.6	Supply & install Thermostat Individual wall mounted 3 position fan speed with heat/cool and set point controller, display.	No.	1		
2.7	Supply & install Drain Pan c/w 15 mm copper pipe outlet to connect drain pan to condensate main	Item	0		
2.8	Supply & install 3 Core PVC Flexible Electrical Cable with plug (approximately 3 m per indoor unit) and cable conduit connection within trunking to electrical outlet	Item	2		
2.9	Supply & install Refrigerant Pipework (hard drawn copper pipework, on cable tray in suspended ceiling and, where exposed, in enclosed trunking between indoor and outdoor units, both for gas and liquid lines, c/w installation, clips and accessories)	Item	1		
2.10	Supply and install Condensate Drain pvc Pipework, complete with fittings, hangers and supports, as shown on the drawings:	Item	1		
2.11	Flushing & Pressure Testing of Refrigeration Pipework	Item	1		
2.12	Charge the Refrigeration system and setting to work	Item	1		
2.13	Final electrical connections to provided lockable outdoor mounted isolators, c/w cables and fittings	Item	1		
2.14	Equipment and pipework labelling	Item	1		
2.16	Supply & install Supply Air Diffusers (595x595mm) c/w acoustically insulated plenum box, butterfly damper and side spigot, as scheduled and specified:	No.	8		
	SG01				
	Supply & install Eggcrate Return Air Diffusers (595x595mm) c/w acoustically insulated plenum box, butterfly damper and side spigot, as scheduled and specified:				
2.18	RG01	No.	4		
	Supply and install Opposed Blade Volume Control Dampers as shown on the drawing and detailed in the schedules				
2.2	Ø200mm	No.	1		
	Supply and install Extract Door Grilles as shown on the drawing and detailed in the schedules				
2.21	OG01 - 350x350mm	No.	2		
2.22	OG02 - 350x350mm	No.	1		
	Supply and install Extract Duct Valves as shown on the drawing and detailed in the schedules				
2.23	DV - Ø200mm	No.	10		
	Supply and install Air Fans c/w electronic speed controller, flexible connection, matching attenuators as shown on the drawing and detailed in the schedules:				
2.25	FAF02 - 232/s @ 100kPa	No.	1		
2.26	EFA01 - 630/s @ 150kPa	No.	1		
	Supply & install 0.6mm Gauge Insulated Galvanized Supply, Fresh, Return Air Ductwork complete with fittings, supports and fixtures as follows:				
2.29	400x350mm	m	5		
2.31	300x300mm	m	18		
2.32	300x300mm	m	4		
2.33	250x250mm	m	6		
2.34	Ø250mm	m	28		
	Supply & install 0.6mm Gauge Uninsulated Galvanized Extract Air Ductwork complete with fittings, supports and fixtures as follows:				
2.36	400x400mm	m	6.5		
2.37	300x300mm	m	3		
2.38	200x250mm	m	1.5		
2.39	Ø200mm	m	10.5		
	Supply & install Flexible Ducting complete with fittings, supports and fixtures as follows:				
2.40	Ø250mm - Insulated	m	3		
2.42	Ø200mm - Uninsulated	m	4		
	Balancing of Fresh & Extract Air system and setting to work	Item	1		
2.43	Final electrical connections to provided lockable outdoor mounted isolators, c/w cables and fittings	No.	1		
2.44	Equipment and ductwork labelling	Item	1		
2.45	Testing and Commissioning of the entire HVAC Services System installation	Item	1		
2.46	Fresh Air Fan Fire Interlock	No.	2		
	Total for Bill N° 2 carried forward to Summary				

[illegible]

STUDENT RESIDENCE						
PAGE 1 MECHANICAL SERVICE PLANT YARD						
ITEM	DESCRIPTION	Unit	QTY	HP YARD	Rate	Total
1	Hot Water Reticulation System					
	The Contractor shall supply, install, and commission according to tender. Two Existing HP found on site to be reused. The rates shall include material, labour, all mounting and accessories, including connection to the point of supply. Guarantee and maintenance of efficient and safe working of the installation for 12 months after hand over of the completed building to the client.					
	N.B: The Bill below is excluding of all fixtures					
	All piping to be water reticulation PPR piping type or equivalent with traced joints.					
	PPR abbreviation for polypropylene random copolymer is a type of plastic manufactured from polypropylene random copolymer raw material. It is widely used in high pressure cold and hot water plumbing and water supply systems, which ensures the plumbing to have a perfect seal tight system.					
	All pipe shall be high-density crosslinked polyethylene manufactured using the high-pressure peroxide method of crosslinking (PEXa). Pipe shall conform to SANS 10252-1 requirement.					
	Its thermal conductivity is only 0.24 W/mk which is 1/200 of that of metal materials.					
	All piping to be water reticulation nano-antibacterial ppr pipe piping with traced joints.					
2	HOT WATER SYSTEM					
	Complete Air Source Water Heat Pump, 45kW heating capacity, 408l/h, 3.3MPa Maximum discharge pressure, IPX4 degree of protection, Maximum electric input power 7.7kW, 380-415v, 3N, 1260 x 1480 x 702, dBA 54, 220l/h minimum capacity. Water temperature range 28-60 Degree, working temperature -15 to 55°C, R410a	no	2	1		
	Complete 3.000m ³ Fibre Glass Tank Hot Water preservation Storage Tank with Coil (Heat Preservation Tank, working pressure 400kPa, tested at 600kPa).	no	1	2		
	Supply and complete installation of Hot water circulating pump Wilo 30-62kW Circulation Pump, 1.25l/s Capacity working pressure 400kPa, tested at 600kPa	no	2	2		
	Solenoid Valve	no	2	2		
	Supply and installation Complete main pipework, including hot water meter, pipe to connect to existing installed pipes	no	1	2		
	50mm - DZR pressure control valve.	no	1	2		
	50mm - DZR in-line strainer.	no	1	2		
	50mm - DZR pressure gauge.	no	1	2		
	50mm - DZR spring loaded non-return valves.	no	1	2		
	Complete electrical cabling and reticulation with conduit glands, emergency stop switch, voltage protection and run/failure lights for all equipment, isolators relative to Heat pump installation.	no	1	2		
3	Drain equipment					
	Complete supply and install as indicated on kitchen workstation, Kitchen Grease Trap 50 litre, 530 x 380 x 310; 10 Kg; Boxed-product Weight: 11 Kg	No.	1	1		
	Complete plant and hot water main ring reticulation installation					

STUDENT RESIDENCE

Item	Description	Unit	Qty	Rate	Total
PAGE 2	Preliminary & General Items				
2.1	General Items				
2.1.1	O & M manuals with as built drawings	No	4		
2.1.2	12 Months maintenance & Guarantee	Sum	12		
2.1.3	Workshop drawings and equipment submission for approval	Sum	1		
2.1.4	Complete DeCommissioning of existing Heat Pumps, Relocate, Commissioning of full system and Final Test of full System	Sum	1		
	Sub Total General Items				
	Grand Total P&G's carried to Summary				

