



**EASTERN CAPE PROVINCE  
DEPARTMENT OF EDUCATION  
REQUEST FOR QUOTATION  
FOR  
EMERGENCY REPAIRS AT  
SIHOBOTI PUBLIC COMBINED SCHOOL**

**3GB**

**EMIS NO: 200200763**

**DISTRICT: AMATHOLE DISTRICT**

**RFQ NO: 2022/07/701**

**Consisting of:**

**Single Volume: The Request for Quotation (Returnable) - This document**

**BIDDER: .....**

**CRS NO: .....**

Compiled for:

**SUPPLY CHAIN MANAGEMENT**  
Eastern Cape Department of Education  
Steve Tshwete Complex, Zone 6  
**ZWELITSHA**  
5608

Website: [www.edu.ecprov.gov.za](http://www.edu.ecprov.gov.za)

Compiled by:

**SEPTEMBER 2023**

**PNO:**

# REQUEST FOR QUOTATION

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## **Part 1: BID PROCEDURE**

**T1.1: Request for Quotation Notice and Invitation to Bid  
(SBD1)**



## **REQUEST FOR QUOTATION NOTICE**

### **DEPARTMENT OF EDUCATION** **EASTERN CAPE PROVINCE**

Bidders are hereby invited by **DoE** for the following contract, relating to the Provision of Generators to EcDoE facilities.

## **EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL**

**RFQ NO: 2022/07/701**

**[CIDB Grade: 3GB Category or Higher]**

#### **Principal Agent**

Mr Q Msiwa

Tel: 040 608 4707

#### **Project Leader (DoE)**

Mr Q Msiwa

Tel: 040 608 4707

Request for Quotation documents will be available as from **12h00** on **05 September 2023** at the offices of the **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha** or **Website <https://eceducation.gov.za/>**.

Completed Request for Quotation documents in a sealed envelope endorsed with the project name, request for quotation number and description must be deposited in the Tender Box, **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00** on **08 September 2023** when request for quotations will not be opened in public. The performance of the Contractor will be evaluated on a monthly basis and the overall performance report will be issued at the end of the project.

**Site Briefing Meeting - There will be no briefing session.**

#### **Bidders shall take note of the following Bid conditions –**

- Single Volume to be submitted
- Priced BoQ to be submitted
- Bidders are required to have a CIDB contractor grading designation **3GB** or higher
- JV Agreements with installers and CIDB graded contractors would be acceptable.
- An approved surety will be required
- Penalties for late completion will be enforced
- Late request for quotations will not be accepted
- Letter of Good Standing from the Compensation Fund or FEMA to be submitted with request for quotation
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES could result in the request for quotation being eliminated

- ❑ CIPRO/CIPC Certificate to be submitted with tender
- ❑ Adjudication criteria are as follows:
  - ❑ **80** Points for Price
  - ❑ **20** Points for Specific Goals

Bids with a threshold value up to R50 000 000,00 shall be evaluated on 80/20 principle. Preference points shall be allocated as per below table:

| Preferential goals Historically Disadvantaged individuals | Allocation of Points |
|---|----------------------|
| Women participation                                       | 4                    |
| Persons with disabilities                                 | 2                    |
| Promotion of Youth  | 6                    |
| Specific goals  |                      |
| Enterprises located in the Eastern Cape Province          | 6                    |
| Promotion of Military Veterans                            | 2                    |

## 1. CLAIMING OF PREFERENCE POINTS

- 1.1. Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- 1.2. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- 1.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- 1.4. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.
- 1.5. Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the

borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

1.6. Preference points may be allocated to other RDP goals as follows:

- (a) Promotion of south African owned enterprises
- (b) Promotion of export-oriented production to create jobs
- (c) Creation of new jobs or intensification of labour absorption
- (d) Promotion of enterprises located in the rural areas
- (e) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

- Tender validity period is 120 (one hundred and twenty) calendar days.
- Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender
- An original valid SARS Tax Clearance Certificate/Pin must be submitted with the tender, in order to be considered. Failure for submission of Tax Clearance Certificate will result in elimination of tender. In the case of a JV, each partner must present an original SARS Tax Clearance Certificate.
- Form T2.2r (Compulsory Enterprise Questionnaire) must be completed by all or the tender will be eliminated.
- In case of a joint venture a two compulsory enterprise questionnaire must be submitted.

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

The BEE may or may not interview the bidder should it deem it necessary.

**Procurement Contact Official**

**Mr P Nxozana**

**Tel:**

**Pakamile.Nxozana@ecdoe.gov.za**

**Infrastructure Contact Official**

**Mr Q Msiwa**

**Tel: 040 608 4707**

**Qiqile.Msiwa@ecdoe.gov.za**

## PART A INVITATION TO BID

|   |   |               |  |  |       |
|---|---|---------------|--|--|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |   |               |  |  |       |
| RFQ NO.:  | 2022/07/701   | CLOSING DATE: | 08 September 2023  | CLOSING TIME:  | 11h00 |
| DESCRIPTION   | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL                                       |               |  |  |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |   |               |  |  |       |
| RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,  |   |               |  |  |       |
| STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6,   |   |               |  |  |       |
| ZWELITSHA   |   |               |  |  |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |   |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |  |       |
| CONTACT PERSON  | Mr P Nxozana  |               | CONTACT PERSON   | Mr Q Msiwa   |       |
| TELEPHONE NUMBER  |   |               | TELEPHONE NUMBER   | 040 608 4707   |       |
| FACSIMILE NUMBER  |   |               | FACSIMILE NUMBER   |  |       |
| E-MAIL ADDRESS  | Pakamile.Nxozana@ecdoe.gov.za   |               | E-MAIL ADDRESS   | qiqile.msiwa@edu.ecprov.gov.za   |       |
| <b>SUPPLIER INFORMATION</b>   |   |               |  |  |       |
| 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]<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No         |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |               |  |  |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]          |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |               |  |  |       |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **T1.2 Request for Quotation Data**

## T1.2: REQUEST FOR QUOTATION DATA

|                                  |  |                        |                          |
|----------------------------------|--|------------------------|--------------------------|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |                        |                          |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |                        |                          |
| <b>Advertising date:</b>         | <b>05 September 2023</b>                                     | <b>Closing date:</b>   | <b>08 September 2023</b> |
| <b>Closing time:</b>             | 11h00  | <b>Validity period</b> | 120 Days                 |

| Clause number |   |                       |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
|---------------|---|-----------------------|-------------------------|-----------------------|--------|--|-----------------------|--------|------------------------------|-----------------------|--------|--|-----------------------|--------|---|-----------------------|--------|--|----------------------|--------|--------------------|----------------------|--------|--|----------------------|--------|--|----------------------|--------|-------------------------------|----------------------|
|               | <p>The conditions of Request for Quotation applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423.</p> <p>The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.</p>  |                       |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| C.1.2         | The employer is the Eastern Cape Province <b>Department of Education</b>  |                       |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| C.1.3.1       | <p>The Request for Quotation documents issued by the employer comprise:</p> <p><b>THE REQUEST FOR QUOTATION (SINGLE VOLUME)</b><br/> <b>Part 1: Bidding Procedure</b><br/>           T1.1 Request for Quotation Notice and Invitation to Bid (SBD1)<br/>           T1.2 Request for Quotation Data</p> <p><b>Part 2: Agreement and Contract Data</b><br/>           C1.1 Form of Offer and Acceptance<br/>           C1.1a Final Summary of Bills of Quantities (C2.2)<br/>           C1.1b Standard Conditions of Tender<br/>           C1.2 Contract Data<br/>           C1.3 Form of Guarantee</p> <p><b>Part 3: Returnable Schedules/Documents</b><br/>           T2.1 List of Returnable Documents<br/>           T2.2 Returnable Documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SBD4</td> <td style="width: 65%;">Declaration of interest</td> <td style="width: 20%;">Mandatory Requirement</td> </tr> <tr> <td>SBD6.1</td> <td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td> <td>Mandatory Requirement</td> </tr> <tr> <td>SBD6.2</td> <td>Local production and content</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.1</td> <td>Certificate of authority for signatory</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.2</td> <td>Certificate of authority for joint ventures</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.5</td> <td>Record of addenda to Request for Quotation documents</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.6</td> <td>Capacity of Bidder</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.7</td> <td>Relevant project experience - completed projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.8</td> <td>Relevant project experience - current projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.9</td> <td>Schedule of plant &amp; equipment</td> <td>Additional documents</td> </tr> </table> | SBD4                  | Declaration of interest | Mandatory Requirement | SBD6.1 | Preference points claim form in terms of Preferential Procurement Regulations 2022 | Mandatory Requirement | SBD6.2 | Local production and content | Mandatory Requirement | T2.2.1 | Certificate of authority for signatory | Mandatory Requirement | T2.2.2 | Certificate of authority for joint ventures | Mandatory Requirement | T2.2.5 | Record of addenda to Request for Quotation documents | Additional documents | T2.2.6 | Capacity of Bidder | Additional documents | T2.2.7 | Relevant project experience - completed projects | Additional documents | T2.2.8 | Relevant project experience - current projects | Additional documents | T2.2.9 | Schedule of plant & equipment | Additional documents |
| SBD4          | Declaration of interest   | Mandatory Requirement |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| SBD6.1        | Preference points claim form in terms of Preferential Procurement Regulations 2022  | Mandatory Requirement |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| SBD6.2        | Local production and content  | Mandatory Requirement |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.1        | Certificate of authority for signatory  | Mandatory Requirement |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.2        | Certificate of authority for joint ventures   | Mandatory Requirement |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.5        | Record of addenda to Request for Quotation documents  | Additional documents  |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.6        | Capacity of Bidder  | Additional documents  |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.7        | Relevant project experience - completed projects  | Additional documents  |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.8        | Relevant project experience - current projects  | Additional documents  |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |
| T2.2.9        | Schedule of plant & equipment   | Additional documents  |                         |                       |        |  |                       |        |                              |                       |        |  |                       |        |   |                       |        |  |                      |        |                    |                      |        |  |                      |        |  |                      |        |                               |                      |

|       |   |   |                       |
|-------|---|---|-----------------------|
|       | T2.2.10   | Compulsory enterprise questionnaire   | Mandatory Requirement |
|       | T2.2.11   | CIDB grading certificate  | Mandatory Requirement |
|       | T2.2.12   | Other certificates (certified copies to be inserted by Bidder), etc   | Mandatory Requirement |
|       |   | <ul style="list-style-type: none"> <li>• Certified copy of CIPC company registration certificate</li> <li>• Certified copies of ID's of shareholders, members, partners or sole owner</li> <li>• Letter of Good Standing from Bank where Bidder's primary transaction account is</li> <li>• Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993</li> <li>• CSD Registration Summary Report dated not more than thirty (30) days prior to the Request for Quotation closing date.</li> <li>• Original valid SARS tax clearance certificate and pin</li> </ul> | Mandatory Requirement |
|       | T2.2.13   | Completed project reference forms   | Additional documents  |
|       |   | <ul style="list-style-type: none"> <li>• Priced BoQ</li> </ul>  | Mandatory Requirement |
|       |   |   |                       |
|       |   |   |                       |
|       |   |   |                       |
|       |   |   |                       |
|       | <p><b>THE CONTRACT</b></p> <p><b>Part 4: Scope of Work</b></p> <p>C3.1 Scope of work</p> <p>C3.2 Health and Safety Specification</p> <p>C3.4 Contractors Reports</p> <p><b>Part 5: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Preliminaries / Bill of Quantities / Final Summary</p> <p><b>Part 6: Site information</b></p> <p>C4 Site information</p> <p>C5 Drawings</p>  |   |                       |
| C.1.4 | The employer's agent is:  |   |                       |
|       | Name:   | Q Msiwa (Eastern Cape Province Department of Education)   |                       |
|       | Capacity:   | Principal Agent   |                       |
|       | Address:  | Steve Tshwete Building  |                       |
|       | Tel:  | (040) 608 4707  |                       |
|       | Fax:  |   |                       |
|       | E-mail:   | qiqile.msiwa@ecdoe.gov.za   |                       |
| C.2.1 | <p>Only those Bidders who satisfy the following eligibility criteria should submit Request for Quotations:</p> <ol style="list-style-type: none"> <li>1. Submit an offer only if the Bidder satisfies the criteria stated in the Request for Quotation data and the Bidder, or any of his principals, is not under any restriction to do business with the employer.</li> <li>2. The Bidder is registered with the CIDB, in a <b>3GB</b> or higher class of construction work.</li> <li>3. The Bidder is registered on the National Treasury Central Supplier Data Base (<a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>)</li> <li>4. The Bidder accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact.</li> </ol> |   |                       |



|          |   |
|----------|---|
| C.2.13.5 | Request for Quotation offers shall be submitted as originals only.  |
| C.2.13.6 | A two-envelope system is not required.  |
| C.2.13.9 | Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.  |
| C.2.15   | The closing time for submission of Request for Quotation offers is as per the Request for Quotation Notice (T1.1) and the Invitation to Bid (SBD 1).  |
| C.2.16   | The Request for Quotation offer validity period is as per the Request for Quotation Notice (T1.1) and the Invitation to Bid (SBD 1).  |
| C.2.17   | Provide clarification of the Request for Quotation offer in response to do so from the employer during the evaluation of Request for Quotation 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 Bidders or substance of the Request for Quotation offer is sought, offered, or permitted.  |
| C.2.22   | Not a requirement   |
| C.2.23   | Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Quotation.  |
| C.3.4    | The time and location for opening of the Request for Quotation offers are as per the Request for Quotation Notice (T1.1).   |
| C.3.11   | <p>Financial Offer and Preference will be evaluated as follows:</p> <p>The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution.</p> <p>The score for price is calculated using the following formula:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of bid under consideration;</p> <p>Pt = Price of bid under consideration and</p> <p>Pmin = Price of lowest acceptable bid.</p> <p>A trust, consortium or joint venture will qualify for points for their Specific Goals.</p> |
| C.3.11   |   |
| C.3.13   | <p>Request for Quotation offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>2. The Bidder has not: <ol style="list-style-type: none"> <li>a. Abused the Employer's Supply Chain Management System; or</li> </ol> </li> </ol>  |

|        |  |
|--------|--|
|        | <p>b. Failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>3. The Bidder has completed the compulsory declarations 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 Request for Quotation process;</p> <p>4. The Bidder has registered on the Centralized Supplier Database (CSD) prior to submitting Request for Quotations (open Request for Quotations). Any prospective Bidder found to have tax matters not in order with SARS during the evaluation process will be eliminated and not be considered further;</p> <p>5. The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>The Bidder is in good standing with the Compensation Fund.</p> |
| C.3.17 | <p>The number of paper copies of the signed contract to be provided by the employer is <b>1 (one)</b> copy of the signed contract to the successful Bidder.</p>  |

## **Part 2: AGREEMENT AND CONTRACT DATA**

## **C1.1 Form of Offer and Acceptance**

## C1.1: FORM OF OFFER AND ACCEPTANCE

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

**OFFER**

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

**EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL**

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

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

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

.....

.....Rand (in words);

R .....(in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the Bidder** .....

.....  
(Name and address of organization)

Name and signature of witness ..... Date .....

**ACCEPTANCE**

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The Bidder shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

**for the Employer** .....

.....  
(Name and address of organization)

Name and signature of witness .... Date .....