TAUNG STUDENT RESIDENCE

Item	PAGE 3	Description	SUMMARY AMOUNT
3		COMPLETE DOMESTIC HOT WATER INSTALLATION	
3.1	Page 1 of 3	Complete Hot Water Generation System Reticulation Excluded of all fixtures	
3.2	Page 2 of 3	Preliminary and General items	
		5.1 General Items	
		Total P&G's	
		SUB-TOTAL Water Reticulation System	
		VAT 15%	
		TOTAL WATER RETICULATION AMOUNT CARRIED TO FORM OF TENDER	

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TAUNG HOTEL SCHOOL - STUDENTS RESIDENCE FIRE PROTECTION INSTALLATION SERVICES BOQ

	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	Supply, delivery, installation, commissioning of all existing fire equipment and 12 Months maintenance of all Fire Equipment. To run the new fire piping system according to SANS 10400-Part V specifications of fire installation in a Building with Safety and Health measure consideration. The connection of pipes toward the building fire equipment is done from external ring main as per external piping reticulation done by others. The rates shall include material, labour, all mountings including connection with all builder works. Rates for supply and installation as listed below and shown on the tender drawing.				
1.0	FIRE FIGHTING EQUIPMENT				
1.1	HOSE REEL				
	Complete Thermo Plastic 30meter PVC x20mm Diameter standard fixed type Hose reel, steel disc made in 1mm mild steel and rolling arrangement together with 19mm dia nominal inside diameter of hose to the SANS 1086 & EN694 specification. Working at 1200kPa, Test Pressure @1800kPa and minimum burst Pressure for the hose to be 3000kPa. Discharge rate to be of 30l/min @ 300kPa. Effective throw for discharge @0.2Mpa 10m for spray jet, 6m throw range for sheet spray at 0.2Mpa. Nozzle type to be 19mm Read Plastic, light alloy & Black nylon Nozzle with spray, jet and shut-off function. Made of high quality mild steel powder coated in red colour conforming to SABS SANS 543. Valve to be chromium plate stock cock with 25mm BSP inlet & outlet. The complete assembly shall be capable of operating at 3 bar working pressure without leakage. Total mass 18.2kg. Dimensions 680mm x 250mm (WxDxH) (in the box) Must be 12 month warranty against defective workmanship and hose from the date of delivery. Each first-aid hose reel shall be clearly and permanently marked with the following information: a) Manufacturer's Name or trade-mark, b) Year of manufacture, and c) Type of reel. Located at the position as indicated on tender drawing in the full respect to SANS 10400-T, 2020 Edition 4 requirement. Contractor is to verify and work according to all prescript of the Local Authority exigencies.				
1.1.1	Fire hose reels including fittings	no	12.00		
	FIRE EXTINGUISHERS				
	Supply and install in position approved make Dry Chemical Powder Fire Extinguisher of 4.5 kgs capacity complete with chromium plated gun metal union (cap), fitted with braided hose, 1.5m long, 19mm dia nominal inside diameter of hose to the SANS 1086 & EN694 specification. Working at 1200kPa, Test Pressure @1800kPa and minimum burst Pressure for the hose to be 3000kPa. Discharge rate to be of 30l/min @ 300kPa. Effective throw for discharge @0.2Mpa 10m for spray jet, 6m throw range for sheet spray at 0.2Mpa. Nozzle type to be 19mm Read Plastic, light alloy & Black nylon Nozzle with spray, jet and shut-off function. Made of high quality mild steel powder coated in red colour conforming to SABS SANS 543. Valve to be chromium plate stock cock with 25mm BSP inlet & outlet. The complete assembly shall be capable of operating at 3 bar working pressure without leakage. Total mass 18.2kg. Dimensions 680mm x 250mm (WxDxH) (in the box) Must be 12 month warranty against defective workmanship and hose from the date of delivery. Each first-aid hose reel shall be clearly and permanently marked with the following information: a) Manufacturer's Name or trade-mark, b) Year of manufacture, and c) Type of reel. Located at the position as indicated on tender drawing in the full respect to SANS 10400-T, 2020 Edition 4 requirement. Contractor is to verify and work according to all prescript of the Local Authority exigencies.				
1.1.2	4.5kg Portable DCP Fire extinguishers including backboard	no	16.00		
	Supply and install in position approved make SABS CO2 fire extinguishers used for class B and C fires. Placed as indicated on the tender drawing. Mounted on the supporting Standard board at 1.6m AFFL. The CO2 type extinguishers must be able to extinguish fire by blanketing dilution of oxygen and cooling effects. The technical specifications of CO2 type portable fire extinguisher is as under - Specifications: Height: 770mm Diameter: 135mm Mass empty: 8.4kg Mass full: 14.4kg - Effective Range: 1-4m Discharge: >13sec Working pressure: 174bar Test pressure: 250bar - Safety Device: Bursting Disc 200±15bar				
1.1.3	5 kg Portable CO2 Fire extinguishers including backboard	no	4.00		
1.2	FIRE BLANKET				
	Supply and installation of complete fire blanket situated at designated location. The blanket is provided with pull tapes for safe handling. When removed from the container the blanket is held in the shield position, protecting the user from the fire. Fire Blankets can be used to wrap around a person whose clothes are on fire and can also be used to wrap around a hot or burning object. A fire blanket must be of fire-resistant material such as Kevlar or specially treated fiberglass to smother a fire and block out the air that keeps a fire going.				
1.2.1	Fire Blanket with its mounting device	no	2.00		
1.3	PIPING RETICULATION				
	Supply, install and test all pipes forming part of the system including isolating valves where applicable to the respect of below important notes and SANS 10252-1, SANS 10400-T.2020 recommendation for water reticulation and fire line: - All piping shall be a minimum schedule 40 steel pipe. All exposed pipe shall be painted (unless prohibited by code). - Under normal conditions of use, all materials shall be free from defects, which are liable to cause undue deterioration or failure. Materials shall not shrink, warp or cause mould or odours and shall be resistant to attack by local vermin and destructive pests.				
	Painting				
	The complete piping installation is to be painted. Pipes shall be primed and painted prior to delivery to site. Two coats, Fire Engine red shall be applied, before delivery to site, on all exposed pipes. Once pipes are installed touching up shall be done to ensure a smooth and as new finish. Concealed piping shall only be primed. Pipe thread seal (hemp) shall be properly cut back prior to painting.				
	All steelwork shall be adequately protected against corrosion. Complete piping system shall be coated with 1 coat red oxide primer paint and two coats of Fire Engine red.				
	Surfaces shall be thoroughly cleaned by wire brush or sanding together with appropriate solvent cleaner. A red oxide coat shall then be applied. Care shall be taken that the entire surface is covered to the same standard and where surfaces have been damaged during the installation, these shall be touched up to the same standard.				
	Supports				
	Where required. Approved methods of fixing to overhead construction shall be co-ordinated with the Engineer. Where overhead construction is not suitable for fastening of supports additional framing shall be provided. This is of particular importance to cross bracing and anchor points for main and range pipes.				
	Test				
	Perform the tests again in the presence of the engineer and duly designated representative of the client at the final inspection. Before charging the system with water, ensure that all sections of the system have been pressure tested and flushed, and that certification for pressure testing and flushing is available. It is recommended that a compressed air leak test shall precede the water pressure test				
1.3.1	Internal fire water piping 75mm dia including fittings	m	78.00		
1.3.2	Internal fire water piping 50mm dia including fittings	m	90.00		
1.3.3	Internal fire water piping 25mm dia including fittings	m	30.00		
1.3.4	Reducing Tee 50mm / 25mm Diameter	no	8.00		
1.3.5	Reducing Tee 75mm / 50mm Diameter	no	4.00		
1.3.6	Reducing Tee 110 x 110 x 75mm Diameter	no	4.00		
	INTERNAL PIPING SUBTOTAL				
1.4	EXTERNAL WORKS				
1.4.1	Trenching and backfilling for all trenches for pipes	item	51.00		
1.4.2	Hand rock excavation	m3	5.00		
1.4.3	Excavate and dispose of unsuitable material from trench	m3	10.00		
1.4.4	Borrow pits/purchased sand	m3	10.00		
	EXTERNAL WORK SUBTOTAL				
	SUBTOTAL TO SUMMARY BILL				

TAUNG HOTEL SCHOOL - FIRE SERVICES PRELIMINARY & GENERAL				
	DESCRIPTION	QTY	UNIT COST	TOTAL COST
Complete Internal SABS Approved fire Signage	No	8.00		
Workshop Drawing and Operating Manual	No	1.00		
Commissioning and performance testing	Item	1.00		
Labelling	Item	1.00		
Inspection and testing certificates	Item	1.00		
Total carried forward to summary page:				

SUMMARY BILL - STUDENTS RESIDENCE.

SUMMARY BILL		ITEM	QTY.	UNIT COST	TOTAL COST
A	PRELIMINARIES & GENERALS	SUM	1		
B	STUDENT RESIDENCE	SUM	1		
	TOTAL EXCL. VAT				
	15% VAT				
	TOTAL INCL. VAT				

SECTION SUMMARY - SECTION 5 - MECHANICAL WORKS			Page No	Amount
1	HVAC Works		219	
2	Hot Water Generation		220	
3	Fire Protection		221	
Carried to Final Summary				
Section No. 5				

SECTION NO 6

PROVISIONAL SUMS

Item No		Quantity	Rate	Amount
<u>BILL NO. 1</u>				
<u>PROVISIONAL SUMS</u>				
<u>CASH DISCOUNT</u>				
No cash discount. All provisional sums are Nett.				
The Contractor is to note the following:				
The Client reserves the right to omit any or all of the provisional sums allowed for in this tender without claim for loss of profit by the contractor.				
<u>LANDSCAPING</u>				
1	Provide the amount of R100 000.00 (One Hundred Thousand Rands) for landscaping and carports	Item		100 000,00
2	Allow for profit on if needed	Item		
3	Allow for general attendance, etc.	Item		
<u>BUILD-IN-CUPBOARDS</u>				
4	Provide the amount of R400 000.00 (Four Hundred Thousand Rands) for build in cupboards	Item		400 000,00
5	Allow for profit on if needed	Item		
6	Allow for general attendance, etc.	Item		
<u>SIGNAGE</u>				
7	Provide the amount of R50 000.00 (Fifty Thousand Rands) for signage	Item		50 000,00
8	Allow for profit on if needed	Item		
9	Allow for general attendance, etc.	Item		
<u>FIRE ESCAPE STAIRS</u>				
10	Provide the amount of R550 000.00 (Five Hundred and Fifty Thousand Rands) for fire escape stairs	Item		550 000,00
Carried to Collection				
				R
Section No. 6				
Bill No. 1				
Provisional Sums				

Item No		Quantity	Rate	Amount
11	Allow for profit on if needed	Item		
12	Allow for general attendance, etc.	Item		
<u>LAUNDRY MACHINES</u>				
13	Provide the amount of R256 000.00 (Two Hundred and Fifty Six Thousand Rands) for supply and complete installation	Item		256 000,00
14	Allow for profit on if needed	Item		
15	Allow for general attendance, etc.	Item		
<u>KITCHEN COUNTERS AND BUILD IN CUPBOARDS AT MATRONS</u>				
16	Provide the amount of R300 000.00 (Three Hundred Thousand Rands) for kitchen counter and build in cupboards at matron's flat	Item		300 000,00
17	Allow for profit on if needed	Item		
18	Allow for general attendance, etc.	Item		
<u>CLEANERS LOCKERS</u>				
19	Provide the amount of R40 000.00 (Forty Thousand Rands) for lockers in cleaners room	Item		40 000,00
20	Allow for profit on if needed	Item		
21	Allow for general attendance, etc.	Item		
<u>BUDGETARY ALLOWANCE</u>				
<u>COMMUNITY LIASON OFFICER ALLOWANCE</u>				
	Provide the Sum of R30 000.00 (Thirty Thousand Rands) for Community Liaison Officer allowance.		R	30 000,00
<u>CONTINGENCY</u>				
	Provide the Sum of R800 000.00 (Eight Hundred Thousand Rands) for contingencies to be used at the discretion of the Principal Agent or deducted in whole or part if not required.		R	800 000,00
Carried to Collection				R
Section No. 6				
Bill No. 1				
Provisional Sums				

Section No. 6

Bill No. 1

Provisional Sums

COLLECTION

Total Brought Forward from Page No.

Page
No

223

224

Amount

Carried to Final Summary

R

Section No. 6
Bill No. 1
Provisional Sums

Section No	FINAL SUMMARY	Page No	Amount
1	SECTION 1 - PRELIMINARIES	179	
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5	SECTION 5 - MECHANICAL WORKS	222	
6	SECTION 6 - PROVISIONAL SUMS	225	
	Sub Total before VAT		R
	<u>Add:</u> Value Added Tax at 15%		R
	Carried to Form of Tender		R

C3 SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The funding has been allocated by the Department of Economic Development, Conversation and Tourism North West Province through to the implementing agent the Independent Development Trust.

1.2 The Employers objective is to develop the existing Taung Hotel and Convention Centre by completion the following new building

➤ Students Residences with associated electrical mechanical fittings and external works

Overview of the works

The general scope as applicable and includes the following:

Completion of existing buildings

1.3 Extent of the works

The extent of works will be as directed by the Principal Agent on Site.

1.4 Construction Period

The Construction period will be a maximum of six (06) calender months excluding builders holidays from the date of acceptance of offer.