## Schedule of Deviations

### Notes:

- 1. The extent of deviations from the Request for Quotation documents issued by the employer before the Request for Quotation closing date is limited to those permitted in terms of the conditions of Request for Quotation.*
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Request for Quotation documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the Request for Quotation documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

3. Subject \_\_\_\_\_

Details \_\_\_\_\_

4. Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Request for Quotation data and addenda thereto as listed in the Request for Quotation schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Request for Quotation/ quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**C1.1a**

**Final Summary of Bills of Quantities**

| Section No. | <b><u>FINAL SUMMARY</u></b>   | Page | Amount   |
|-------------|---|------|----------|
| 2           | Alterations   | 2-5  |          |
| 3           | Building Works  | 3-12 |          |
| 4           | External Works  | 4-2  |          |
| 5           | Preliminaries   | 5-30 |          |
| 6           | Provisional Sums  | 6-2  |          |
|             | ADD: CONTINGENCIES  |      |          |
|             | Allow the Amount of R300,000.00 ( Three Hundred Thousand Rands) for Contingencies to be used or deducted in full at the Principal Agent's discretion. |      |          |
|             | SubTotal excluding Value Added Tax  |      |          |
|             | ADD VAT @ 15%:  |      |          |
|             | Carried to Tender   |      | <b>R</b> |
|             | FINAL SUMMARY   |      |          |

## **C1.1b Standard Conditions of Tender**

# CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

## C.1 General

### C.1.1 Actions

**C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.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. Bidders 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.*

**C.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.

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

**C.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.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer 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 tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications 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.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Bidders shall submit tender offers in response to the proposed contract in the first round of submissions.

Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Bidders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Bidders shall not apply.

C.1.6.2.2 All responsive Bidders or at least a minimum of not less than three responsive Bidders that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, Bidders shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Bidders have been requested to submit their best and final offer.

##### **C.1.6.3 Proposal procedure using the two stage-system**

###### **C.1.6.3.1 Option 1**

Bidders 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.

#### **C.1.6.3.2 Option 2**

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

C.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.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.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.

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

#### **C.2.2 Cost of tendering**

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

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

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders 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.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

## **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might 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.

## **C.2.10 Pricing the tender offer**

C.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 fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.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.

C.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.

## **C.2.11 Alterations to documents**

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

## **C.2.12 Alternative tender offers**

C.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.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.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.

C.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 Bidders 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.

- C.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.
- C.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.
- C.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.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.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.

#### **C.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.

#### **C.2.15 Closing time**

- C.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.
- C.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.

#### **C.2.16 Tender offer validity**

- C.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.
- C.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.
- C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.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 Bidders or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause C.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.

### **C.2.18 Provide other material**

C.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.

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

### **C.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.

### **C.2.20 Submit securities, bonds and policies**

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.

### **C.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.

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all Bidders who collected tender documents.

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

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

### **C.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 (3) working 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 Bidders who collected tender documents.

### **C.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.

### **C.3.4 Opening of tender submissions**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

C.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 Bidders' 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.

C.3.5.2 Evaluate functionality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals status level. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to Bidders, 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.

### **C.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.

### **C.3.8 Test for responsiveness**

C.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.

C.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 Bidders 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.

**C.3.9 Arithmetical errors, omissions and discrepancies**

- C.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.
- C.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 C.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.
- C.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.
- C.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.

**C.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.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| <b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b> |  |
|---|--|
| <b>Requirement</b>  | <b>Qualitative interpretation of goal</b>  |
| Fair  | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.  |
| Equitable   | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.   |
| Transparent   | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive   | The system provides for appropriate levels of competition to ensure cost effective and best value  |

|                |  |
|----------------|--|
|                | outcomes.  |
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.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.

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.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.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.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.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to Bidders 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 Bidders or might prejudice fair competition between Bidders.

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## **C1.2 Contract Data**

## C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

|  |   |
|--|---|
|  | <p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> |
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|  |   |
|--|---|
|  | <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the Bidder documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but 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 <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets.</p> |
|--|---|

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|-------------|---|
| <b>42.0</b> | <b>PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER</b> |
|-------------|---|

|               |   |
|---------------|---|
| <b>42.1</b>   | <b>CONTRACTING AND OTHER PARTIES</b>  |
| <b>42.1.1</b> | <p><b>Employer:</b><br/>Eastern Cape Province Department of Education</p> <p><b>Postal address:</b><br/>Private Bag X0032<br/>BHISHO<br/>5605</p> <p><b>Tel:</b> 040 608 4335                      <b>Fax:</b> 040 – 602 7272</p> <p><b>Physical address:</b><br/>Steve Tshwete Building<br/>Zone 6<br/>Zwelitsha</p> |
| [1.2]         |   |

|   |  |
|---|--|
| 42.1.2<br>[1.1, 5.1]  | <b>Principal Agent: TBC</b><br><br><b>Tel: Fax:</b>  |
| 42.1.3<br>[1.1, 5.2]  | <b>Agent (1) - TBC</b><br><br><b>Agent's service:</b><br><br><b>Postal address:</b><br><br><br><b>Tel: Fax:</b>  |
| 42.1.4<br>[1.1, 5.2]  | <b>Agent (2) - TBC</b><br><br><b>Agent's service:</b><br><br><b>Postal address:</b><br><br><br><b>Tel: Fax:</b>  |
| 42.1.5<br>[1.1, 5.2]  | <b>Agent (3) - TBC</b><br><br><b>Agent's service:</b><br><br><b>Postal address:</b><br><br><br><b>Tel: Fax:</b>  |
| 42.1.6<br>[1.1, 5.2]  | <b>Agent (4) - TBC</b><br><br><b>Agent's service:</b><br><br><b>Postal address:</b><br><br><br><b>Tel: Fax:</b>  |
| <b>42.2</b>   | <b>CONTRACT DETAILS</b>  |
| 42.2.1<br>[1.1]   | <b>Works</b> description: Refer to document C3.1 – Scope of Work.  |
| 42.2.2<br>[1.1]   | <b>Site</b> description: Refer to document C4 – Site Information.  |
| 42.2.4<br>[41.0]  | Specific options that are applicable to a State organ only<br>Where so :   |
| [31.1 #]<br>[31.11.2 #]<br>[31.12.2#]<br><br><br><br><br><br><br><br><br><br><br>[11.2.#] | 1) Interest rate legislation:<br>(a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply;<br>and<br><br>(b) in respect of interest owed to the <b>employer</b> , 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 |

|   |   |  |
|---|---|--|
| <p>[31.4.2 #]</p> <p>[40.2.2.#]</p> <p>[26.1.2 #]</p> | <p>2) Lateral support insurance to be effected by the <b>contractor</b>:</p> <p>3) Payment will be made for materials and goods on site:<br/>Under no circumstance will deposits due by the <b>contractor</b> to any supplier or subcontractor for materials or equipment be paid prior to the delivery to site thereof, after which it will be regarded as materials and goods on site.</p> <p>4) Dispute resolution by adjudication:</p> <p>5) Extended <b>defects</b> liability period is applicable to the following elements:</p> <ul style="list-style-type: none"> <li>- all civil works such as roads, parking areas, stormwater &amp; soil drainage</li> <li>- all work done under electrical subcontracts</li> <li>- all work done under mechanical subcontracts</li> </ul> | <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| <p>42.2.6<br/>[15.3]</p>                              | <p>Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b>: Five (5) working days.</p>  |  |
| <p>42.2.7<br/>[24.3.1]<br/>[30.1]</p>                 | <p>For the <b>works</b> as a whole:<br/>The date for <b>practical completion</b> shall be <b>SIX (6)</b> Months (including statutory holidays, but excluding the annual builders' shutdown period) from the date that possession of the site is given to the contractor and the penalty per calendar day shall be <b>8.5c per R100 of the contract value</b>.</p>   |  |
| <p>42.2.9<br/>[1.2]</p>                               | <p>The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b></p>   |  |
| <p><b>42.3</b></p>                                    | <p><b>INSURANCES</b></p>  |  |
| <p>42.3.1<br/>[10.1 #,<br/>10.2 #,<br/>12.1 #]</p>    | <p>Contract <b>works</b> insurance to be effected by the <b>contractor</b></p> <p><input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20%</p> <p>With a deductible not exceeding 5% of each and every claim</p>  |  |
| <p>42.3.2<br/>[10.1#,<br/>10.2 #,<br/>12.1 #]</p>     | <p>Supplementary insurance is required: <b>Yes</b></p> <p>To the minimum value of the <b>contract sum</b> plus 20 %</p>   |  |
| <p>42.3.3<br/>[11.1#,<br/>12.1 #]</p>                 | <p>Public liability insurance to be effected by the <b>contractor</b></p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p>   |  |
| <p>42.3.4<br/>[11.2 #,<br/>12.1 #]</p>                | <p>Support insurance to be effected by the <b>contractor</b>:</p> <p><b>Not Applicable</b></p>  |  |
| <p><b>42.4</b></p>                                    | <p><b>DOCUMENTS</b></p>   |  |
| <p>42.4.2<br/>[3.7]</p>                               | <p>Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge</p>  |  |
| <p>42.4.3</p>   | <p><b>Bills of quantities / <del>Lump sum document</del> schedule of rates</b> drawn up in accordance with: Standard System of Measuring Building Work (seventh edition as amended)</p>   |  |
| <p>42.4.4<br/>[15.1.1]</p>                            | <p>The <b>priced bills of quantities</b> shall be submitted with the Request for Quotation submission :<br/>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>   |  |

|                                   |  |
|-----------------------------------|--|
| 42.4.5<br>[3.4]                   | <b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>   |
| 42.4.6<br>[31.5.3]<br><br>[32.13] | <p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidders, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>   |
| 42.4.7<br><br>[3.10]              | <p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Offer and Acceptance, comes into effect.</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer’s construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the date that possession of the site is given to the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CORRUPT PRACTICE</b> – 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.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to and after the Bidder submission) designed to establish Bidder prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <ol style="list-style-type: none"> <li>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</li> <li>(b) in respect of interest owed to the <b>employer</b>, 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</li> </ol> |

**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 expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his Bid.

3.7 Add at the end thereof:

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 to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 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 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 neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- 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 and will remain adequately insured or insured 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 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
- 14.0 Replace the entire clause 14.0 with the following:
- 14.0 **SECURITY**
- 14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding 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 fourteen (14) 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 fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten percent (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 percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.3.2 Within fourteen (14) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within fourteen (14) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one percent (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 percent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**

- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) 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 Bidder
- 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 percent (5%) of the **contract sum** (excluding VAT) and a five percent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 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 percent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) 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 percent (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**

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|  | <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten percent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of <b>commencement date</b>.</p> <p>The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p>“Give the <b>contractor</b> possession of the site within five (5) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words “and the appointment of <b>nominated</b> and <b>selected subcontractors</b>”</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.1.4 Add 15.1.4 as follows:</p> <p>31.6 The value of materials and goods in terms of 31.4.2 shall be included in the value certified only where, to the satisfaction of the principal agent, the materials and goods are:</p> <p>31.6.5 Add 31.6.5 as follows:</p> <p>Covered by an advance payment guarantee or such other security as may be accepted by the employer where stored off the site. Standard JBCC Guarantee wording would be applicable.</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five percent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven percent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine percent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> |
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- 31.8(A).4 One hundred percent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where **security** is a payment reduction in term 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 percent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven percent (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 percent (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 percent (100%) of such value in the final **payment certificate** in terms of 34.6 except were 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**
- 31.9 Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”. Should the Contractor’s tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon that date, the thirty (30) day period for due date of payment of the invoice shall commence.
- 31.12 Delete the following: “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  
32.5.4 **contractor**”  
and  
32.5.7
- 32.12 Replace “**contractor**” with “**employer**”
- 33.2 Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor’s** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the **contractor’s** failure or neglect to proceed with the **works** in terms of the contract
- 33.2.11 the **contractor’s** failure or neglect for any reason to complete the **works** in accordance with the contract
- 33.2.12 the **contractor’s** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the **contractor’s** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 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” as per **PPPFA**

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|-------------|--|
|             | <p>36.3 Remove reference to “No clause”, and replace “<b>principal agent</b>” with “<b>employer</b>”</p> <p>36.7 Add the following: “Notwithstanding any clause to the contrary, on cancellation of this 37.5<br/>this agreement either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever<br/>and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a<br/>38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to<br/>refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on<br/>the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120)<br/>and<br/>38.5.4</p> <p>39.3.5 Add the following words at the end thereof: :”within one hundred and twenty (120)<br/><b>working days</b> of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own<br/>costs concerning the mediation and equally share the costs of the mediator and<br/>related costs.</p> |
| <b>42.0</b> | <b>PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR</b>  |
| 42.0.1      | The successful <b>contractor</b> must have a built environment professional on his staff or he must employ one for the duration of the contract.   |
| 42.0.2      | All bids shall remain valid for a period of one hundred and twenty (120) calendar days after the Request for Quotation closing date.   |
| 42.0.3      | The successful bidder will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award.  |
| 42.0.4      | The successful bidder will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award.  |
| 42.0.5      | The successful Bidder will be required to submit a construction program and contractor’s cash flow within twenty one (21) calendar days upon receipt of the letter of award.   |
| 42.0.6      | At least thirty percent (30%) of the total labour force employed during the execution of the <b>works</b> , shall be from the local community.   |
| 42.0.7      | Labour rates to be in line with National Minimum Wage Act.   |
|             | <b>POST-BID INFORMATION</b>  |
| <b>42.5</b> | <b>CONTRACT DETAILS</b>  |
| 42.5.1      | <p><b>Contractor:</b></p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p>  |

|   |   |  |  |   |  |  |  |   |  |
|---|---|--|--|---|--|--|--|---|--|
|   | <p>.....</p> <p>Tel: ..... Fax: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>   |  |  |   |  |  |  |   |  |
| 42.5.2  | <p>The accepted <b>contract sum</b> inclusive of tax is</p> <p>R.....</p> <p>Amount in words: .....</p> <p>.....</p>  |  |  |   |  |  |  |   |  |
| 42.5.3<br>[31.3]  | <p>The latest day of the month for the issue of an interim <b>payment certificate</b>:</p> <p>.....</p>   |  |  |   |  |  |  |   |  |
| 42.5.4<br>[32.12]   | <p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>  |  |  |   |  |  |  |   |  |
| 42.5.5<br>[32.12]   | <p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>  |  |  |   |  |  |  |   |  |
| 42.5.7<br>[14]  | <p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1"> <tr> <td>(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p> | (1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> | (4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)  | Yes <input type="checkbox"/> No <input type="checkbox"/>  |  |  |   |  |  |  |   |  |
| (2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)   | Yes <input type="checkbox"/> No <input type="checkbox"/>  |  |  |   |  |  |  |   |  |
| (3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)                        | Yes <input type="checkbox"/> No <input type="checkbox"/>  |  |  |   |  |  |  |   |  |
| (4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/>  |  |  |   |  |  |  |   |  |
| 42.5.8<br>[29.7.2]  | <p>The annual building holiday period after the commencement of the construction period:</p> <p>from ..... to .....</p>   |  |  |   |  |  |  |   |  |

|                                    |  |   |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
|------------------------------------|--|---|--|-----------------------------|---------------------------|--|-----------------------------|--------------------|--|-----------------------------|---------------------------|--|-----------------------------|------------------------|--|---|
| <b>42.6</b>                        | <b>DOCUMENTS</b>   |   |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
| 42.6.1                             | Contract documents marked and annexed hereto: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 35%;"><b>Priced bills of quantities:</b></td> <td style="width: 20%;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="width: 45%;">Document marked as<br/>.....</td> </tr> <tr> <td><b>Lump sum document:</b></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as<br/>.....</td> </tr> <tr> <td><b>Guarantees:</b></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as<br/>.....</td> </tr> <tr> <td><b>Contract drawings:</b></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as<br/>.....</td> </tr> <tr> <td><b>Other documents</b></td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>(attach additional pages if more space is required)</td> </tr> </table><br><div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 10px;"></div> | <b>Priced bills of quantities:</b>                  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as<br>..... | <b>Lump sum document:</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as<br>..... | <b>Guarantees:</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as<br>..... | <b>Contract drawings:</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | Document marked as<br>..... | <b>Other documents</b> | Yes <input type="checkbox"/> No <input type="checkbox"/> | (attach additional pages if more space is required) |
| <b>Priced bills of quantities:</b> | Yes <input type="checkbox"/> No <input type="checkbox"/>   | Document marked as<br>.....                         |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
| <b>Lump sum document:</b>          | Yes <input type="checkbox"/> No <input type="checkbox"/>   | Document marked as<br>.....                         |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
| <b>Guarantees:</b>                 | Yes <input type="checkbox"/> No <input type="checkbox"/>   | Document marked as<br>.....                         |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
| <b>Contract drawings:</b>          | Yes <input type="checkbox"/> No <input type="checkbox"/>   | Document marked as<br>.....                         |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |
| <b>Other documents</b>             | Yes <input type="checkbox"/> No <input type="checkbox"/>   | (attach additional pages if more space is required) |  |                             |                           |  |                             |                    |  |                             |                           |  |                             |                        |  |   |