1.5 Location of the works

The existing Taung Hotel and Convetion Centre in Taung at Dr. Ruth Segomotsi Mompati District Municipality (Approximate site co-ordinate: 27 34'21.66"S and 24 44'33.64"E

C4 SITE INFORMATION

ANNEXURE A

HEALTH AND SAFETY SPECIFICATION



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

for

**PROJECT:
COMPLETION OF STUDENTS RESIDENCES
FOR THE INDEPENDENT DEVELOPMENT
TRUST**

**VENUE:
TAUNG HOTEL SCHOOL**

PROJECT DETAILS					
PROJECT	COMPLETION OF STUDENTS RESIDENCES FOR THE INDEPENDENT DEVELOPMENT TRUST				
LOCATION	TAUNG HOTEL SCHOOL - TAUNG				
DESCRIPTION	COMPLETION OF STUDENTS RESIDENCES FOR THE INDEPENDENT DEVELOPMENT TRUST				
START DATE	TBC	END DATE	TBC	DURATION	06 Months

PROFESSIONAL TEAM	
PROJECT AGENTS	BOTAKI & ASSOCIATES (PTY) LTD
PROJECT ENGINEERS	PHB CONSULTING
QUANTITY SURVEYORS	MASEGELA QUANTITY SURVEYORS (PTY) LTD
OHS CONSULTANT	REMOFILWE OHS (PTY) LTD
CONTRACTOR	TBC

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1. DEFINITIONS

"Agent"

Means any person who acts as a representative for the client

"Client"

Means any person for whom construction work is performed; (**Independent Development Trust**)

"Construction work" is defined as any work in connection with-

- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- a) The construction, erection, maintenance, demolition, or dismantling of a bridge, dam canal, road, railway, sewer or water reticulation system, or the moving of earth, clearing of the land, the making of excavation, piling or any similar engineering structure or type of work, fixed plant where such work includes the risk of a person falling.
- b) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure, or the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

"Contractor"

Means an employer who performs construction work;

"Competent person"

Has in respect of 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 Qualifications Framework Act 2000 (Act no 67 of 2000), those qualifications and that training shall be regarded as the applicable regulation made under the Act

"Excavation work"

Means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping

"Health and Safety File"

Means a file, or other record in permanent form, containing the information required by the regulations;

"Health and Safety Plan"

Means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce and or control the identified hazards

"Health and safety specification"

Means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements pertaining related to construction work

"Principal Contractor"

Means an employer as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site

"Risk Assessment"

Means a program to determine any risks associated with any hazards at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazards.

"Fall risk"

Means potential exposure to falling either from off or into

"Temporary works"

Means a working system, false work, form work, scaffolding, shoring or other temporary structure designed to provide support or means of access during construction work.

2. Abbreviations

IDT	Independent Development Trust
COID	Compensation for Occupational Injuries and Diseases Act 130/1993
CHSM	Construction Health and Safety Manager
CHSO	Construction Health and Safety Officer
CR	Construction Regulations
DSTI	Daily Safety Task Instruction
EA	Environmental Authorisation
EIA	Environmental Impact Assessment
HIRA	Hazard Identification Risk Assessment
RA	Risk Assessment
OHS Act	Occupational Health and Safety Act and Regulations
PC	Principal Contractor
SHE	Safety, Health and Environment

3. Introduction

This specification is compiled specifically construction of lecture halls, and Demonstration kitchens and the student residence for Independent Development Trust. As stipulated in the Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, No. 85 of 1993, the client is required to prepare a suitable, sufficiently documented, and coherent site specific health and safety specification for the intended construction work.

This specification is to ensure that the principal contractor maintain and complies to a reasonably acceptable level of occupational health and safety performance. This document will form part of the contract between the Client and the principal contractor, and the principal contractor(s) should make it part of their contract(s) that they may have with their contractors and/or their suppliers as far as this project is concerned.

Compliance with this document does not release the principal contractor from complying with any other minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any persons coming on site or on adjacent properties as far as it relates to the construction activities.

4. PURPOSE OF THE SPECIFICATION

The development of a Site Specific Health & Safety specification that addresses all aspects of occupational health and safety as affected by the construction of lecture halls, and demonstration kitchens and the student residence.

The specification will provide the requirements for the development of the Health and Safety plan for the appointed Principal Contractor and any other sub-contractors that may be employed by the PC. All parties involved will comply with the Spec to manage hazards and risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

5. SCOPE

To develop a project specific occupational health and safety specification that addresses the likely risks, exposures and other health and safety aspects during the construction of lecture halls, and Demonstration kitchens and the student residence for Independent Development Trust.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

An appointed contractor will prepare an occupational health and safety plan based on this specification and the Occupational Health and Safety Act, No. 85 of 1993 which will be included in his/her safety file.

6. PRINCIPLES OF ENGAGEMENT

All Service Providers intending to participate in the tendering process must review the SHE information contained in the tender documentation and complete the return schedule document as requested. All copies of relevant documents as indicated should be included in the submission of the tender document.

7. ROLES AND RESPONSIBILITIES, (OHS ACT, NO 85 OF 1993, (CR, 8(1- 10))

7.1. Chief executive officer charged with certain duties

- (1) Every chief executive officer shall as far as is reasonably practicable ensure that the duties of his employer as contemplated in this Act, are properly discharged.
- (2) Without derogating from his responsibility or liability in terms of subsection (1), a chief executive officer may assign any duty contemplated in the said subsection, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.
- (3) The provisions of subsection (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility or liability under this Act.
- (4) For the purpose of subsection (1), the head of department of any department of State shall be deemed to be the chief executive officer of that department.

7.2. Management and supervision of construction work

CR 8. (1) 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.
(2) 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.

(3) Where the construction manager has not appointed assistant construction managers as contemplated in subregulation (2), 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 under subregulation (2). (4) No construction manager appointed under subregulation (1) 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.

(5) 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.

(6) 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. (7) A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

(8) 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 contemplated in subregulation (7), 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 any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

(9) Where the contractor has not appointed an employee as contemplated in subregulation (8), 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, and those employees must be regarded as having been appointed under subregulation (8). (10) No construction supervisor appointed under subregulation (7) 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.

7.3. Operational responsibilities for occupational health and safety

The principal contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way complete.

No.	APPOINTMENT REGULATION	APPOINTMENT	MINIMUM COMPETENCIES
3	Section 17	OHS Representative	- General Health and safety Training - Health and Safety Representative Training - Hazard Identification and Risk Assessment Training - Incident Investigation Training
4	Section 19	Health and Safety Committee Member (s) and Co-Opted Members	
5	Section 19	Chairperson of Health and Safety Committee	General Knowledge and Experience of Construction Work. Certificate / SAMTRAC or Recognised OHS Qualification.
6	GSR 3	First Aiders	Possession of a valid level 1 or 2 First aid Certificate issued by any one of the following: The SA Red Cross Society; The ST John's Ambulance; The SA First Aid League; or a person or organisation approved by the Chief Inspector for this Purpose.
9	GAR 9 (2)	Incident / Accident Investigator	Certificate
13	EMR 9	Portable Electrical Equipment Inspector	Certificate
15	HCS 3 (3)	Hazardous Chemical Substances Co-Coordinator	HCS Training
CONSTRUCTION REGULATIONS			
17	CR 8 (1)	Construction Manager	Mini qualification: NQF level 5, Which is Equivalent to Civil Engineering National Higher Certificate.
18	CR 8 (7)	Construction Supervisor	Experience and Knowledge about civil construction and requirement for execution
19	CR 8	Construction Safety Officer	- National Diploma in Safety Management or Environmental Health - A recognised safety certification (minimum: of 2-week training) (e.g., SAFETY Management Course) OHS Act and Regulations (latest version of the Act and regulations) COIDA Act (latest version of the Act) - Incident Investigation - Hazard Identification and Risk Assessment Training. - Emergency Preparedness co-ordination training.
20	CR 9 (1)	Person to carry out risk assessment	Competency based on exposure and experience level but preferably with the following: HIRA, a recognised safety certificate (minimum: of 2 weeks training) (e.g. SAMTRAC /Modern HEALTH AND SAFETY Management course) and OHS Act and Regulation (latest version of the Act and regulation)
	CR 10 (1)	Fall protection planner	Risk Assessments Fall Protection Training
	CR	Scaffold Erector and inspector	Scaffold Erecting certificate
OTHER APPOINTMENT REGULATIONS			
	CR 13 (1)	Excavation Supervisor	Training
	CR 21 (1)	Power tool training Person	Training
	CR 23 (1-2)	Construction Vehicle and Mobile Plant Operator	Operator Certificate
		Construction Vehicle and Mobile Plant Inspector	Certificate and Driver's License
	CR 25	Store Man	Training
	CR 28 (a)	Stacking and Storage Supervisor	Training
	CR 29 (h)	Fire Equipment Inspector	Training
	CR 27	Delegate Staff for Housekeeping	Training

These appointments must be done in writing and the responsibilities clearly stated together with the period for which each appointment is made, and the information must be communicated to and agreed with the appointees. Copies of appointments must be submitted to the Client together with short CVs of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. Proof of competency must be submitted and included in the safety file.

All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented.
The PC must, furthermore, provide the Client with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

7.4. Designation of occupational health and safety representatives (Section 17 of the OHS Act)

Where the PC employs more than 20 persons [including the employees of other contractors (sub-contractors) and its supervisors] he has to appoint one occupational health and safety representative for every 50 employees or part thereof.

General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the OHS Act as well as General Administrative Regulation 6 and 7 refer).

7.5. Appointment of occupational health and safety committee (Section 19 of the OHS Act)

The PC must establish an occupational health and safety committee consisting of all the designated occupational health and safety representatives together with a number of management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of the Client who shall act as the chairperson without voting rights.

The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file.

The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

1. Opening and welcome.
2. Members present, apologies and absent.
3. Minutes of previous meeting.
4. Matters arising from the previous meeting.
5. Occupational health and safety representatives' reports.
6. Incident and/or accident reports and investigations.
7. Incident, accident and/or injury statistics.
8. Other matters.
9. Endorsement of registers and other statutory documents
10. Close and next meeting.

7.6. Mandatories

It is a requirement that the principal contractor, when he appoints contractors or subcontractors in terms of Construction Regulations 7(1)(c) includes an OHS Act Section 37(2) agreement (i.e. Agreement with Mandatory) in his agreement with such contractor. A copy of such agreement shall be obtainable from the client and a signed document should be included in the SHE File.

8. OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

8.1. Health and safety policy

The chief inspector may direct-
any employer in writing; and

any category of employers by notice in the Gazette, to prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of his organization and the arrangements for carrying out and reviewing that policy.

any direction under subsection (1) shall be accompanied by guidelines concerning the contents of the policy concerned. An employer shall prominently display a copy of the policy referred to in subsection

(1), signed by the chief executive officer, in the workplace where his employees normally report for service.

The contractor must prepare a Health and Safety policy and:

- it must be signed by the CEO of the company, and
- communicated with all employees.

8.2. Hazard identification and risk assessment (Construction Regulation 9)

A contractor must, before the commencement of any construction work and during such 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—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment. A contractor must ensure that all employees under his or her 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

A 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 that may be determined in the risk assessment monitoring and review plan of the relevant site.

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

A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.

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.

Based on the risk assessments, the principal contractor must develop a set of site-specific occupational health and safety rules that will be applied to regulate the occupational health and safety aspects of the construction.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to the Client prior to commencement.

The principal contractor is required to conduct a risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs and the applicable method statements based on the risk assessments.

The PC shall during the project process compile and train employees on the following Risk Assessments, all these must be kept in the safety file;

8.2.1. Continuous Risk Assessment

Through the engagement of the committee or the available consultation team i.e., Construction managers, supervisors, SHE Reps, Safety Officers, employees, etc. the PC shall ensure that further risks are identified and eliminated by conducting continuous risk assessment.

The following procedure will be followed for proper and adequate results and/assessment:

- List activities;
- identify hazards;
- then risks associated to it and;
- assign control measures to eliminate the identified.

All this shall be listed and recorded and discussed on daily basis with all employees prior to start of work on site.

8.2.2. Issue Based Risk Assessment

When there's major changes in the scope of work or there was any accident/incident on site, and issue-based risk assessment will be conducted, and it will be documented.

8.2.3. Review of the risk assessment

The PC shall ensure that the risk assessment is reviewed at each production, planning and progress meetings and throughout the project, and each time there are changes in the designs, plans and construction methods or processes. **The PC shall ensure that should an incident occurs all applicable processes will be reviewed and re - evaluated to ensure that control measures are still applicable, if not a revision will be conducted and documentation will be provided and made available as well as communicated to all the affected stakeholders i.e. client, other contractors (if any), employees, etc.**

8.2.4. POTENTIAL IDENTIFIED RISKS AND HAZARDS ACCORDING TO THE PROJECT SCOPE ARE AS FOLLOWS BUT ARE NOT LIMITED:

- Trips and fall
- Manual work and lifting (Ergonomic)
- Fire, heat and open flames
- Noise and vibration
- Dust
- Hand injuries
- Amputations
- Lacerations
- Poor Housekeeping
- Damage to property
- Fatalities
- Skin disease
- Etc.

NB: It is shall be pointed out to the Principal Contractor that the list may not be totally comprehensive and it is the duty of each Principal Contractor to continually ensure that all the hazards are identified, before and during the project, and the necessary activity-based risk assessments are carried out. These risk assessments shall form part of the Safety Plan which will be passed on for scrutiny and approval by The Client Safety Agent.

9. ADMINISTRATIVE CONTROLS

9.1. Health and Safety file (CR 7(1)(b))

As stipulated in Construction Regulation 7(1)(b), the PC shall 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 agent or a contractor.

OH&S File shall contain but not limited the following legal documents:

- Copy of the construction work permit (for applicable projects) (Construction Regulation 3)
- Emergency contact numbers (that have been verified).
- Contractor appointment letter from the Client.
- Health and Safety policies and other policies (including HIV policy, Substance abuse policy and transport policy)
- Organogram
- Updated copies of the OHS Act and its Regulations as well as the COID Act (General Administrative Regulation 4, as well as the COVID-19 OHS Measures in Workplaces (C19 OHS) 2020.
- Notification of Construction Work (Construction Regulation 4)
- Copy of OH&S Act (updated) (General Administrative Regulation 4)
- Proof of Registration and good standing with a COID Insurer (Const. Regulation 5(1) (j))
- Site Specific Health and Safety Specification (Construction Regulation 5(1)(b))
- The approved OH&S plan agreed with client including the underpinning Risk Assessment/s & SWP's (Construction Regulation 7(1))
- Insurances and Guarantees
- Copies of OH&S Committee and other relevant Minutes