|                                |   |                            |  |                                |                     |                            |  |
|--------------------------------|---|----------------------------|--|--------------------------------|---------------------|----------------------------|--|
| <b>42.8</b>                    | <b>SIGNATURES OF THE CONTRACTING PARTIES</b>  |                            |  |                                |                     |                            |  |
|                                | Thus done and signed at _____ on<br>_____<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">           _____<br/>           Name of signatory         </td> <td style="width: 50%; border: none; text-align: right;">           _____<br/>           for and behalf of the <b>Employer</b> who<br/>           by signature hereof warrants<br/>           authorization hereto         </td> </tr> <tr> <td style="border: none;">           _____<br/>           Capacity of signatory         </td> <td style="border: none; text-align: right;">           _____<br/>           as Witness         </td> </tr> </table><br>Thus done and signed at _____ on<br>_____<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">           _____<br/>           Name of signatory         </td> <td style="width: 50%; border: none; text-align: right;">           _____<br/>           for and behalf of the <b>Contractor</b> who         </td> </tr> </table> | _____<br>Name of signatory | _____<br>for and behalf of the <b>Employer</b> who<br>by signature hereof warrants<br>authorization hereto | _____<br>Capacity of signatory | _____<br>as Witness | _____<br>Name of signatory | _____<br>for and behalf of the <b>Contractor</b> who |
| _____<br>Name of signatory     | _____<br>for and behalf of the <b>Employer</b> who<br>by signature hereof warrants<br>authorization hereto  |                            |  |                                |                     |                            |  |
| _____<br>Capacity of signatory | _____<br>as Witness   |                            |  |                                |                     |                            |  |
| _____<br>Name of signatory     | _____<br>for and behalf of the <b>Contractor</b> who  |                            |  |                                |                     |                            |  |

|  |                                |   |
|--|--------------------------------|---|
|  | hereto                         | by signature hereof warrants<br>authorization |
|  | _____<br>Capacity of signatory | _____<br>as Witness                           |

### **C1.3 Form of Guarantee**

## C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

|                           |   |
|---------------------------|---|
| Project title:            | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| Request for Quotation No: | 2022/07/701   |

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the  
“**contractor**”) and the **Eastern Cape Department of Education** (hereinafter referred to as the “**employer**”).  
Request for Quotation No: **2022/07/701** for the **EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED  
SCHOOL** (hereinafter referred to as the “**contract**”)  
in the amount of R \_\_\_\_\_, ( \_\_\_\_\_  
\_\_\_\_\_) (amount in words),  
(hereinafter referred to as the **contract sum** excluding VAT.)  
I/We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter  
referred to as the **guarantor**”) advise that the **guarantor** hold at the **employer’s** disposal the sum of  
R \_\_\_\_\_ ( \_\_\_\_\_ )  
(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti; excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor’s** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
- a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - b) shall lapse on the date of the last **certificate of practical completion**; and
  - c) shall not be interpreted as extending the **guarantor’s** liability to anything more than payment of the amount guaranteed.

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

AS WITNESS

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Part 3: Returnable Schedules/Documents**

## **T2.1 List of Returnable Documents**

## 2.1: LIST OF RETURNABLE DOCUMENTS

|                         |  |                                  |                    |
|-------------------------|--|----------------------------------|--------------------|
| <b>Project title:</b>   | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |                                  |                    |
| <b>Principal Agent:</b> | Eastern Cape Province Department of Education                | <b>Request for Quotation No:</b> | <b>2022/07/701</b> |

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the Bid)

| Bid Document Name  | Number of pages issued | Returnable Document   |
|--|------------------------|---|
| Declaration of Interest (SBD4)   | 3 Pages                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1) | 6 Pages                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Local Production and Content (SBD 6.2)   | 7 Pages                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Certificate of Authority for Signatory (T2.2.1)  | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Certificate of Authority for Joint Ventures (T2.2.2)   | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Schedule of Proposed Subcontractors (T2.2.3)   | 1 Page                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Final Summary Page of Bills of Quantities (C1.1a)  | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Completed Project Reference Forms (T2.2.13)  | 6 Pages                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

### 2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR QUOTATION EVALUATION PURPOSES

| Bid Document Name  | Number of pages issued | Returnable Document   |
|--|------------------------|---|
| Site Inspection Certificate (T2.2.4)                                 | 1 Page                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Capacity of the Bidder (T2.2.6)                                      | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Relevant Project Experience - Completed Projects (T2.2.7)            | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Relevant Project Experience - Current Projects (T2.2.8)              | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CIDB Grading Certificate (T2.2.11)                                   | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CIPC Company Registration Certificate (T2.2.12)                      | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ID's of shareholders, members, partners or sole proprietor (T2.2.12) | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Letter of Good Standing from Bank (T2.2.12)                          | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Letter of Good Standing from Compensation Fund (T2.2.12)             | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| CSD Registration Summary Report (T2.2.12)                            | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| SARS Tax Clearance Certificate and Pin (T2.2.12)                     | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Proof of Locality of Head Office (T2.2.12)                           | 1 Page                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

### 3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

| <b>Bid Document Name</b>                                      | <b>Number of pages issued</b> | <b>Returnable Document</b>  |
|---|-------------------------------|---|
| Record of Addenda to Request for Quotation Documents (T2.2.5) | 1 Page                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Schedule of Plant and Equipment (T2.2.9)                      | 1 Page                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Compulsory Enterprise Questionnaire (T2.2.10)                 | 1 Page                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

| <b>Bid Document Name</b>                                  | <b>Number of pages issued</b> | <b>Returnable Document</b>  |
|---|-------------------------------|---|
| Form of Offer and Acceptance (C1.1)                       | 3 Pages                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Contract Data (C1.2)                                      | 14 Pages                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Applicable form of Guarantee (C1.3)                       | 4 Pages                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Priced Bills of Quantities including Preliminaries (C2.2) | 90 Pages                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

## **T2.2      Returnable schedules**

## **SBD 4 : BIDDER'S DISCLOSURE**

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

**YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

---

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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

## **SBD 6.1 : Preference Points Claim Form**

## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM**

In order to claim preference points, Bidders are to note the following:

- The SBD 6.1 form must be completed and duly signed.
- EME's with an annual total revenue of R3 million or less, are required to submit a sworn affidavit (Construction Charter) confirming their level of black ownership, etc to claim points.

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|--|--|
| Woman Ownership   | 2  | 5  |  |  |
| Ownership with Disabilities                                 | 1  | 2  |  |  |
| Youth Ownership   | 3  | 5  |  |  |
| Enterprises located in the Eastern Cape Province            | 3  | 6  |  |  |
| Ownership by Military Veterans                              | 1  | 2  |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions

of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

|   |       |
|---|-------|
| .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>                    | ..... |
| <b>DATE:</b>                                | ..... |
| <b>ADDRESS:</b>                             | ..... |
|   | ..... |
|   | ..... |
|   | ..... |

## **SBD 6.2: Local Production and Content**

## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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, 2022, 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, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 Specific Goals
- 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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

#### 2. 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> |
|--|-------------------------------------|
| Reinforcement                                  | 100%                                |
| Roof coverings                                 | 100%                                |
| Steel windows, doors and frames                | 100%                                |
| Sundry metalwork and structural steelwork      | 100%                                |
| Gutters and down pipes                         | 100%                                |

|                     |      |
|---------------------|------|
| uPVC and HDPE pipes | 100% |
| Electrical cables   | 100% |
| Fencing             | 100% |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.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.

4. 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 RFQ NO. 2022/07/701**

**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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/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
- (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 3.1 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 3.1 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 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

Annexure C

**Local Content Declaration – Summary Schedule**

|      |                           |       |  |     |  |      |  |
|------|---------------------------|-------|--|-----|--|------|--|
| (C1) | Tender No.                |       |  |     |  |      |  |
| (C2) | Tender Description:       |       |  |     |  |      |  |
| (C3) | Designated product(s)     |       |  |     |  |      |  |
| (C4) | Tender Authority:         |       |  |     |  |      |  |
| (C5) | Tender Entity Name:       |       |  |     |  |      |  |
| (C6) | Tender Exchange Rate:     | Pula: |  | EU: |  | GBP: |  |
| (C7) | Specified local content % |       |  |     |  |      |  |

Note: VAT to be excluded from all calculations

| Calculation of Local Content |               |                                 |                         |   |                |             |                            |
|------------------------------|---------------|---------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's             | List of items | Tender price – each (excl. VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)                         | (C9)          | (C10)                           | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |
|                              |               |                                 |                         |   |                |             |                            |

| Tender Summary |                    |                                 |                        |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty     | Total tender value | Total exempted imported content | Total imported content |
| (C16)          | (C17)              | (C18)                           | (C19)                  |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |
|                |                    |                                 |                        |

|   |  |
|---|--|
| (C20) Total tender value                                |  |
| (C21) Total Exempt imported content                     |  |
| (C22) Total tender value net of exempt imported content |  |
| (C23) Total Imported content                            |  |
| (C24) Total local content                               |  |
| (C25) Average local content % of tender                 |  |

**Signature of Bidder from Annex B**

Date: \_\_\_\_\_

**Annexure D**

**Imported Content Declaration – Supporting Schedule to Annex C**

|      |                       |       |  |     |  |      |  |
|------|-----------------------|-------|--|-----|--|------|--|
| (D1) | Tender No.            |       |  |     |  |      |  |
| (D2) | Tender Description:   |       |  |     |  |      |  |
| (D3) | Designated product(s) |       |  |     |  |      |  |
| (D4) | Tender Authority:     |       |  |     |  |      |  |
| (D5) | Tender Entity Name:   |       |  |     |  |      |  |
| (D6) | Tender Exchange Rate: | Pula: |  | EU: |  | GBP: |  |

Note: VAT to be excluded from all calculations

**A. Exempted imported content**

**Calculation of imported content**

| Tender Item no's | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT |
|------------------|---------------------------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|
| (D7)             | (D8)                            | (D9)           | (D10)             | (D11)  | (D12)                   | (D13)                  | (D14)                          | (D15)                                       | (D16)                       |
|                  |                                 |                |                   |  |                         |                        |                                |   |                             |
|                  |                                 |                |                   |  |                         |                        |                                |   |                             |
|                  |                                 |                |                   |  |                         |                        |                                |   |                             |

**Summary**

| Tender QTY | Exempted imported value |
|------------|-------------------------|
| (D17)      | (D18)                   |
|            |                         |
|            |                         |
|            |                         |

(D19) Total exempt imported value

This total must correspond with Annex C - C21

**B. Imported directly by Tenderer**

**Calculation of imported content**

| Tender Item no's | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT |
|------------------|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|
| (D20)            | (D21)                           | (D22)           | (D23)             | (D24)  | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                       |
|                  |                                 |                 |                   |  |                         |                        |                                |   |                             |
|                  |                                 |                 |                   |  |                         |                        |                                |   |                             |
|                  |                                 |                 |                   |  |                         |                        |                                |   |                             |

**Summary**

| Tender QTY | Total imported value |
|------------|----------------------|
| (D30)      | (D31)                |
|            |                      |
|            |                      |
|            |                      |

(D32) Total imported value by tenderer

**C. Imported by a 3<sup>rd</sup> party and supplied to the Tenderer**

**Calculation of imported content**

| Description of imported content | Unit of Measure | Local Supplier | Overseas supplier | Foreign currency value as per commercial invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl. VAT |
|---------------------------------|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|-----------------------------|
| (D33)                           | (D34)           | (D35)          | (D36)             | (D37)  | (D38)                   | (D39)                  | (D40)                          | (D42)                                       | (D42)                       |
|                                 |                 |                |                   |  |                         |                        |                                |   |                             |
|                                 |                 |                |                   |  |                         |                        |                                |   |                             |
|                                 |                 |                |                   |  |                         |                        |                                |   |                             |

**Summary**

| Tender QTY | Total imported value |
|------------|----------------------|
| (D43)      | (D44)                |
|            |                      |
|            |                      |
|            |                      |

(D45) Total imported value by 3<sup>rd</sup> party

**D. Other foreign currency payments**

**Calculation of foreign currency**

| Type of payment | Local Supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange |
|-----------------|-----------------------------------|----------------------|-----------------------------|-------------------------|
| (D46)           | (D47)                             | (D48)                | (D49)                       | (D50)                   |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |

**Summary of Payments**

| Local value of payments |
|-------------------------|
| (D51)                   |
|                         |
|                         |
|                         |

**Signature of tenderer from Annex B**

\_\_\_\_\_  
Date: \_\_\_\_\_

(D52) Total of foreign currency payments by tenderer/or 3<sup>rd</sup> party

(D53) Total of imported content & foreign currency payments (D32), (D45) & (D52) above

This total must correspond with Annex C – C23

## Annexure E

|   |
|---|
| <b>Local Content Declaration – Supporting Schedule to Annex C</b> |
|---|

|      |                       |  |
|------|-----------------------|--|
| (E1) | Tender No.            |  |
| (E2) | Tender Description:   |  |
| (E3) | Designated product(s) |  |
| (E4) | Tender Authority:     |  |
| (E5) | Tender Entity Name:   |  |

|  |
|--|
| Note: VAT to be excluded from all calculations |
|--|

| Local Products (Goods, Services and Works)           | Description of items purchased | Local Suppliers | Value |
|--|--------------------------------|-----------------|-------|
|  | (E6)                           | (E7)            | (E8)  |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
| (E9) Total local products (Goods, Service and Works) |                                |                 |       |

|                           |                                      |  |  |
|---------------------------|--------------------------------------|--|--|
| (E10)                     | Manpower costs                       | (Tenderer's manpower cost)   |  |
| (E11)                     | Factory overheads                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) |  |
| (E12)                     | Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.)                       |  |
| (E13) Total local content |                                      |  |  |

|   |
|---|
| This total must correspond with annex C – C24 |
|---|

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

## **T2.2.1 Certificate of Authority for Signatory**

## T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

|                           |   |
|---------------------------|---|
| Project title:            | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| Request for Quotation No: | 2022/07/701   |

**NOTE: This returnable document must be on a company letterhead**

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the bidder for Contract No. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

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

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**T2.2.2 Certificate of Authority for Joint Ventures**

## T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for Quotation in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the Request for Quotation and any contract resulting from it on our behalf.

| Name of Firm              | Address | Duly Authorised Signatory                                     |
|---------------------------|---------|---|
| Lead Partner<br><br>_____ |         | Signature: _____<br><br>Name: _____<br><br>Designation: _____ |
| <br><br>_____             |         | Signature: _____<br><br>Name: _____<br><br>Designation: _____ |
| <br><br>_____             |         | Signature: _____<br><br>Name: _____<br><br>Designation: _____ |
| <br><br>_____             |         | Signature: _____<br><br>Name: _____<br><br>Designation: _____ |

## **T2.2.4 Site Inspection Certificate**

## T2.2.4: SITE INSPECTION CERTIFICATE

|                       |  |
|-----------------------|--|
| <b>Project title:</b> | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Tender No:</b>     | <b>2022/07/701</b>   |

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection:

Time of Inspection:

---

Name of Tenderer

---

Signature of Tender

---

Signature of Representative/Agent

---

Date

## **T2.2.5 Record of Addenda to Request for Quotation Documents**

## T2.2.5: RECORD OF ADDENDA TO BID DOCUMENTS

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

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

|     | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Bidder .....