- Applicable Designs/drawings (Construction Regulation 7(1)(b))
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties, proof of good standing and the type of work being done by each Contractor (Construction Regulation 7)
- Registers
- Fall Protection Plan.
- Waste Management Plan.
- Appointment and designation forms.
- Medical Fitness Certificates.
- Proof of Competency and Copies of valid identity documents.
- Occupational Health and Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc.
- Rules and regulations including safety procedures the Principal Contractor has in place for recurring work activities.
- Personal protective equipment rules and arrangements.
- Control of dangerous and hazardous substances (Material Safety Data Sheets).
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions, and communication.
- Internal Audits to ensure compliance with safety plans.
- Accident and incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators.
- Medical and first aid arrangements
- Emergency preparedness plan, evacuation and emergency planning.
- Detailed financial allocation for Health and Safety.
- Safety committee meeting arrangements and minutes.
- Audit arrangements.
- Maintenance arrangements of machinery and equipment.
- Inspection of plant, tools and equipment prior to introduction to site and daily thereafter.
- Daily site safety inspections and audits.
- The following registers:
 - Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - OH&S Representatives Inspection Register
 - Daily Inspection of Vehicles. Plant and other
 - Equipment by the Operator/Driver/User
 - Electrical installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - Excavation's inspection
 - First Aid Box Contents
 - Record of first-aid treatment
 - Fire Equipment Inspection & Maintenance
 - Hazardous Chemical Substances Record
 - Machinery Safety Inspection Register (incl. Machine guards, lock-outs etc.)
 - Stacking & Storage Inspection
 - Hand tools Register
 - Ladders and Scaffold inspections;
 - COVID-19 checklists;
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Inspection registers and logbooks for lifting machines and –tackle (including daily inspections by drivers/operators).
 - Pressure equipment inspections;
 - Worker's welfare facilities; and
 - All other applicable records.

The client will conduct an evaluation of the principal contractor's occupational health and safety file from time to time.

9.2. Reference for compliance and Legal requirements

All Contractors entering into a contract with the Client shall, as a minimum, comply with the following legislations and standards as prescribed:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights;)
- Construction Regulations of 2014;
- Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
- National Environmental Management Act 1998 (Act 107 of 1998).
- National Environmental Management: Waste Act 59 of 2008
- National Environmental Management: Air Quality Act 39 of 2004
- Hazardous Substances Act 15 of 1973
- Hazardous Biological Agents Regulations 2001 COVID 19 (HBA 2001 COVID 19) as amended, must be available on site at all times;
- COVID-19 Occupational Health and Safety Measures in Workplaces (C19 OHS) 2020.
- National Water Act 1998 (Act 36 of 1998).
- Civil and Building Work Act.
- COID Act. 1996
- Any other applicable South African legislation at a national, provincial and local authority level.
- Applicable South African National Standards (SANS).
- Applicable international standards.
- ISO 9001:2008 –Quality Management Systems requirements
- ISO 14001:2004–Environment Management Systems requirements
- National Road Traffic Act (93 of 1996)

9.3. Notification of construction work (Construction Regulation 4)

The principal contractor must, where the contract meets the requirements as referred to in the Construction Regulation 4, at least 7 days before construction work is to be carried out, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for this purpose. A copy of the notification must be kept in the Occupational health and safety file and a copy must also be forwarded to the Client for record purposes.

9.4. Medical certificates of fitness (Construction Regulation 7)

As stipulated in Construction Regulation 7(1(g), the principal contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e., Annexure 3 in the Construction Regulations).

9.5. Training, awareness, and competence

The PC shall include in the Safety File the training matrix for Health and Safety as required by the OHS Act and Regulations. All legal employees must be trained, and be competent in their job responsibilities, proof of valid competence certificates must be included in the safety file. The following is compulsory to all PC and their contractors:

9.5.1. General induction training

All members of the contractor's site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session.

All employees of the principal and other contractors must be in possession of proof of general induction training.

All subsequent and newly appointed employees must also be subjected to the induction training as soon as possible after the appointment but prior to starting work on site.

9.5.2. Site Specific Induction

The principal contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this.

All employees of the principal and other contractors must be in possession of proof that they have attended a site-specific occupational health and safety induction training at all times.

9.5.3. Other Training

- All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses or proof of competency.
- All employees in jobs requiring training in terms of the OHS Act and Regulations must be in possession of valid proof of training.
- Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e. -
 - General induction (Section 8 of the OHS Act);
 - Site and job specific induction, including visitors (Sections 8 and 9 of the OHS Act);
 - Site and project manager;
 - Construction supervisor;
 - Occupational health and safety representatives [Section 18 (3) of the OHS Act];
 - Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;
 - Operators and drivers of construction vehicles and mobile plant (Construction Regulation 23);
 - Basic fire prevention and protection (Environmental Regulations 9 and Construction Regulation 29);
 - Basic first-aid (General Safety Regulations 3);
 - Storekeeping methods and safe stacking (Construction Regulation 28); and
 - Emergency, security and fire coordinator.
 - OH&S officer (Construction Regulation 8(5))
 - Construction Supervisor
 - Scaffold erector/ inspector,
 - Etc.

9.5.4. Visitors Induction Training

All members and visitors accessing the construction site must be inducted on all identified hazard and on the control measure applicable for each identified hazard and proof of induction training will be filed in the safety file and made available for audit and kept as a record.

9.5.5. Awareness and promotion

The principal contractor is required to have a promotion and awareness program in place to create an occupational health and safety culture within employees as well as sub-contractors. The following are some of the methods that may be used:

- Toolbox talks
- Posters
- Videos
- Competitions,
- Etc.

9.5.6. Notices and signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors' yards: These are not limited to only these signages

Particulars of Signs/Notices	Applicable Regulation/Act	Where Signs are to be displayed
Entry/No Entry	General Safety Regulation 2C(2)	Entrance/Gate
First-aid	General Safety Regulation 3(6)	Site Office, designated area for First Aid
Toilets and change rooms	Facilities Regulation 2 (5) 4(2)(f)	Toilets (Female, Male, Hand washing area)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor's yards]	Storage Area, Diesel Bund wall, etc.
Workplace controls for COVID 19, COVID 19 Guidelines	Disaster Management Act 2002 Sec 657 Hazardous Biological Agents Regulations 2001 COVID 19 (HBA 2001 COVID 19) as amended	Displayed all over the site camp
Machinery	General Machinery Regulation 9 (Schedule D)	Machine bay/parking
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)	Around the site camp
Drinking water	Facilities Regulation 7(B)	Drinking water Tap
Non-potable water	Facilities Regulation 7(B)	Non Drinking water area/tank

9.5.7. Competence

The PC shall ensure that his and other contractors' employees appointed are competent and that all training required to undertake the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The PC shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses, and the work situation or requirements changes.

Records of all training must be kept on the occupational health and safety file for auditing purposes.

9.6. Consultation, communication and liaison

The following arrangements will apply-

- Occupational health and safety liaison between the Client, the principal contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and principal contractor will agree on an alternative communication forum to be implemented.
- In addition to the above, communication may be directly to the Client or his appointed Agent, verbally (followed up in writing within 14 calendar days) or in writing, as and when the need arises.
- Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety representatives, the occupational health and safety committee and their elected trade union representatives, if any.
- The principal contractor will be responsible for the dissemination of all relevant occupational health and safety information to the other contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his Agent, exchange of information between contractors, the reporting of hazardous and/or dangerous conditions and/or situations etcetera.
- The principal contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.
- The PC and other contractors will be required to conduct toolbox talks with their employees on daily basis and records of these including the topics discussed must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise, be kept on the occupational health and safety file.

- The principal contractor's manager on site will be required to attend all the Client's occupational health and safety meetings.
- The Client or his Agent and the principal contractor will agree on the dates, times and venues of the occupational health and safety meetings.