## **T2.2.6 Capacity of Bidder**

## T2.2.6: CAPACITY OF THE BIDDER

|  |  |
|--|--|
| <b>Project title:</b>  | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b>   | <b>2022/07/701</b>   |
| <p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Bidder. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p> |  |

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

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

|                |              |                  |       |
|----------------|--------------|------------------|-------|
| <b>Signed:</b> | .....<br>... | <b>Date:</b>     | ..... |
| <b>Name:</b>   | .....<br>... | <b>Position:</b> | ..... |

**Bidder:** .....

## **T2.2.7 Relevant Project Experience - Completed Projects**

## T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

|                           |   |
|---------------------------|---|
| Project title:            | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| Request for Quotation No: | 2022/07/701   |

Bidders must submit a max one-page description of at least three projects successfully completed.

**Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

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

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

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

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

Signed ..... Date .....

Name ..... Position .....

Bidder .....

## **T2.2.8 Relevant Project Experience - Current Projects**

## T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

**Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

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

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

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

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

Signed

.....

Date

.....

Name

.....

Positi  
on

.....

*Bidder*

.....

## **T2.2.9 Schedule of Plant & Equipment**

## T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Bid is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

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 Bid is acceptable.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

## **T2.2.10 Compulsory Enterprise Questionnaire**

## T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

|  |  |                                    |  |
|--|--|------------------------------------|--|
| <b>Project title:</b>  | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |                                    |  |
| <b>Request for Quotation No:</b>   | <b>2022/07/701</b>   |                                    |  |
| The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.  |  |                                    |  |
| <b>Section 1: Name of enterprise:</b>  |  |                                    |  |
| <b>Section 2: VAT registration number, if any:</b>   |  |                                    |  |
| <b>Section 3: CIDB registration number, if any:</b>  |  |                                    |  |
| <b>Section 4: CSD number:</b>  |  |                                    |  |
| <b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>  |  |                                    |  |
| <b>Name*</b>   | <b>Identity number*</b>                                      | <b>Personal income tax number*</b> |  |
|  |  |                                    |  |
|  |  |                                    |  |
|  |  |                                    |  |
| <i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>   |  |                                    |  |
| <b>Section 6: Particulars of companies and close corporations</b>  |  |                                    |  |
| Company registration number:   |  |                                    |  |
| Close corporation number:  |  |                                    |  |
| Tax reference number:  |  |                                    |  |
| <b>Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.</b>   |  |                                    |  |
| <b>Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.</b>   |  |                                    |  |
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:   |  |                                    |  |
| <ul style="list-style-type: none"> <li>i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order;</li> <li>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;</li> <li>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;</li> <li>iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for Quotation offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</li> <li>v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</li> </ul> |  |                                    |  |
| Signed   |  | Date                               |  |
| Name   |  | Position                           |  |
| <i>Enterprise name</i>   |  |                                    |  |

## **T2.2.11 CIDB Grading Certificate / Proof of Registration**

## **T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION**

|                           |   |
|---------------------------|---|
| Project title:            | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| Request for Quotation No: | 2022/07/701   |

Bidders are required to submit with their Request for Quotation:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY BIDDER  
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN RESPECT OF EACH PARTNER MUST BE SUBMITTED**

## **T2.2.12 Other certificates, etc.**

## **T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY BIDDER**

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

Bidders are required to submit with their Request for Quotation:

- Certified copy of CIPC company registration certificate
- Certified copies of ID's of shareholders, members, partners or sole proprietor
- Letter of Good Standing from Bank where Bidder's primary transaction account is
- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- CSD Registration Summary Report dated not more than thirty (30) calendar days prior to the Request for Quotation closing date
- Original valid SARS tax clearance certificate and pin
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

|  |
|--|
| <b>NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER</b> |
|--|

**Insert certified copy of CIPC certificate**

**Insert certified copies of ID's**

**Insert Letter of Good Standing from Bank**

**Insert Letter of Good Standing from Compensation  
Fund**

## **Insert CSD Registration Summary Report**

**Insert Original Valid SARS Tax Clearance Certificate  
and Pin**

**Insert Certified Copy of  
Municipal Account or Lease Agreement**

## **T2.2.13 Insert Completed Project Reference Forms**

## PROJECT REFERENCE RETURNABLE 1 OF 3

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

**NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

|  | Very Poor<br>1 | Poor<br>2 | Fair<br>3 | Good<br>4 | Excellent<br>5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming               |                |           |           |           |                |
| 2. Quality of workmanship  |                |           |           |           |                |
| 3. Resources: Personnel  |                |           |           |           |                |
| 4. Resources: Plant  |                |           |           |           |                |
| 5. Financial management / payment of subcontractors / cash flow, etc |                |           |           |           |                |

B. Would you consider / recommend this Bidder again:

|     |    |
|-----|----|
| YES | NO |
|     |    |

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## PROJECT REFERENCE RETURNABLE 2 OF 3

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

**NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

|  | Very Poor<br>1 | Poor<br>2 | Fair<br>3 | Good<br>4 | Excellent<br>5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming               |                |           |           |           |                |
| 2. Quality of workmanship  |                |           |           |           |                |
| 3. Resources: Personnel  |                |           |           |           |                |
| 4. Resources: Plant  |                |           |           |           |                |
| 5. Financial management / payment of subcontractors / cash flow, etc |                |           |           |           |                |

B. Would you consider / recommend this Bidder again:

|     |    |
|-----|----|
| YES | NO |
|     |    |

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Signature of principal agent

|               |
|---------------|
| COMPANY STAMP |
|---------------|

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## PROJECT REFERENCE RETURNABLE 3 OF 3

|                                  |  |
|----------------------------------|--|
| <b>Project title:</b>            | <b>EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL</b> |
| <b>Request for Quotation No:</b> | <b>2022/07/701</b>   |

**NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Bidder.**

I, \_\_\_\_\_ (name and surname) of  
 \_\_\_\_\_ (company name) declare

that I was the principal agent on the following building construction project successfully  
 executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

|  | Very Poor<br>1 | Poor<br>2 | Fair<br>3 | Good<br>4 | Excellent<br>5 |
|--|----------------|-----------|-----------|-----------|----------------|
| 1. Project performance / time management / programming               |                |           |           |           |                |
| 2. Quality of workmanship  |                |           |           |           |                |
| 3. Resources: Personnel  |                |           |           |           |                |
| 4. Resources: Plant  |                |           |           |           |                |
| 5. Financial management / payment of subcontractors / cash flow, etc |                |           |           |           |                |

B. Would you consider / recommend this Bidder again:

|     |    |
|-----|----|
| YES | NO |
|     |    |

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Signature of principal agent

|               |
|---------------|
| COMPANY STAMP |
|---------------|

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

# **THE CONTRACT**

## **Part 4: Scope of Work**

## **C3.1 Scope of work**

### **C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

|                |   |
|----------------|---|
| Project title: | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| RFQ No:        | 2022/07/701   |

## **C3. Scope of Works**

### 1. GENERAL

#### a) EXTENT OF THE WORKS

**The work comprises of:**

- Roof repairs
- Ceiling repairs
- Floor coverings
- Rain water goods
- Painting

#### b) ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the programme and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The bidder is to take specific notice of this, most especially to the penalty clause.

#### c) BUILDING OCCUPIED

Yes

#### d) ACCESS – Gravel Road

## **C3.2 Health and Safety Specification**

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**FOR**

**CONSTRUCTION OR REFURBISHMENT OF EC  
SCHOOLS (SMALL PROJECTS)**

**EASTERN CAPE DEPARTMENT OF  
EDUCATION**

**(THE “CLIENT”)**

|                              |                                |
|------------------------------|--------------------------------|
| Prepared By:                 | Dr. Claire Deacon CHSA010/2013 |
| Last revision 02/12/2022 By: | Ntokozo Ngwenya                |

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| Project Details                       |                     |
|---------------------------------------|---------------------|
| Date of compilation:                  | Revision number: 00 |
| Value of project:                     | Commencement date:  |
|                                       | Contract period:    |
|                                       |                     |
| Occupational Health and Safety Agent: |                     |

| <i>Professional responsibilities</i> | <i>Company</i> | <i>Contact person</i> | <i>Telephone</i> | <i>Fax</i> | <i>email</i> |
|--------------------------------------|----------------|-----------------------|------------------|------------|--------------|
| Architects                           |                |                       |                  |            |              |
| Civil Engineers                      |                |                       |                  |            |              |
| Structural Engineers                 |                |                       |                  |            |              |
| Electrical Engineers                 |                |                       |                  |            |              |
| HVAC Engineers & Fire Consultants    |                |                       |                  |            |              |
| Quantity Surveyors                   |                |                       |                  |            |              |

**Site Details:**

**Locality of the works:**

**REFERENCES,**

- Occupational Health and Safety Act (OHSA) No. 85 of 1993 and Regulations (as amended);
- Compensation for Injury and Occupational Diseases Act (COIDA) No. 100 of 1993 (as amended);
- South African Council for the Project and Construction Management Professions (SACPCMP) 2013: Scope of services for the OHS Consultant, Manager and Officer;
- Any other internal standards and specifications developed by the Client as they affect the operations, and
- The amended Baseline Risk assessment
- South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
- Road Traffic Safety Act No. 93 of 1996 (as amended)
- Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6<sup>th</sup> Edition 2010
- SANS Code 10400
- SABS 1200

**1. LIST OF ABBREVIATIONS**

|      |  |
|------|--|
| AIA  | Approved Inspection Authority          |
| BoQ  | Bill of Quantities                     |
| CC   | Compensation Commissioner              |
| CR   | Construction Regulations               |
| CHSO | Construction Health and Safety Officer |
| DMR  | Driven Machinery Regulations           |
| DEL  | Department of Employment and Labour    |
| FEMA | Federated Employers Mutual Association |
| GAR  | General Administration Regulations     |
| GSR  | General Safety Regulations             |

|         |   |
|---------|---|
| HCSR    | Hazardous Chemical Substances Regulations                                 |
| HIRA    | Hazard Identification Risk Assessment                                     |
| H&S     | Health and Safety   |
| ER      | Engineer's Representative   |
| LI      | Labour Intensive  |
| DMA     | Disaster Management Act   |
| OH      | Occupational Health   |
| OHSA    | Occupational Health and Safety Act No. 85 of 1993 (as amended)            |
| SSHSS   | Site Specific Health and Safety Specification                             |
| PC      | Principal Contractor  |
| PPE     | Personal Protective Equipment   |
| SANS    | South African National Standards (Authority)                              |
| SACPCMP | South African Council for Project and Construction Management Professions |
| SDS     | Safety Data Sheet   |
| SMME    | Small, Micro, Medium Enterprise   |
| SWP     | Safe Work Procedure   |

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. The CLIENT has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of the Client and stakeholders, which include its employees, professional service providers, public and its physical assets.

The responsibilities that the Client and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Where there is an appointed OHS Consultant its behalf, shall provide a site specific Health & Safety Specification (SSHSS) for the project and provide the Principal Contractor/s (PC) making a bid or appointed to perform construction work for the project, or parts thereof.

By drawing up this SSHSS, the Client has endeavoured to address the most critical aspects relating to H&S issues in order to assist the contractor in adequately providing for the health and safety of employees on site.

Should the Client not have addressed all H&S aspects pertaining to the work that is tendered for, the contractor needs to include it in the SSHSP and inform the Client of such issues when submitting the tender, or as soon as identified.

Notwithstanding the above, cognisance needs to be taken of the current Disaster Management Plan, and all the requirements of the current levels of lockdown, standards, guidelines and information published from time to time.

## **2. Purpose of the Site Specific Health and Safety Specification (SSHSS)**

The SSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client, Agents, Professional Designers (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the SSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the SSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatary Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. If the NEC contract is used a copy of the signed contract shall form part of the H&S file submission.

The SSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly if applicable to the project.

## 2.1 Project description/detailed scope of work as it applies to the project (Details as per the scope of work)

The Scope of work as identified by the Stakeholders is as follows:

- Preliminary and General
- Breaking
- Painting
- Carpentry
- Brickwork
- Roof Work
- Asbestos Work

The works shall be done in accordance with the applicable SANS 1200 specifications, Municipal By-laws and Regulations, variations and additions to the standardized specifications applicable to this contract and the technical specifications of the Client for work that falls outside of the standardized specifications.

## 2.2 Programme Description

|  |   |
|--|---|
| Clarification Meeting  | <i>TBA</i>  |
| Time allowed for preparation of H&S plan/file after tender award |   |
| Approval date of SSHSP   | <i>Within 1 week after submission but subject to content as per this requirement, for more than one review.</i> |
| Induction dates  | <i>To be advised after Approvals of H&amp;S Plan/file</i>   |
| Estimated Commencement date of work on site                      | <i>Subject to approval of H&amp;S Plan.</i>   |
| Estimated Project completion date or project duration            | <i>Dependant on site establishment and site hand over</i>   |
| Project term   |   |

## 3. Implementation of the Site Specific Occupational Health and Safety Specifications (SSHSS)

The site specific H&S specification (SSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A SSHSS will be available for each level of Contract and Contractor and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the SSHSP and associated documentation. The summary of risks is included in Section 2 of the SSHSS.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the SSHSP by the H&S Agent, or the responsible person of the Client.

Should there be design changes, or change in the scope of works, an amended SSHSS may be issued. Where amended SSHSSs are issued, the PC will be required to ensure a resubmission of an amended SSHSP for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. Such design changes.

The OHS Consultant will visit the project at least bi-monthly to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued, and penalties or work stoppage will be issued where appropriate. Communication between the OHS Consultant and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

### 3.1 Requirements at Start Up

A site specific H&S Plan (SSHSP) in response to this SSHSS will be subject to approval by the OHS Consultant within the stipulated time period as noted in the tender. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that the PC has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements along with, and aligned with the project programme for review by the Principal Agent, Designer and appropriate risk assessments and safe work procedures for approval by the OHS Consultant or Client:
- Site establishment including:
  - A procedure must be drafted relative to protection/ prevention of injury to persons other than PC employees, during undertaking of such construction activity.
  - Exposure of services, power, telecommunication etc.;
  - Arrangements for hoarding, traffic accommodation if applicable;
  - Excavating for services;
  - An emergency plan indicating how and where emergencies will be handled, and
  - Working at heights (if applicable).

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Principal Agent/Client is required before work on that aspect or activity can commence. The construction CHSO (CHSO) is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.

Penalties will be applied should this not be adhered to and deemed a serious offence.

## 4. GENERAL REQUIREMENTS

### 4.1 Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.

The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the PC risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.

| PHASES OF THE PROJECT | RESIDUAL RISKS IDENTIFIED TO BE MANAGED (as applicable)  |
|-----------------------|--|
| Site Establishment    | Bringing in containers, fitting with electricity, phone and fax, toilet hire. Hoarding, security and access to be managed and in place.  |
| Site Clearance        | Traffic accommodation, movement of heavy construction vehicles, use hand tools, chainsaws, use of local labour and contractors.  |
| Earthworks            | Open excavations, use of plant and machinery, use of lifting equipment for laying storm water concrete pipes, electrical hand tools plant and equipment during paving. Noise monitoring. |
| Ancillary Roadworks   | Use of chemicals, excavation and use of hand tools.  |

|                                    |   |
|------------------------------------|---|
| Housekeeping, stacking and storage | The area is adequate to ensure housekeeping and stacking and storage principles are followed. However, the children need to be kept well away from all work areas including the site camp, and notices to be clear in warning of dangerous construction activities. Care and increased attention to ensure all materials and vehicles are carefully managed and designated routes are used. |
| General                            | Use of local labour, and contractors, CLO to do regular information sessions. High winds and inclement weather require monitoring for all working at heights  |
| Painting                           | Hand mixing may occur, 50kg paint drums are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from paint fumes exposure, chromates.   |

#### 4.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

| PRODUCTS/SUBSTANCES/RISKS | POTENTIAL HEALTH OR OTHER RISKS   |
|---------------------------|---|
| Cement                    | Hand mixing may occur, 50kg bags are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from dust exposure, chromates. |
| Cement/Silica dust        | Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry.   |
| Wood dusts                | Caused by cutting, sanding, drilling wooden products treated Viz fencing poles.   |
| Mineral turpentine        | Applying paint and cleaning of paint brushes. Potential eye, nose, skin and respiratory irritant.   |
| Paint                     | Splashes into eyes, onto skin causing irritation.   |
| Cleaning materials        | Use of disinfectants and sanitizers   |

## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 5.1 Structure and Organization of H&S Responsibilities

An organogram will be available to identify key appointments and responsibilities on site and be kept up to date throughout the project.

#### 5.1.1 Notification of Commencement of Construction Work

The PC shall notify the Provincial Director of the Department of Employment and Labour (DEL) in writing, in the form of the Annexure in the CRs. This shall occur within 7 days of the award of the contract. Proof of submission and/or receipt must be provided and kept in the H&S file.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A must be submitted to the DEL. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

## **6. HEALTH AND SAFETY PLAN FRAMEWORK**

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SABS codes, SANS 10400 and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the SSHSP, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The OHS Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following to submit with the H&S plan:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency planning and equipment and first aiders;
- Protection of plant and public, indicate parking, designated vehicular routes and access to site;
- Storage areas (materials and equipment, waste etc.), and
- Storage of materials and waste;

Such layouts are to be updated regularly throughout the project.

Cognisance is to be given to those permanent employees who are over 60 years of age, and younger workers who have underlying chronic health issues such as high blood pressure, diabetes, TB, HIV and AIDS etc. Specialised workers who are indispensable will need to be declared fit for work by an occupational health service provider.

Key appointments and succession planning is to be available to ensure those who are playing key roles are able to cover the project at all times.

The project Organogram is to be updated accordingly and signed and dated at each update.

### **6.1 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1 or 16.2) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S are required and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHSO.

The SSHSP shall include the following, but is not limited to the following key appointments:

#### **6.1.1 Construction Supervision**

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility, regarding CR 8.1, 8.2 and 8.7. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Principal Agent, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

### 6.1.2 Construction Health and Safety Officer

The PC shall employ at least one competent, CHSO for the duration of the contract. The CHSO's CV is to be submitted for approval by the OHS Agent or the Client, at time of tender

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.).

Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar, with exposure to civil engineering and similar road construction, with at least 5 years' experience, given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHSO must have a competence to evaluate the Contractors Health and Safety plans and be registered with the SACPCMP as a CHSO.

This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHSO at all times;
- No new workers or Contractors may commence work without approval or following the SSHSP as submitted;
- No inductions of any Contractors' staff until the H&S documentation is approved by the CHSO, and
- The CHSO may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the OHS Consultant /Client and the CHSO. An example of the monthly report is attached as an Annexure D.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed. A list of the typical aspects that should be provided is available as Annexure B to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out. H&S documentation must be completed and be available with the close out of the main contract, or as determined at the time.

**Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.**

### 6.1.3 Traffic Safety

The CHSO will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

While this is difficult to control by the PC, induction training needs to include such information so workers can protect themselves. An on-site transportation policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. Disinfection of vehicles needs to be determined where possible, and sanitizers provided prior to boarding and recommended during transit.

Each worker is to be encouraged to wear a cloth mask while travelling, and this needs to be enforced if using company transport.

**Penalties will be issued for non-compliances noted.**

### 6.1.4 Health and Safety Representatives and H&S meetings (if applicable)

H&S Representatives representing workers and Contractors are to be appointed following the start up of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHSO and site management in meeting legislative duties.

All internal and external OHS Agent audits are to be discussed, as well as all H&S related issues at all internal production or progress meetings.

**Failure to do so will be deemed to be a moderate offence.**

#### **6.1.5 Appointment of Competent Contractors and Suppliers, short term works (if applicable)**

The PC is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work;
- No Contractor may work under the PCs Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner (CC). However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received, and
- No work may commence without Mandatary agreements between parties in place.

Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.) also require H&S Management. Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate and appropriately managed.

**Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.**

## **7. GENERAL RISK MANAGEMENT**

### **7.1 Health Risks and Medical Surveillance**

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes are labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to arrival on site that must be less than 12 months old. An exit medical will be required where the project exceeds 6 months in duration. Arrangements for keeping medical records for the required time are to be noted. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed, specifically for the asbestos exposed workers.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function tests) are not to be done until deemed safe to do so, and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

**Failure to do so will be considered a serious offence.**

## **8. Training**

Training of site personnel in H&S in the revised areas of work is required, mainly through induction between the Client and specific groups of employees. The CHSO is to determine training requirements and to report on needs or completed training in their reports and audits.

Records of all training, and acknowledgement of such training by attendees must be kept. Comprehensive records of all employees under the PCs control attending induction or any other training throughout the project shall be included. Amendments to statutes, the SSHSS, PSHSP, policies, procedures, method statements etc. shall require that all those affected shall undergo the relevant re-training.

### **8.1 Site Induction and other training**

The PCs shall ensure that all employees, and contractors have undergone the induction programme for visitors or contractors, or any other that is deemed necessary.

Appropriate time must be set-aside for training (induction and other) for all employees. No person will be able to commence work or visit the site where the induction has not been done.

All employees and visitors on site from either the Client or the PC shall carry the proof of induction training in form of an induction card. Client Induction is valid for a year from the date it was conducted and thereafter refresher induction shall be re-scheduled at least one month before the induction period expires.

Both parties shall keep a database of all records pertaining to induction and will inform Contractors of pending expiry though the overall responsibility of maintaining current induction cards still lies with the principal contractor. All induction cards issued must be returned on completion of the project to the Issuer.

Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of workers in a sheltered area large enough to maintain social distancing.

### **8.2 Noise Risks**

All plant from plant hire companies (suppliers) or that of the PC is to come to site with the appropriate testing completed and be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested or removed from site. Failure to do so within a reasonable time period will result in such plant being removed from site.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

### **8.3 Asbestos Work**

Only a registered asbestos contractor may do work which entails asbestos material. An Approved Inspection Authority must be consulted and Asbestos regulations complied to.

**Failure to do so will be considered a serious offence.**

## **9. Emergency Procedures**

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

Appointment of a competent emergency response co-ordinator

- Fire, public injury, asbestos;
- Falls from heights;

- Serious injury to workers (medical or work-related), and
- Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

### **9.1 Fire, First Aiders and First Aid Equipment**

At least 1 first aider will be trained to level 1. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

**Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.**

### **9.2 Incident Management and Compensation Claims**

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Principal Agent/Client /OHS Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

## **10. Personal Protective Equipment (PPE) and Clothing**

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable and is to be linked to the risk assessments. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs);
- At least 3 cloth masks (for general wear);
- Respiratory protection (minimum of FFP2) or as deemed required by the AIA, and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the SSHSP for approval.

Any person (including Client, Agents, etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

**Failure to comply will result in penalties being applied.**

## **11. Occupational Health and Safety Signage**

On-site H&S signage is required as well as standard H&S information. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required and appropriate to the risks identified in risk assessments.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

**Failure to comply will result in penalties being applied.**

#### **12. Induction of Employees and Visitors, General H&S Training**

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Designers) to the site.

Daily, pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Records to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a **penalty issued per non-compliance.**

#### **13. Management of Plant and Equipment**

The CHSO will ensure control of all plant and equipment, including daily monitoring, prior to commencing work. Full lists of hired and own plant are to be available at the OHS Consultant /Client audit. All daily inspection records are to be kept in the H&S file, or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

**Failure to do so will be considered a serious offence.**

#### **14. Excavations (if applicable)**

A procedure for managing excavations is to be provided as an addendum to the SSHSP describing how excavations are to be managed.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics or churches.

**Work will be stopped, and penalties applied to any work in excavations that is not compliant.**

#### **15. Working at heights (if applicable)**

A fall protection plan is to be available and supplied as an addendum to the H&S plan. The fall protection plan must be appropriate for the project. Proof of competency must be on file for the Fall Protection Plan Developer and the appointment of a Fall Protection Supervisor with competency to be on file. Method statements, appropriate risk assessments, safe work procedures and training (all employees are to be in possession of a valid working at heights certification) are to be available prior to work commencing.

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public or users of buildings are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file.

**Work will be stopped, and penalties applied to any work at heights that is not compliant.**

#### **16. Cranes and lifting equipment (if applicable)**

Lifting devices such as mobile cranes might be used during the project for deliveries, and moving of supplies or equipment,

Appropriate documentation must be made available for the cranes and operators. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

Chains, slings and webbing to have valid safe working load certification on file, should the documentation not be on site, the operation may be stopped, and fines imposed until such documentation may be delivered.

#### **17. Temporary Works (Scaffolding, support work, formwork) (if applicable)**

Temporary works must be properly designed and signed off by the PCs competent person for all temporary scaffolds, support work or formwork. In these instances, a competent person is defined as one who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and OHS Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Principal Agent/OHS Agent.

**Failure to do so will be considered a serious offence.**

#### **18. Auditing**

Frequency of external auditing by the OHS Agent or Client will be bi-monthly to conform to the requirements of the Construction Regulations. The site will be inspected, and the documentation audited relative to the activities and H&S plan. The CHSO of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited on a monthly basis, dependent upon the time to be spent on the site. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or OHS Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available the format of the audit reports will be reviewed by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

**Failure to address findings or non-conformances will be considered a serious offence.**

#### **19. Communication and Meetings on Site**

All H&S communication during the project between the OHS Consultant and the PC will be done through the Principal Agent and be in writing, including the issue and responses to non-conformances and H&S audit results.

**Failure to address issues timeously will be considered a serious offence.**

#### **20. Care of Workers on Site (Welfare)**

Adequate toilets, clean, safe drinking water and weather protected shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy.

Hand washing facilities, disinfectants and sanitizers will be provided across the site at common areas and entrances to work areas.

**Failure to ensure compliance will be considered a serious offence, work will be stopped if con-conformances noted until corrected.**

#### **21. HEALTH AND SAFETY FILE**

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

- The SSHSS;
- The SSHSP and the approval by Client;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers;
- Records of audits, minutes etc.;
- Plant lists;
- Temporary electrical installations, and
- Employee records (who is on site).

## 22. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

| <b>Minor:<br/>Penalty: R50/count</b>                                | <b>Medium:<br/>Penalty: R500/count and a non-conformance</b>   | <b>Severe<br/>Penalty: R5000/count, a non-conformance and/or activity stoppage</b>    |
|---|--|---|
| Non-use of PPE supplied   | Toilets not supplied or regularly serviced; lack of drinking water   | Contractors working without Health and Safety Plan approval                           |
| Non-completion of registers for plant and equipment on site         | Contractors not audited  | Workers transported in contravention of the OHS plan or legal requirements            |
| Lack of H&S signage at work areas                                   | Working without training or the appropriate, approved H&S method statements                                | Invalid Letters of Good Standing  |
| Tools and equipment identified in poor condition during inspections | Legal non-conformances identified during the previous audit and not addressed within the agreed time frame | Non-compliance with traffic accommodation requirements: layout or physical conditions |
|   | No monthly OHS report at site meeting to report on   | Any serious breach of legal requirements  |
|   | No certificates of fitness for workers as required   |   |
|   | Working without approved method statements   |   |

## 23. Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the SSHSS,
- (ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

## 24. Public safety

The Principal Contractor shall ensure at all times that staff, and general public are aware of the dangers and risks involved whilst construction is taking place.

- Safety signage / posters shall be posted at all areas where construction work is taking place;
- Edges, excavations, stockpile areas, material storage areas, will be demarcated and no entry signage appended;
- Safety talks with employees shall be done, all employees shall be involved in keeping the site safe;
- CLO shall be given talks to do with the community members who are directly involved;
- A record of all training shall be kept, and indemnity documents shall be signed by those attending the safety talks.
- Community unrest shall be handled by the local SAPS. CLO shall assist the Contractor should the need arise.

- No visitors to site are allowed unless proper arrangements are made.

## ANNEXURE A CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Consultant or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - All employees employed on a permanent or contractual basis over the duration of the contract
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### **Defect and Liability Period**

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OHS Consultant to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete





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|    | <b>HAZARD</b>                        | <b>RISK</b>  | <b>MINIMUM CONTROL MEASURES</b>   |
|----|--------------------------------------|--|---|
| 1. | Electrical commission                | Electrical shock   | <ul style="list-style-type: none"><li>- Personnel to comply with permits to work issued by client.</li><li>- Personal protective equipment to be worn by employees to prevent electrical shock.</li><li>- First aid treatment to be readily available.</li><li>- Only competent and trained persons may decommission or commission electrical equipment.</li></ul>  |
| 2. | Excavations (working in and around   | Toxic fumes<br>Collapse of trench walls/trapping<br>Falling into excavation<br>Collapse of adjacent structures | <ul style="list-style-type: none"><li>- Deep excavation/ Monitor air for toxic fumes.</li><li>- Prevent collapse by battering back sides to safe angle or install temporary support.</li><li>- Protect vehicles from falling into excavations, provide barriers, signage, etc. as necessary.</li><li>- Beware of undermining of other structures (e.g. building , scaffolds).</li><li>- Record excavations inspections by competent person on daily basis.</li><li>- Provide suitable means of access/egress in case of emergency.</li><li>- Excavations formed by explosives must be accompanied by method statement approved by client.</li></ul> |
| 3. | Explosive actuated fastening devices | Noise<br>Being stuck by cartridge or fixing  | <ul style="list-style-type: none"><li>- Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear plugs and head protection.</li><li>- Cartridge gun to be in good condition, inspected for damages and faults regularly and results entered register.</li><li>- Used and unused cartridges gun should be kept in a secure place when not in use, maintain register for return and issue.</li></ul>   |
| 4. | Explosive use                        | Injuries to personnel and by-passers<br>Property damage  | <ul style="list-style-type: none"><li>- Blaster must have all relevant permits, permission and licenses in place before blasting.</li></ul>   |



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|    |                          |   | <ul style="list-style-type: none"><li>- Method statement must be approved.</li><li>- Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers.</li><li>- Obtain permission from local authority and police.</li><li>- Blaster must be competent in blasting.</li><li>- Ensure blasting does not affect stability of adjacent structures/building.</li></ul>   |
| 5. | Fire                     | Injuries to workers, pedestrians, residents, road users, damage to property through fire. | <ul style="list-style-type: none"><li>- No littering on site which could become a fire hazard, maintain site in clean condition.</li><li>- No fires to be lit on site, have a working fire extinguisher at hand all times.</li><li>- No smoking or naked flames near flammable substances or in unauthorised areas.</li><li>- Ensure proper storage/use of petrol/diesel/flammable substances, post warning notices</li></ul>  |
| 6. | Flammable liquids        | Fire<br>Explosion   | <ul style="list-style-type: none"><li>- No littering on site which could become a fire hazard, maintain site in clean condition</li><li>- Have a working fire extinguisher at all times.</li></ul>   |
| 7. | Asbestos<br>Cement pipes | Release of asbestos fibres  | <ul style="list-style-type: none"><li>- Ensure safe access and egress is provided.</li><li>- Erect physical barriers to prevent entry by unauthorised persons, as applicable.</li><li>- Damp down exposed area to contain fibre release.</li><li>- Personnel involved to wear asbestos respiratory protection.</li><li>- Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.</li></ul> |



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| 8.  | Asbestos<br>Cement removal | Person falling from height<br>Debris falling from height<br>Falling of equipment or tools<br>Release of asbestos fibres | <ul style="list-style-type: none"><li>- Notice to be erected informing personnel of fragile roofs, as applicable.</li><li>- Ensure of safe access and egress in provided.</li><li>- Erect physical barriers to prevent entry by unauthorised persons and falls from heights, as applicable.</li><li>- Roof sheets to be sprayed with water to prevent fibre release, where feasible.</li><li>- Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release.</li><li>- Personnel involved to wear respiratory protection.</li><li>- Exclusive zone may be required under area of sheet removal to prevent injury from falls of material from heights.</li><li>- Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.</li></ul> |
| 9.  | Asphalting                 | Fire<br>Burns to skin<br>Skin disease   | <ul style="list-style-type: none"><li>- Suitable fire extinguisher to be place prior to commence of works</li><li>- Ensure competent personnel using material and competent and trained machinery/equipment operators.</li><li>- Ensure there is a safe workplace at all time.</li><li>- Ensure all personnel wear sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves.</li><li>- Health and safety data sheet required.</li></ul>  |
| 10. | Bricklaying                | Caustic contamination with mortar<br>Contact with sharp blade tools   | <ul style="list-style-type: none"><li>- Use only trained personnel.</li><li>- Safe means of access to be provided.</li></ul>   |