9.7. Checking, reporting and corrective actions

9.7.1. External Periodic Audits [Construction Regulation 5(1) (o-q)]

The Client must –

- 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 contemplated in paragraph (o) is provided to the principal contractor within seven 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 client's health and safety specifications and the principal contractor's health and safety plan for the site;

The above is to confirm that the principal contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

9.7.2. Other inspections by the Client

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

A representative of the principal contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

9.7.3. Internal Audits

The principal contractor is to conduct his own internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of this specification and the compliance of other contractors under his/her control.

9.7.4. Inspections by occupational health and safety representatives

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

9.7.5. Recording and review of inspection results

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting, and placed on the occupational health and safety file.

9.7.6. Reporting of inspection results

The principal contractor is required to provide the Client with a monthly report

9.8. Incident reporting and investigation

9.8.1. Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The principal contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed or where –
- a major incident occurred
- the health or safety of any person was endangered

- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place.
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects.
- machinery ran out of control.

to the Client within two calendar days and to the Provincial Director of the Department of Labour within seven calendar days from date of incident (Section 24 of the OHS ACT and General Administrative Regulation 8), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail. All other reports should still be completed and provided as required. The principal contractor is required to provide the Client with copies of all statutory reports required in terms of the OHS Act within seven calendar days of the incident occurring. The principal contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) above, within seven calendar days of the incident occurring.

9.8.2. Accident and incident investigation (General Administrative Regulation 9)

- The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital or clinic.
- The results of the investigation to be entered into the accident and/or incident register.
- The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) and (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
- The principal contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation

10. OPERATIONAL CONTROL

10.1. Emergency preparedness, contingency planning and response

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The principal contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

The principal contractor and his/her contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

10.2. First aid (General Safety Regulation 3)

The principal contractor must provide first-aid equipment and have qualified first-aider(s) on site as required by General Safety Regulation 3 of the OHS Act.

The contingency plan of the principal contractor must include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.

The principal contractor must have firm arrangements with his contractors in place regarding the responsibility of these contractor's first-aid arrangements as well as treatment of injured and/or ill employees.

10.3. Security and access control

The PC must secure the site camp with a stable barricade i.e., fence principal contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

10.4. Accommodation of traffic

Where construction work is undertaken in, next to or close to a public road, the use of appropriate as well as a sufficient number of road signs is of paramount importance to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/risks/vehicles.

The principal contractor shall ensure that appropriate as well as a sufficient number of road signs are posted to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/vehicles. These signs shall be repeated and utilised, where appropriate, as actual construction work is approached.

10.5. Lifting equipment (Construction Regulation 22)

Lifting equipment must be designed and constructed in accordance with the manufactures/designers' specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHS Act.

The Driven Machinery Regulation requires that:

- Lifting equipment to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator;
- Each winch on a lifting machine must at all-time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;
- Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted;
- Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;
- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes- 10 (ten)
- Every hook or load attaching device must be designed as such or fitted with a device that will prevent the load from slipping off or disconnecting;
- Every lifting machine must be inspected, and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;
- All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour.

10.5.1. Lifting tackle

The following requirements will apply to lifting tackle:

- a) Manufactured of sound material, well-constructed and free from latent defects;
- b) Clearly and conspicuously marked with an identity number;
- c) Maximum mass load factor of safety:
 - Natural fibre ropes - 10(ten)
 - Man-made fibre ropes and woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)

- o Mild Steel chains - 05(five)
- d) High tensile/alloy steel chains - 04(four)
- e) Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated logbook.

10.6. Construction vehicles and mobile plant (Construction Regulation 23)

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction vehicles and mobile plant must be:

- o Of acceptable design and construction;
- o Maintained in good working order;
- o Used in accordance with their design and intention for which they were designed;
- o Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- o Provided with safe and suitable means of access;
- o Fitted with adequate signalling devices to make movement safe including reversing;
- o Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;
- o Provided with roll-over protection;
- o Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;
- o Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- o Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

No loose tools, material etcetera is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported. No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose. The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated. Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors, or adequate barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.

In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely. All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.

10.6.1. Construction vehicle and mobile plant operators

The following requirements will apply to construction vehicle and mobile plant operators:

- o Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.
- o Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.
- o Only employees duly authorised to do so may operate any construction vehicle and mobile plant.
- o Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.

10.7. Use and storage of flammables (Construction Regulation 25)

The principal contractor must ensure that:

- o No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions is taken;

- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient fire-fighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- Only one day's quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapors from escaping and accumulating in low lying areas; and
- Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

10.8. Hazardous chemical substances

The principal contractor must ensure that:

- Employees receive the necessary information and training to be able to use, handle and store hazardous chemical substances safely;
- The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of material safety data sheets regarding hazardous chemical substances required to ensure the safe use, handling and storage of these substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

10.9. Storage of flammable and hazardous chemicals (Hazardous Chemical Substances Regulations)

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.

10.10. Fire prevention and protection

The principal contractor must ensure that:

- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Sufficient and suitable storage of flammables is provided;
- All employees are trained in the use of the fire-fighting equipment and know how to attempt to extinguish a fire;
- The risk of fire is prevented.

- Employees are informed regarding emergency evacuation procedures and escape routes;
- Evacuation assembly points are demarcated and made known to employees;
- Evacuation is regularly practiced to ensure that all persons are evacuated timeously and;
- Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

10.11. Facilities on site

A contractor must, in addition to the construction site provisions in the Facilities Regulations, 2004, promulgated by Government Notice No. R. 924 of 3 August 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- 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;
 - The provision of Toilets is as required in terms of the National Building Regulations and Construction Regulation 30. It has been noted that Chemical toilets are allowed instead of the water borne sewerage type and toilets will be provided at a ratio of 1 per 30 workers.
- changing facilities for each sex; and
- sheltered eating areas.
- Storage areas: the PC shall provide separate storage facilities for safe keeping of our tools and we will ensure that our facilities are kept clean and neat at all times and in a good state of repairs
- Layout plan: the PC will display the Layout plan for easy access
- Signages and symbols: Each facility must be provided with a relevant symbolic signage i.e. Office, Storage Area, Toilets, Security Guard house, parking area where possible, eating area
- Smoking areas: Designated smoking areas must be used by all employees and visitors
- Drinking water facilities: the PC must ensure that the provided drinking water is used in a safe way as we understand that water is a rare commodity.

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.

10.12. Excavations (Construction Regulation 13)

All excavation work has to comply with the following:

- 1) Excavation work must be carried out under the supervision of a competent person with at least two years' practical experience in excavation work who has been appointed in writing.
- 2) Before excavation work begins the stability of the ground must be evaluated.
- 3) Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- 4) No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one-meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation.
- 5) The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.

Every excavation, must be inspected by the appointed competent person as follows:

- Daily before work commences
- After an unexpected collapse of the excavation or part thereof
- After rain

The results of any inspections must be recorded in a register kept on site in the health and safety file. Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded, or fenced off, on all sides, to at least one-meter-high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

10.13. Demolition (CR 14)

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in subregulation (1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in subregulation (2), in order to avoid any premature collapses.

10.14. Scaffolding (CR 16)

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.