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|     |               |  | <ul style="list-style-type: none"> <li>- Safe/suitable working platform required where working at height.</li> <li>- PPE for mortar to include gloves where practical and goggles/ masks where there is a risk of contamination</li> </ul>   |
| 11. | Brush cutting | <p>Injury from contact with blade/nylon<br/>         Fire (where petrol used)<br/>         Electrocutation (where electrical tools are used)</p> | <ul style="list-style-type: none"> <li>- Person using brush cutter must be trained and competent.</li> <li>- Use PPE such as goggles, safety boots, ear protection, gloves, hard hat.</li> <li>- Brush cutter must be in good condition and maintained.</li> <li>- Adequate supervision on site at all times.</li> <li>- No smoking when refuelling, fire extinguisher to be on hand (where petrol is used)</li> </ul>   |
| 12. | Chainsaw use  | <p>Falling tree or branches causing injury to persons<br/>         Incorrect use of chainsaw causing injury</p>                                  | <ul style="list-style-type: none"> <li>- Person using chainsaw must be trained and competent</li> <li>- Use PPE such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jackets.</li> <li>- Chainsaw must be in good condition including guards.</li> <li>- Clear area below area of chainsaw use and where tree felling.'</li> <li>- When using chainsaw at height practise safety procedures</li> </ul>   |
| 13. | Plumbing      | <p>Falling material<br/>         Fall from height<br/>         Fire<br/>         Burns<br/>         Exposure to lead flames</p>                  | <ul style="list-style-type: none"> <li>- Ensure standard safety procedures are followed at all times</li> <li>- Only used trained and competent personnel</li> <li>- Ensure there is a safe working area at all times.</li> <li>- Ensure material are stored neatly</li> <li>- Ensure there is a safe access and egress at all times.</li> <li>- Ensure all personnel wear suitable and sufficient PPE.</li> <li>- Consider a hot works permit system prior to commencing of any hot works.</li> <li>- Make sure emergency procedures are in place and ensure all</li> </ul> |



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|-----|---|--|--|
|     |   |  | personnel are aware of where to go in case of fire.  |
| 14. | Plastering                                | Falling material<br>Fall from height<br>Contact with materials   | <ul style="list-style-type: none"> <li>- Ensure standard safety procedures are followed.</li> <li>- Ensure there is a safe working area.</li> <li>- Ensure safe access and egress.</li> <li>- Ensure competent personnel are used.</li> </ul>  |
| 15. | Plant or vehicles and equipment operation | Workers injured by passing traffic<br>Road users and pedestrians at risk from plant operation<br>Noise | <ul style="list-style-type: none"> <li>- Implement traffic protection measures.</li> <li>- Trained and competent operators must be used.</li> <li>- Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition.</li> <li>- Medical certificates of fitness required for construction plant.</li> <li>- Crossing of road by construction vehicles or machines must be limited to the practical minimum.</li> <li>- Plant and vehicles must be fitted with amber rotating beacons and reverse alarms.</li> <li>- Wear appropriate PPE</li> </ul> |
| 16. | Pilling                                   | Falls<br>Struck by machine<br>Exposure to noise  | <ul style="list-style-type: none"> <li>- Personnel to be trained and competent, pilling rig to be in safe condition and inspected on a daily basis on a register by competent personnel.</li> <li>- Empty pilling holes not to be left unguarded.</li> <li>- Only approach pilling plant on signal from operator.</li> <li>- Personnel to wear PPE such as ear plugs.</li> </ul>   |
| 17  | Paving (laying)                           | Impact injuries from tile/ mallet<br>Caustic burns<br>Sore knees<br>Cuts from cutter                   | <ul style="list-style-type: none"> <li>- Impervious gloves to be worn/ barrier cream to be used</li> <li>- Kneelers or similar to be available.</li> <li>- Personal protective equipment to be worn.</li> </ul>  |
| 18  | Painting                                  | Contact with paint   | <ul style="list-style-type: none"> <li>- Refer to safety data sheet for usage instructions, hazards and precautions required.</li> </ul>   |



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|    |                                     |   |  |
|----|-------------------------------------|---|--|
|    |                                     |   | <ul style="list-style-type: none"> <li>- When working at height, refer to risk assessment addressing this hazard.</li> </ul>   |
| 19 | Overhead services<br>(Working near) | Contact with live services causing injury to personnel<br>Damage caused to services   | <ul style="list-style-type: none"> <li>- Maintain safe clearance levels.</li> <li>- Establish presence of any services via proper walk through survey of site and/ or means service drawings.</li> <li>- Wear personal protective clothing.</li> <li>- Ensure height of plant/ vehicles does not compromise or exceed clearance levels from service provider.</li> </ul>   |
| 20 | Noise and Dust                      | Breathing in dust can cause long term health problems,<br>noise can damage hearing  | <ul style="list-style-type: none"> <li>- Wear respiratory and hearing protection.</li> <li>- Dampen down and minimise dust where possible.</li> </ul>  |
| 21 | Night work                          | Security<br>Lighting  | <ul style="list-style-type: none"> <li>- The contractor shall not undertake any night work without prior arrangement and written permit from the client.</li> <li>- The contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped</li> </ul>   |
| 22 | Compacting and filling              | Contact with tipping materials<br>Contact with moving plant<br>Vehicles/personnel falling into excavations<br>Contact with underground services | <ul style="list-style-type: none"> <li>- Trained banks man to control vehicle movement</li> <li>- Only trained personnel to use plant</li> <li>- Personnel to stand clear as materials are being tipped</li> <li>- Use stop blocks and signs to warn vehicles of excavations, where applicable</li> <li>- Stand clear of plant whilst material is being compacted</li> <li>- Establish position of underground services and protect services from damage.</li> </ul> |
| 23 | Concrete pumping                    | Sprains and strains<br>Hit by pump<br>Concrete burns<br>Collapse/bursting of structure  | <ul style="list-style-type: none"> <li>- Personnel to be in clear vision of pump operator</li> <li>- Trained pump operator</li> <li>- Personnel working with the concrete to wear the appropriate equipment to protect against cement burns</li> </ul>   |



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|    |                      |   |  |
|----|----------------------|---|--|
|    |                      |   | <ul style="list-style-type: none"> <li>- Design of structure being loaded to be approved by competent designer and inspect before, during and after loading.</li> <li>- Pump to be well maintained</li> </ul>  |
| 24 | Compactor operations | Crush of feet   | <ul style="list-style-type: none"> <li>- Only trained and competent personnel to use the machine</li> <li>- Ensure operators wear steel toe caps shoes or boots at all times</li> </ul>  |
| 25 | Confined spaces      | Suffocating Fumes   | <ul style="list-style-type: none"> <li>- Ensure that confined spaces is sufficiently ventilated</li> <li>- Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality.</li> <li>- Test oxygen levels in confined space to ensure that is safe for entry</li> <li>- Ensure that emergency procedures are in place</li> </ul>   |
| 26 | Cutting Kerbs        | Saw slipping, blade disintegrating  | <ul style="list-style-type: none"> <li>- Only trained operators to use saw and change blades.</li> <li>- PPE must be worn, gloves, goggles, dust mask and hearing protection.</li> <li>- People to be kept away from the work area.</li> <li>- Work to cease if people have to pass</li> <li>- Sparks etc. To be directed away from people and any flammable material.</li> </ul>  |
| 27 | Cutting Off Disc     | Noise<br>Cuts from machine<br>Fire (particularly at refuelling)<br>Flying debris<br>Blade shattering<br>Contamination by fume created or exhaust fume | <ul style="list-style-type: none"> <li>- Use competent personnel</li> <li>- Hot works control, fire extinguisher, fire watch man. (permit may be required).</li> <li>- PPE to include gloves, eye protection, hearing protection.</li> <li>- Solid working position</li> <li>- Clear working area</li> <li>- Correct grade of blade must be used</li> <li>- Good ventilation to be provided (Forced if necessary)</li> <li>- Changing of wheels to be by competent persons only</li> </ul> |



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|    |                                      |  |  |
|----|--------------------------------------|--|--|
|    |                                      |  | <ul style="list-style-type: none"> <li>- Cutting discs must not be used for grinding (grinding disc thicker).</li> <li>- Bystanders to wear hearing protection, as applicable.</li> </ul>  |
| 28 | Demolition                           | Falling materials premature collapse of structure  | <ul style="list-style-type: none"> <li>- Ensure there is current method statement in place</li> <li>- Ensure all emergency procedures are in place and all details are displayed.</li> <li>- Ensure that structural demolition has been approved by designer and site management</li> </ul>  |
| 29 | Kerb Laying                          | Nips at joints<br>Crushing by kerbs<br>Caustic burns   | <ul style="list-style-type: none"> <li>- Impervious gloves and barrier cream to be used to protect hands.</li> <li>- Personnel should be aware of safe manual handling techniques when handling kerbs.</li> </ul>  |
| 30 | Lead – working with removal of tiles | Toxic effects from exposure to lead and its compounds<br>Risk of inhalation, ingestion and absorption<br>Personnel falling from height<br>Debris falling from height | <ul style="list-style-type: none"> <li>- Demarcation of the workplace</li> <li>- Restriction of entry by unauthorised persons</li> <li>- Restriction of substances that can release airborne lead to certain areas</li> <li>- Limit number of workers exposed to lead</li> <li>- Regular cleaning of workplaces and equipment</li> <li>- All employees who are exposed to lead must be provided with suitable and adequate PPE</li> <li>- Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal.</li> <li>- The need for medical surveillance and the nature thereof is to be based on both risk assessment and air monitoring results and safety legislations.</li> </ul> |
| 31 | Lifting Operations                   | Falling material<br>Crushing by material<br>Hand injuries to the slinger<br>Toppling crane   | <ul style="list-style-type: none"> <li>- Check test certificate</li> <li>- Check examination certificate</li> <li>- Check inspection have been carried out</li> </ul>  |



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|    |   |   |   |
|----|---|---|---|
|    |   |   | <ul style="list-style-type: none"> <li>- Check certificates for lifting equipment (chains, slings, shackles, etc.)</li> </ul>   |
| 32 | Fragile Materials                           | Person or items falling through fragile materials   | <ul style="list-style-type: none"> <li>- All fragile materials to be identified and protected prior to work commencing.</li> <li>- Protection to include either covering the fragile materials or excluding activity.</li> <li>- Any coverings to be secured in place</li> <li>- The location of the fragile materials to be indicated by signage</li> </ul>  |
| 33 | Hand tools                                  | <p>Injuries caused by use of hand tool</p> <p>Impact with the tool</p> <p>Falls due to access problems</p> <p>Contamination with substance being worked</p> | <ul style="list-style-type: none"> <li>- Ensure:</li> <li>- Tool is correct for the job</li> <li>- Tool is in good order and suitably sharp</li> <li>- Personnel must be competent/instructed in tool usage and tool safety</li> <li>- Lighting is sufficient</li> <li>- Access is safe, working platform is secure, leading edge is guarded</li> <li>- Operative is wearing all necessary PPE</li> </ul> |
| 34 | Hazardous Substances                        | Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc..   | <ul style="list-style-type: none"> <li>- Use substances in accordance with the safety data sheet particularly reference protective clothing required. (example: gloves, goggles, etc.)</li> <li>- Know what first aid measures are.</li> <li>- Have welfare facilities available for washing of hands, etc..</li> </ul>   |
| 35 | Hot Works                                   | Burns to eyes or other parts of the body  | <ul style="list-style-type: none"> <li>- PPE to include eye protection, kin and ear protection.</li> <li>- Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise.</li> <li>- Dust can also be a problem and forced ventilation may be required</li> </ul>  |
| 36 | Mobile Crane Erection & Dismantling and Use | <p>Collapse of structure</p> <p>Overturning structure</p> <p>Falling Materials</p>  | <ul style="list-style-type: none"> <li>- Ensure emergency procedures are in place and all operative are aware of the details</li> </ul>   |



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|    |                                       |  |   |
|----|---------------------------------------|--|---|
|    |                                       |  | <ul style="list-style-type: none"> <li>- Only used trained and competent operators for the erection and dismantling and use of cranes</li> <li>- Ensure crane driver is trained and hold certification as proof. Must have a valid medical fitness certificate</li> <li>- Ensure crane is 360 degrees vision if not ensure a fully trained banks man is available at all times.</li> <li>- Banksman to wear reflector vest to identify him/herself to the crane driver</li> <li>- Ensure all personnel wear suitable and sufficient PPE</li> <li>- Consider creating an exclusion area</li> </ul>   |
| 37 | Members of the public – Protection Of | Injury to the member of the public and road users from site works                  | <ul style="list-style-type: none"> <li>- Barriers and signage to be in place</li> <li>- Workers must warn away members of the public from the works</li> <li>- Footpaths and bridges which are open to the public must be closed off if in the area of works otherwise made safe so that no injury to a member of the public occurs</li> <li>- Traffic turning into site – traffic management and signage is required</li> <li>- Signage to be on the road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible</li> <li>- Refer to plant risk assessment for details on plant safety precautions</li> <li>- NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PROVATE HOMEOWNERS MUST BE AGREED</li> </ul> |
| 38 | Manhole Rings & Pipe Storage          | Rolling of rings<br>Collapse of pipes<br>Crushing of persons<br>Stockpile collapse | <ul style="list-style-type: none"> <li>- Manhole rings must be stored flat to prevent them being rolled</li> <li>- Banks of stock pipes are not to be broken until they are ready to be used</li> </ul>   |



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|    |   |  |  |
|----|---|--|--|
|    |   |  | <ul style="list-style-type: none"> <li>- Personnel must stand to the side when breaking bands so as not to be hit by falling pipes</li> <li>- Pipes must be wedged to prevent rolling</li> </ul>   |
| 39 | Temporary Works – Shoring, Scaffolding, falsework, formwork | Collapse of works  | <ul style="list-style-type: none"> <li>- Wear PPE such as gloves and goggles</li> <li>- Formwork must be built by trained person and also be inspected by competent person and results entered into register on site/</li> </ul>   |
| 40 | Tower (Mobile Aluminium Tower) Scaffold                     | Overturing Falls   | <ul style="list-style-type: none"> <li>- Tower to be on firm level ground with wheels or feet properly supported</li> <li>- Erection by competent person</li> <li>- Inspection before first use</li> <li>- Weekly record of inspection required</li> <li>- Guard rails and toe boards as per normal scaffold</li> <li>- Beware when moving of overhead obstructions, such as power lines</li> <li>- Never move in strong winds</li> </ul>                  |
| 41 | Underground Services  | Striking of buried services  | <ul style="list-style-type: none"> <li>- Make all necessary enquiries to establish what services are in the area</li> <li>- Assume all services to be live (unless confirmation is received to confirm that services are isolated or otherwise made safe.</li> <li>- Comply with requirements of the safe system of work for underground services</li> <li>- Where available locate services with a locator</li> <li>- Hand dig around services</li> </ul> |
| 42 | Working at height   | Personnel falling from height<br>Falling debris<br>Those beneath being injured | <ul style="list-style-type: none"> <li>- All access equipment is properly constructed (inspection record must be maintained)</li> <li>- Only trained personnel construct, dismantle or control access equipment</li> <li>- All equipment must have full toe boards and guard rails, Comply</li> </ul>  |



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|    |                                      |  |   |
|----|--------------------------------------|--|---|
|    |                                      |  | <p>with SANS10085 on erection, use and dismantling scaffolding</p> <ul style="list-style-type: none"> <li>- No access equipment to be loaded above its safe working load</li> <li>- No access equipment to be loaded above the level of the guardrail</li> <li>- Where working involves leaning out an open leading edge, then all personnel are to be fitted with a full body harness. The harness must be connected at all times</li> <li>- All fall arrest equipment to be correctly maintained</li> <li>- Ensure if ladders used for access, they are either footed or tied.</li> </ul> |
| 43 | Precast slab/ Unit laying and fixing | Falls<br>Falling material<br>Manual handling | <ul style="list-style-type: none"> <li>- Emergency procedures are in place and personnel explained details</li> <li>- Use competent personnel</li> <li>- Ensure suitable and sufficient access and egress is provided</li> <li>- Safe place of work must be provided</li> <li>- Ensure all personnel wear correct PPE</li> <li>- Exclusion zone may be required for protection against risk of falling objects</li> </ul>   |
| 44 | Road Construction                    | Risk of being struck by vehicles             | <ul style="list-style-type: none"> <li>- Ensure traffic management measures in place</li> <li>- No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African road signs manual</li> <li>- Wear reflective waist coats when working on or near the road and road shoulder as well as any either required PPE clothing</li> <li>- Crossing of road by personnel must be limited to the practical minimum</li> <li>- Use of fencing or other barriers as appropriate.</li> </ul>   |
| 45 | Road Marking                         | Contact with moving vehicles                 | <ul style="list-style-type: none"> <li>- Ensure suitable and sufficient road signs are erected, as applicable</li> </ul>  |



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|    |              |  |  |
|----|--------------|--|--|
|    |              | Fire   | <ul style="list-style-type: none"> <li>- Possible road or lane closure may be required, traffic management may be required</li> <li>- Fire extinguisher to be situated in a suitable area, use dry powder or foam</li> </ul>   |
| 46 | Rope Access  | <p>Personnel falling from Height<br/>         Falling debris<br/>         Those beneath being injured</p>  | <ul style="list-style-type: none"> <li>- Ensure:</li> <li>- Competent person is appointed in writing to supervise all rope access on the site</li> <li>- Compliance with Construction regulations particularly section 10 &amp; 18</li> <li>- All rope access work is carried out under supervision of a competent person</li> <li>- All rope access operators are competent and licensed to carry out their work</li> <li>- The design, selection and use of the equipment and anchors comply with safety standards incorporated for this purpose into these regulations under section 44 of the act.</li> <li>- Site specific fall protection plan must be developed by a competent person applicable to the specific work and environment prior to the commencement of the work including all records of maintenance and inspections of all equipment used for the work operations</li> </ul> |
| 47 | Steel fixing | <p>Back injuries caused by manual handling<br/>         Eye injuries from tie wire<br/>         Trips/Falls<br/>         Falling from height</p> | <ul style="list-style-type: none"> <li>- PPE must include safety boots and goggles</li> <li>- Manual handling training may be required</li> <li>- Care to be taken when near overhead lines</li> <li>- Use only trained personnel</li> <li>- Provide safe means of access</li> <li>- Maintain and regularly inspect all lifting appliances and equipment</li> </ul>  |



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|    |                               |  |   |
|----|-------------------------------|--|---|
|    |                               |  | <ul style="list-style-type: none"> <li>- Cap starter bars to prevent injuries where feasible</li> <li>- Construct scaffold walkway to cross reinforcing mesh, as required</li> </ul>  |
| 48 | Steel erection                | <p>Falls from height<br/>         Falling components<br/>         Contact injuries from falling lifting equipment</p>                        | <ul style="list-style-type: none"> <li>- Adhere to all general precautions for working at height</li> <li>- Barrier off/ exclude area below work</li> <li>- All lifting appliances to be examined and inspected</li> <li>- Inspection register in place and up to date</li> <li>- All personnel to be trained and competent wear clipped on safety harnessed when working on height</li> <li>- Ensure that lifting equipment (slings, chains and shackles) test certificates are current and on site</li> <li>- Competent persons only to connect loads and direct plant</li> </ul> |
| 49 | Work over or next to water    | Drowning   | <ul style="list-style-type: none"> <li>- Evaluate the depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harness etc.</li> <li>- When working on river/harbour/dam edge, erect life saving devices and barriers to protect workers and vehicles (Stop blocks may also be required). Only trained and competent personnel may be used</li> </ul>  |
| 50 | Scaffold Erection/Dismantling | <p>Personnel falling from height<br/>         Items of scaffold falling onto personnel<br/>         Scaffold collapsing onto those below</p> | <ul style="list-style-type: none"> <li>- Ensure:</li> <li>- Scaffold is designed to take the imposed load</li> <li>- Scaffold is not overloaded</li> <li>- Scaffolders are fully trained</li> <li>- Scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis.</li> </ul>  |



**AGREEMENT WITH MANDATARY**

**WRITTEN AGREEMENT ENTERED INTO  
AND BETWEEN**

---

**(Hereinafter referred to as the Employer)**

**and**

---

**(Hereinafter referred to as The Employee)**

Compensation Fund  
Number:

---

Whereas the Company called under contract no. \_\_\_\_\_ for the executing of the following

At \_\_\_\_\_ (“Premises”)

and whereas the contractor \_\_\_\_\_

Undertook to carry out the work and whereas the client contractor have agreed to regulate as between them and as provided for in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, now therefore the undersigned agree to:

1. The Contractor warrants that all his and his contractors’ employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 (the Act) which cover shall remain in force whilst any such employees are on the premises.
2. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and/or his Contractor and/or his employees are present on the premises or which shall remain in force for the duration of his contractual relationship with the client whichever period is the longest:
  - Public liability insurance covers.
  - Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his contractors and/or his Employees’ acts and/or omissions on the premises.
3. The Contractor undertakes to ensure that he and/or his contractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
  - All work performed on the premises must be performed under the close supervision of the contractor’s employees who are trained to understand the hazards associated with any work that the contractor performs on the stated premises.
  - The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Client.
  - The Contractor shall ensure that he familiarize himself with the requirements of the Act, and that he, his employees and any Contractor comply with them.
  - The Contractor shall conduct a hazard analysis and ensure that his and any contractor employees are made aware of the hazards identified. This analysis needs to be reviewed prior to a new tasks are commenced.

The Contractor must provide the Client with written proof that his employees and those of the sub contractor have been made aware of the hazards identified. The Contractor must provide the Client with up dated copies of the analysis.

- Discipline regarding Occupational Health and Safety shall be strictly enforced.
- Personal Protective Equipment as defined in the Act and regulations shall be issued free of charge by the Contractor and worn as prescribed.
- Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
- No unsafe equipment/machinery and/or articles will be allows and/or used on the premises.
- All incidents referred to in Section 24 of the Act shall be reported by the Contractor to the Department of Labour as well as to the client. The Client shall further be provided with copies of all documentation relating to any incident.
- The Client hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Contractor.
- No use shall be made of any machinery/article/substance/personal protective equipment that belongs to the Client without prior written approval.
- Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.

- No alcohol or other intoxicating substance shall be allowed on the premises. Anyone found to be or suspected of being under the influence of alcohol or any other intoxicating substance shall be removed from the premises.
  - Full participation shall be given if and when Client employees inquire into Occupational Health and Safety issues.
  - The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
4. The Contractor confirms; that he has been informed that he must report to Client management ;(in writing) anything that he deems to be unhealthy and/or unsafe and that he has versed his employees and/or contractors in this regard.
5. The Contractor warrants that he shall not endanger the health and safety of any of the Client’s employees in any way whilst performing any work on the premises.

\_\_\_\_\_ Date \_\_\_\_\_  
1. Signed by Client Rep

\_\_\_\_\_ Date \_\_\_\_\_  
2. Signed by Contractor or his Authorized Represent



## **C3.4 Contractors Reports**

# CONTRACTOR MONTHLY REPORT

# PART 1

Project No: ..... Project Name: .....

Contract No: .....

Contractor Name: .....

Claim No: ..... For Period Ending: .....

Date of Report: .....

**The Contractors monthly report comprises an integral part of the Contractors payment claim and processing of the payment claim is not permitted without this report also being submitted i.e.**

**“NO REPORT – NO PAYMENT”.**

## **Attachments:**

**Part 2 : Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project**

**Part 3 : Weekly Task Wage Register**

**Part 4 : Local Labour Schedule**

**Part 5 : Beneficiary List (certified copy of ID's)**

## **Additional Requirements:**

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
  - a. 55% women
  - b. 55% young people
  - c. the minimum wage rate to be paid is in accordance with the National Minimum Wage Act, 1 March 2023 of the latest Published Act.





# LOCAL LABOUR AND MATERIAL SCHEDULE

# PART 4

Contract No: ..... Date of Report: .....  
 Project No: ..... Project Name: .....  
 Claim No: ..... For Period Ending: .....  
 Contractor Name: .....

## 1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

| Week No.     | Week Ending | Total Day Tasks / Person Days Worked     | Total Amount Paid                        |
|--------------|-------------|--|--|
|              |             | (Total of (A) from Form 4 for each week) | (Total of (B) from Form 4 for each week) |
| 1            |             |  | R  |
| 2            |             |  | R  |
| 3            |             |  | R  |
| 4            |             |  | R  |
| 5            |             |  | R  |
| 6            |             |  | R  |
| 7            |             |  | R  |
| 8            |             |  | R  |
| 9            |             |  | R  |
| <b>Total</b> |             |  | R  |

Transfer to 2 in table below

## 2. Summary of Amount Spent on Local Labour to date

|  |   |
|--|---|
| 1. Previous Amount Spent on Local Labour (From previous claim) | R |
| 2. Amount Spent on Local Labour this month (From Total above)  | R |
| 3. Total Amount Spent on Local Labour to date (3)=(1+2)        | R |

## 3. Local Labour Schedule

| Summary of Local Labour Employed   |  | No. of local workers who worked on the project to date (From Part 2) | % of Total |
|--|--|--|------------|
| Columns refer to Columns in Part 2   |  |  |            |
| 1. Total No. of individual local workers who have worked on the Project (Column N) |  |  | 100%       |
| 10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)    |  |  |            |
| 11. How many of the Total No. are local women (Column A + B)                       |  |  |            |

## 4. Summary of Amount Spent on Material to Date (Cumulative)

| Item | This Month | Total to date |
|------|------------|---------------|
|      |            |               |



## **Part 5: Pricing Data**

## **C2.1 Pricing Instructions**

## **C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

|                |   |
|----------------|---|
| Project title: | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| RFQ No:        | 2022/07/701   |

### **1. BILLS OF QUANTITIES**

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

### **2. VALUE ADDED TAX**

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

### **3. PREVIOUS WORK**

The bidder is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.

C2.2 Preliminaries / Bill of Quantities / Final Summary



## **SECTION NO. 2**

### **Alterations**





Amount

**BILL NO. 1**  
**ALTERATIONS**  
**COLLECTION**

Page No

Brought Forward from Page

2-2

2-3

Carried To Section Summary

R

Section No. 2  
Bill No. 1  
Alterations

Amount

**SECTION NO. 2**

**Alterations**

**SECTION SUMMARY**

Bill No.

1

ALTERATIONS

Page

2-4

Carried to Final Summary

Section No. 2  
SECTION SUMMARY

R

**SECTION NO. 3**

**Building Works**

Unit      Quantity      Rate      Amount

**SECTION NO. 3**

**Building Works**

**BILL NO. 2**

**MASONRY**

**BRICKWORK IN SUPERSTRUCTURE**

**Sizes in description**

**Where sizes in descriptions are given in brick units, one brick shall represent the length and half brick the width of a brick**

**Brickwork of NFP bricks in class II mortar**

|   |                                  | Unit           | Quantity | Rate | Amount |
|---|----------------------------------|----------------|----------|------|--------|
| 1 | Half brick walls in beam filling | m <sup>2</sup> | 30       |      |        |

Carried To Section Summary

**R**

Section No. 3

Bill No. 2

Masonry

Unit      Quantity      Rate      Amount

**SECTION NO. 3**

**Building Works**

**BILL NO. 4**

**ROOF COVERINGS**

**PROFILED METAL SHEETING AND ACCESSORIES**

User Note -

Where roof coverings are fixed on top of rigid board insulation to purlins etc they are to be described as such

Note that besides galvanised steel, sheeting is also available in corten steel, stainless steel, copper and aluminium

**0,5mm Z275 spelter galvanised corrugated steel sheets with silicone polyster chromadek finish and standard grey backing finish on reverse side, fixed to timber purlins at approximately 750mm centers including all screws, bolts, washers, etc according to strict specification of the manufacturer**

|   |                                      |                |     |  |  |
|---|--------------------------------------|----------------|-----|--|--|
| 1 | Roof covering with a 25 degree pitch | m <sup>2</sup> | 600 |  |  |
|---|--------------------------------------|----------------|-----|--|--|

Carried To Section Summary

**R**

Section No. 3  
 Bill No. 4  
 Roof Coverings

|  | Unit | Quantity | Rate | Amount   |
|--|------|----------|------|----------|
| <b><u>SECTION NO. 3</u></b>                                |      |          |      |          |
| <b><u>Building Works</u></b>                               |      |          |      |          |
| <b><u>BILL NO. 5</u></b>                                   |      |          |      |          |
| <b><u>CARPENTRY AND JOINERY</u></b>                        |      |          |      |          |
| <b><u>EAVES, VERGES, ETC</u></b>                           |      |          |      |          |
| <b><u>Fibre cement</u></b>                                 |      |          |      |          |
| 1  | m    | 100      |      |          |
| 2  | m    | 92       |      |          |
| <b><u>NOTICEBOARDS, KEYBOARDS, DUCKBOARDS, ETC</u></b>     |      |          |      |          |
| <b><u>Standard Vitrex domestic beige pinning board</u></b> |      |          |      |          |
| 3  | No   | 2        |      |          |
| Carried To Section Summary                                 |      |          |      | <b>R</b> |
| Section No. 3  |      |          |      |          |
| Bill No. 5   |      |          |      |          |
| Carpentry And Joinery                                      |      |          |      |          |





Unit      Quantity      Rate      Amount

**SECTION NO. 3**

**Building Works**

**BILL NO. 8**

**PLASTERING**

**INTERNAL PLASTER**

**Cement plaster wood floated on brickwork**

1 On walls internally in patches (Provisional)

m<sup>2</sup>

768

Carried To Section Summary

**R**

Section No. 3  
Bill No. 8  
Plastering

|   | Unit | Quantity | Rate | Amount   |
|---|------|----------|------|----------|
| <b><u>SECTION NO. 3</u></b>                     |      |          |      |          |
| <b><u>Building Works</u></b>                    |      |          |      |          |
| <b><u>BILL NO. 9</u></b>                        |      |          |      |          |
| <b><u>PLUMBING AND DRAINAGE</u></b>             |      |          |      |          |
| <b><u>RAINWATER DISPOSAL</u></b>                |      |          |      |          |
| <b><u>PVC-U gutters and rainwater pipes</u></b> |      |          |      |          |
| 1   | m    | 100      |      |          |
| 2   | m    | 23       |      |          |
| 3   | No   | 6        |      |          |
| 4   | No   | 8        |      |          |
| 5   | No   | 8        |      |          |
| 6   | No   | 8        |      |          |
| 7   | No   | 8        |      |          |
| Carried To Section Summary                      |      |          |      |          |
| Section No. 3                                   |      |          |      | <b>R</b> |
| Bill No. 9                                      |      |          |      |          |
| Plumbing And Drainage                           |      |          |      |          |