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.

Notes: a) Scaffolds must comply with SANS 10085

10.15. Suspended platforms (CR 17)

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work

No contractor may use or permit the use of a suspended platform, unless—

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the—
 - appointment of the competent person contemplated in subregulation (1);
 - competency of erectors, operators and inspectors;
 - operational design calculations, which must comply with the requirements of
 - the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out; and
 - procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design contemplated in subregulation (2)(b), including a copy of the operational design calculations contemplated in subregulation 2(c)(iii), sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design in the manner contemplated in subregulation (3) for every new project.

A contractor must ensure that the outriggers of each suspended platform –

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that—

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;

- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform—

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it;

10.16. Bulk mixing plant (CR 20)

If the contractor is planning on using the bulk mixing plant, the following must be adhered to:

- (1) A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is—
 - (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (2) No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
- (3) A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (4) A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are—
 - placed in an easily accessible position; and
 - constructed in a manner to prevent accidental starting.
- (5) A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (6) No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in subregulation (1).
- (7) A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
- (8) A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

10.17. Housekeeping (Construction Regulation 27)

The principal contractor must ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment is properly stored;
- Scrap, waste and debris is removed off site regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons; and
- Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done.
- The construction side is to be curtained off as this is a residential complex.

10.18. Stacking and storage (Construction Regulation 28)

The principal contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

10.19. Portable electrical tools and equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e., drills, saws, grindstones, portable lights, etcetera. In addition, electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.
- This equipment –
 - Must be maintained in good condition at all times to prevent an electrical shock to the user;
 - The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
 - All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

10.20. Working at Heights and Fall protection plan (CR 10)

It is a common fact in the building/construction/maintenance industry that falling from height remains one of the biggest causes of fatalities and major injuries. Common cases include falls from scaffolding, ladders and through fragile surfaces. 'Working at Height' means work in any place where, if there were no precautions in place, a person could fall a distance liable to cause personal injury or even death. These falls can stop production for days while investigations take place. This means lost working time and profits for your company however there's a way you can help prevent this from happening.

This is not only in South Africa but across the world in both developing and advanced nations. According to the Occupational Health and Safety Act the Employer will provide a competent person for doing the work. According to the construction regulation every work site must have a fall protection plan that will cover training for working at heights, equipment for working at heights and rescue procedures for working at heights.

Falls from working with ladders and scaffolding are the single biggest cause of workplace deaths, these injuries happen mostly because employees have not been given the correct training and are not aware of the safety procedures to follow.

What do I need for a safe working at heights system?

A fall protection plan

A fall arrest system for all working at heights.

A rope access system for all working at heights.

Equipment that is certified and inspected.

Safe anchor points and safe anchor lines.

Training provided to prove competence for working at heights.

Rescue equipment

Rescue plans

10.20.2. Fall Protection (CR 10)

(1) A contractor must—

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

(2) A fall protection plan contemplated in subregulation (1), must include—

- a) 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;
- b) a programme for the training of employees working from a fall risk position and the
- c) records thereof;
- d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and

(e) 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.

(3) 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.

(4) A contractor must ensure that—

- a) 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;
- b) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in subregulation (2);
- c) fall prevention and fall arrest equipment are—
 - i. 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
 - ii. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- d) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

10.21. Public health and safety (Section 9 of the OHS Act)

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- a) Non- employees entering the site for whatever reason;
- b) The surrounding community; and
- c) Passers-by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

10.22. Personal and other protective equipment (Sections 8, 15 and 23 of the OHS Act)

The principal contractor is required to identify the hazards in the workplace and control them throughout the project. The PC must either eliminate hazards and, where it is not practicable implement steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions. However Personal protective equipment should, always be the last resort and there should always first be an attempt to either eliminate or apply engineering and other methods to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintain the said equipment that he/she provides to his/her employees and train them in the proper use of the said equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution must be found that may include relocating the employee.

The principal contractor will **not charge any fee** for protective equipment prescribed by him or her **but may charge for equipment under the following conditions**, following a disciplinary hearing:

- Where the employee requests additional issue in excess of what is prescribed.
- Where the employee has blatantly abused or neglected the equipment leading to early failure;
- Where employee has lost said equipment

11. PRINCIPAL CONTRACTOR'S ADMINISTRATIVE CONTROLS FOR COVID 19

The principal contractor shall follow all the legal guidelines as per the OHS Act 1993 and CR 2014 and Disaster Management Act 2002 as amended

Administrative controls require action by the employee and employer. Typically, administrative controls are changes in work policy or procedures to reduce or minimize exposure to a hazard. Examples of administrative controls for COVID-19 include:

- Encouraging sick workers to stay at home.
- Minimizing contact among workers, clients, and customers by replacing face- to-face meetings with virtual communications e.g. conference calls, Skype, etc.
- Minimizing the number of workers on site at any given time e.g. rotation or shift work.
- Discontinuing nonessential local and international travel.
- Regularly check travel advice from the Department of Health at: www.health.gov.za
- Developing emergency communications plans, including a task team for answering workers' concerns and internet-based communications, if feasible.
- Providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g. cough etiquette and care of PPE).

Training workers who need to use protective clothing and equipment on how to put it on, use/wear it and take it off correctly, including, in the context of their current and potential duties. Training material should be easy to understand and available in the appropriate language and literacy level for all workers.

11.1. Safe Work Practices

Safe work practices are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard. Examples of safe work practices for COVID 19 include:

- Providing resources and a work environment that promotes personal hygiene. For example, no-touch refuse bins, hand soap, alcohol-based hand rubs containing at least 70 percent alcohol, disinfectants, and disposable towels for workers to clean their hands and their work surfaces.
- Requiring regular hand washing or using of alcohol-based hand rubs. Workers should always wash hands when they are visibly soiled and after removing any PPE.

11.2. COVID19 Virus Personal Protective Equipment

Employers are obligated to provide their workers with PPE needed to keep them safe while performing their duties. The types of PPE required during a COVID-19 outbreak will be based on the risk of being infected with the virus while working and job tasks that may lead to exposure.

Workers, including those who work within 2meters of patients known to be, or suspected of being, infected with COVID-19 and those performing aerosol-generating procedures, need to use respirators:

- Approved N95 filtering half face respirators as a minimum used in the context of a comprehensive, written respiratory protection program that includes fit-testing, training, and medical exams.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies.

11.2.1. Examples of PPE include:

Gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, when appropriate. During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on geographic location, updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19. Employers should check the NICD website regularly for updates about recommended PPE.

All types of PPE must be:

- Selected based upon the hazard to the worker.
- Properly fitted (e.g., respirators).
- Consistently and properly worn when required.
- Regularly inspected, maintained, and replaced, as necessary.
- Properly removed, cleaned, and stored or disposed of, as applicable, to avoid contamination of self, others, or the environment.

DISPLAY HANDWASHING SIGNS IN RESTROOMS AND AROUND THE SITE CAMP

12.COST FOR HEALTH AND SAFETY MEASURES DURING THE CONSTRUCTION PROCESS

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids must demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety system as proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHS Act and its Regulations.

Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1)(h).

13. Signatures

Compiled by:

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K. R. Leepo

Date: 19 JULY 2021