Unit      Quantity      Rate      Amount

**SECTION NO. 3**

**Building Works**

**BILL NO. 10**

**GLAZING**

**GLAZING TO STEEL WITH PUTTY**

**4mm Clear float glass with putty. Putty to receive  
paint to match window frame**

1 Panes not exceeding 0,5m

No

40

Carried To Section Summary

**R**

Section No. 3

Bill No. 10

Glazing

|   | Unit  | Quantity       | Rate     | Amount |
|---|---|----------------|----------|--------|
| <b>SECTION NO. 3</b>  |   |                |          |        |
| <b>Building Works</b>   |   |                |          |        |
| <b>BILL NO. 11</b>  |   |                |          |        |
| <b>PAINTWORK</b>  |   |                |          |        |
| <b><u>ON EXISTING INTERNAL FLOATED PLASTER SURFACES</u></b>   |   |                |          |        |
| <b><u>Surface preparation shall include stopping, sanding down all blemishes, cleaning surface free from dust and all contaminants</u></b>              |   |                |          |        |
| <b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>  |   |                |          |        |
| <b><u>Prepare and apply one universal undercoat, one undercoat and two coats Plascon eggshell enamel paint in colour specified by the Architect</u></b> |   |                |          |        |
| 1   | Interior walls                                  | m <sup>2</sup> | 768      |        |
| <b><u>ON METAL SURFACES</u></b>   |   |                |          |        |
| <b><u>Prepare by removing existing loose material, prime, clean and apply two coats "Plascon" eggshell enamel paint to match existing colour</u></b>    |   |                |          |        |
| 2   | Windows (both sides measured)                   | m <sup>2</sup> | 6        |        |
| <b><u>ON NEW FIBRE CEMENT BOARD SURFACES</u></b>  |   |                |          |        |
| 3   | Ceilings  | m <sup>2</sup> | 512      |        |
| 4   | Fascia and barge boards                         | m <sup>2</sup> | 384      |        |
| <b><u>ON WOOD SURFACES</u></b>  |   |                |          |        |
| <b><u>Prepare surface by knot stopping, sanding down all blemishes and apply one coat wood primer and two coats "Plascon: velvago enamel on</u></b>     |   |                |          |        |
| 5   | Doors   | m <sup>2</sup> | 7        |        |
| 6   | Skirtings, rails, etc not exceeding 300mm girth | m              | 256      |        |
| Carried To Section Summary  |   |                |          |        |
| Section No. 3   |   |                |          |        |
| Bill No. 11   |   |                |          |        |
| Paintwork   |   |                |          |        |
|   |   |                | <b>R</b> |        |

Amount

**SECTION NO. 3**

**Building Works**

**BILL NO. 12**

**PROVISIONAL SUMS**

**PROVISIONAL SUMS**

Where stated, the contractor may allow for profit if required

**ELECTRICAL, ELECTRONIC AND MECHANICAL INSTALLATIONS**

General electrical installation

1 Provide the sum of R25 000 (twenty five thousand rand) for general electrical installation

Lump Sum 25 000 00

2 Profit

Item

3 Attendance

Item

**SIGNAGE**

**Signage**

4 Provide the sum of R15 000 (fifteen thousand rand) for external signage

Lump Sum 15 000 00

**COMMUNITY LIASION OFFICER**

**Community Liaison Officer**

5 Provide the sum of R18 000 (eighteen thousand rand) for Community Liaison Officer (CLO) at R6000 per month. This amount shall be spent at the instruction of th Principal Agent in accordance to the instruction of the client

Lump Sum 18 000 00

**RELOCATION OF PREFABRICATED STRUCTURES ELSEWHERE**

6 Provide the sum of R480 000 (four hundred and eighty thousand rand) for relocation of prefabricated structures to a new identified site by the client

Lump Sum 480 000 00

Carried To Section Summary

R

Section No. 3

Bill No. 12

Provisional Sums

Amount

**SECTION NO. 3**

**Building Works**

**SECTION SUMMARY**

Bill No.

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|    |   |      |
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| 4  | ROOF COVERINGS                          | 3-3  |
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| 6  | CEILINGS PARTITIONS AND ACCESS FLOORING | 3-5  |
| 7  | FLOOR COVERINGS                         | 3-6  |
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| 9  | PLUMBING AND DRAINAGE                   | 3-8  |
| 10 | GLAZING                                 | 3-9  |
| 11 | PAINTWORK                               | 3-10 |
| 12 | PROVISIONAL SUMS                        | 3-11 |

Carried to Final Summary

**R**

Section No. 3  
SECTION SUMMARY

**SECTION NO. 4**

**External Works**

Unit      Quantity      Rate      Amount

**SECTION NO. 4**

**External Works**

**BILL NO. 1**

**EXTERNAL WORKS**

**RAINWATER HARVESTING TANKS**

**BLANK DESCRIPTION**

1 Replace and re-position rainwater harvesting tanks including tank stands (4 x 5000L, 1 x 2500L)

No

4

Carried to Final Summary

**R**

Section No. 4  
Bill No. 1  
External Works

## **SECTION NO. 5**

### **Preliminaries**

**SECTION NO. 5**

**Preliminaries**

**PRELIMINARIES**

Disclaimer

While the **ASAQS** aims to ensure that its publications represent best practice, the **ASAQS** does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the Preliminaries Master Bill. Such Master Bill is not exhaustive and is therefore only intended to provide general guidance to those who wish to make use of it. This publication is provided 'as is' without warranty of any kind, either expressed or implied including but without limitation to warranties of merchantability, fitness for a particular purpose and non-infringement

**User note:**

Delete the above **Disclaimer** when preparing this Bill No 1 for tender or contract purposes. Hereinafter edit all text, etc but even more specifically text within ?...? to ensure that such text applies to the specific project or contract

**BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building Agreement contract data form an integral part of this **agreement**

The **Preliminaries Revision 1 (February 2016)** published by the Association of South African Quantity Surveyors for use with the **JBCC** Principal Building Agreement shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only.

Where any item is not relevant to this **agreement** such item is marked N/A (signifying not applicable)

**USER NOTE**

A provision/clause in Edition 6.1 of the JBCC Principal Building Agreement may have unintended consequences. The following is relevant:

Within the contract data document there is space to insert changes made to the JBCC documentation. Quantity surveyors have generally up to now merely inserted in this space "Refer to Bill No. 1".

Below the abovementioned space the following note has been inserted:

Carried To Section Summary

Section No. 5

Bill No. 1

Preliminaries

R

'Note : The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect'

Should quantity surveyors wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in Bill No. 1 (Preliminaries) then it is suggested that the following clause be inserted in the space provided in the contract data where changes made to the JBCC documentation are to be recorded:

'It is specifically agreed that the note below calling for amendments to the standard JBCC Agreement to be listed in the space provided in the contract data or recorded in 'the single referenced Annexure' shall not apply . Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence notwithstanding the note below and notwithstanding the provisions of clause 5.6 of the JBCC Principal Building Agreement'

Not doing as suggested above when adhering to the system generally used by quantity surveyors up to now may result in any amendments within Bill No. 1 (Preliminaries) being considered null and void, which could then lead to major claims

The following paragraph should in addition be inserted

? Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents ?

**PREAMBLES FOR TRADES**

**USER NOTE**

The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these **bills of quantities** by inter alia referring to SANS construction standards. Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated **bills of**

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

Carried To Section Summary

R

Section No. 5  
 Bill No. 1  
 Preliminaries

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

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

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

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

**STRUCTURE OF THIS PRELIMINARIES BILL**

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

Section B : A recital of the headings of the individual clauses of the aforementioned Preliminaries document

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

**PRICING OF PRELIMINARIES**

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

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1 - A7)**

1 Clause 1.0 - Definitions and interpretation

**Definition of agreement**

The definition of **agreement** is replaced with the following definition :

'AGREEMENT : The **JBCC** Principal Building Agreement, the completed **JBCC PBA** contract data, the **contract drawings**, the **priced documents** and any other documents reduced to writing and signed by the **parties**'

**Pricing of bills of quantities**

Carried To Section Summary

R

Section No. 5

Bill No. 1

Preliminaries

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

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

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

**Abbreviated descriptions**

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

**Legal status of contractor**

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

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

**Errata by JBCC**

Omit from definition of **construction period** the words : 'excluding annual holiday periods' Omit from definition of **preliminaries** the word : 'priced'

2 Clause 2.0 - Law, regulations and notices

**User note**

**Insert the following where a health and safety specification is NOT yet available**

**?Health and safety**

Carried To Section Summary

Section No. 5

Bill No. 1

Preliminaries

Item

R

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

**User note**

**Insert the following where a health and safety specification IS available**

**?Health and safety**

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

The **contractor** shall:

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

**User note**

**Insert ONE of the following for residential developments only**

? NHBRC levies

The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1] ?

? NHBRC levies

The **employer** shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The **contractor** warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1] ?

Carried To Section Summary

Item

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Section No. 5

Bill No. 1

Preliminaries

3 Clause 3.0 - Offer and acceptance

Item

4 Clause 4.0 - Assignment and cession

Item

5 Clause 5.0 - Contract documents

Value Added Tax

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

User note

The **contract drawings** are to be listed in the contract data. If insufficient space is available for such listing or for any other reason then reference should be made in the contract data as to where the **contract drawings** are listed. One of the following clauses may be used

Insert the following where only a few **contract drawings** are applicable

?**Contract drawings**

The **contract drawings** are as listed on the contents page of the **bills of quantities** [5.1] ?

Insert the following where numerous **contract drawings** are applicable

?Contract drawings

Refer to Annexure ? for a list of the **contract drawings** [5.1] ?

Priced document as specification

Clause 5.3 is deemed to be deleted

The **principal agent** shall decide which portion of the priced document may be used as a specification of **materials and goods** or methods, if any

User note

Insert the following where applicable

?Electronic issue of drawings

All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]

Precedence

Clause 5.6 is deemed to be deleted. The provisions of the Bill No. 1 (Preliminaries) shall take precedence over any other documents which constitute this agreement [5.6]

Item

6 Clause 6.0 - **Employer's** agents

? Delegated authority

The authority of the **principal agent** to issue contract instructions and perform duties for specific aspects of the **works** is delegated to agents as follows [7.2]: ?

User Note

Carried To Section Summary

R

Section No. 5

Bill No. 1

Preliminaries

Add delegated authority as may be required for other relevant consultants not listed hereinafter

? 1. Architect

User Note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

1.1 Duties : The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 Contract instructions [17.0] :

1.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

1.2.3 The site [13.2.4]

1.2.4 Compliance with the law , regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

1.2.6 Opening up of work for inspection, removal or re-execution

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the works

1.2.10 Making good physical loss and repairing damage to the works [8.0]

1.2.11 Rectification of **defects** [21.2]

1.2.12 A list for **practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or **defective** work to be rectified to achieve **final completion**

1.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

1.2.14 Appointment of a subcontractor [14.0; 15.0]

1.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

1.2.16 Work by (a) direct contractor (s) [17.0]

1.2.17 Access by other or previous contractors to remedy defective work

1.2.18 Removal from the site of any person employed on the works

1.2.19 Removal from the site of any person not engaged on or connected with the works

Carried To Section Summary

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Section No. 5

Bill No. 1

Preliminaries

1.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

? 2. Quantity surveyor

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the **principal agent**

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

2.1 Duties : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

2.2 Contract instructions [17.0] :

2.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

2.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

2.2.3 The site [13.2.4]

2.2.4 Compliance with the law , regulations and bylaws [2.1]

2.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

2.2.6 Opening up of work for inspection, removal or re-execution

2.2.7 Removal or re-execution of work

2.2.8 Removal or substitution of any **materials and goods**

2.2.9 Protection of the works

2.2.10 Making good physical loss and repairing damage to the works [8.0]

2.2.11 Rectification of **defects** [21.2]

2.2.12 A **list for practical completion** specifying outstanding or **defective** work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or **defective** work to be rectified to achieve **final completion**

2.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

2.2.14 Appointment of a subcontractor [14.0; 15.0]

2.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

2.2.16 Work by (a) direct contractor (s) [17.0]

2.2.17 Access by other or previous contractors to remedy defective work

2.2.18 Removal from the site of any person employed on the works

Carried To Section Summary

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Section No. 5

Bill No. 1

Preliminaries

2.2.19 Removal from the site of any person not engaged on or connected with the works

2.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

?3. Civil and structural engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

3.1 Duties : The civil and structural engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

3.2 Contract instructions [17.0] :

3.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

3.2.3 The site [13.2.4]

3.2.4 Compliance with the law , regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

3.2.6 Opening up of work for inspection, removal or re-execution

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any **materials and goods**

3.2.9 Protection of the works

3.2.10 Making good physical loss and repairing damage to the works [8.0]

3.2.11 Rectification of defects [21.2]

3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

3.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

3.2.14 Appointment of a subcontractor [14.0; 15.0]

3.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

3.2.16 Work by (a) direct contractor (s) [17.0]

3.2.17 Access by other or previous contractors to remedy defective work

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3.2.18 Removal from the site of any person employed on the works

3.2.19 Removal from the site of any person not engaged on or connected with the works

3.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]

?4. Mechanical engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

4.1 Duties : The mechanical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

4.2 Contract instructions [17.0] :

4.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

4.2.3 The site [13.2.4]

4.2.4 Compliance with the law, regulations and bylaws [2.1]

4.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works

4.2.6 Opening up of work for inspection, removal or re-execution

4.2.7 Removal or re-execution of work

4.2.8 Removal or substitution of any materials and goods

4.2.9 Protection of the works

4.2.10 Making good physical loss and repairing damage to the works [8.0]

4.2.11 Rectification of **defects** [21.2]

4.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

4.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

4.2.14 Appointment of a subcontractor [14.0; 15.0]

4.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

4.2.16 Work by (a) direct contractor (s) [17.0]

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4.2.17 Access by other or previous contractors to remedy defective work  
 4.2.18 Removal from the site of any person employed on the works  
 4.2.19 Removal from the site of any person not engaged on or connected with the works  
 4.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]  
 ?5. Electrical engineer  
 User note  
 Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent  
 Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA  
 5.1 Duties : The electrical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works  
 5.2 Contract instructions [17.0] :  
 5.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement  
 5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works  
 5.2.3 The site [13.2.4]  
 5.2.4 Compliance with the law, regulations and bylaws [2.1]  
 5.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works  
 5.2.6 Opening up of work for inspection, removal or re-execution  
 5.2.7 Removal or re-execution of work  
 5.2.8 Removal or substitution of any materials and goods  
 5.2.9 Protection of the works  
 5.2.10 Making good physical loss and repairing damage to the works [8.0]  
 5.2.11 Rectification of defects [21.2]  
 5.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion  
 5.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums  
 5.2.14 Appointment of a subcontractor [14.0; 15.0]  
 5.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]  
 5.2.16 Work by (a) direct contractor (s) [17.0]

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5.2.17 Access by other or previous contractors to remedy defective work

5.2.18 Removal from the site of any person employed on the works

5.2.19 Removal from the site of any person not engaged on or connected with the works

5.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]

?7. Wet Services engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

7.1 Duties : The electrical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

7.2 Contract instructions [17.0] :

7.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this **agreement**

7.2.2 Alteration to design, standards or quantity of the **works** provided that such contract instructions shall not substantially change the scope of the **works**

7.2.3 The **site** [13.2.4]

7.2.4 Compliance with the law, regulations and bylaws [2.1]

7.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works

7.2.6 Opening up of work for inspection, removal or re-execution

7.2.7 Removal or re-execution of work

7.2.8 Removal or substitution of any materials and goods

7.2.9 Protection of the works

7.2.10 Making good physical loss and repairing damage to the works [8.0]

7.2.11 Rectification of **defects** [21.2]

7.2.12 A **list for practical completion** specifying outstanding or **defective** work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or **defective** work to be rectified to achieve **final completion**

7.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums

7.2.14 Appointment of a **subcontractor** [14.0; 15.0]

7.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

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7.2.16 Work by (a) direct contractor (s) [17.0]  
 7.2.17 Access by other or previous contractors to remedy **defective** work  
 7.2.18 Removal from the site of any person employed on the **works**  
 7.2.19 Removal from the site of any person not engaged on or connected with the **works**  
 7.2.20 On termination, protection of the **works**, removal of construction equipment and surplus **materials and goods** [29.0]

8. Health and safety consultant

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the **principal** agent

Note that the **contract instructions** hereinafter are those listed in clause 17.0 of the JBCC PBA

8.1 Duties : The health and safety consultant is responsible for all aspects of health and safety of the works.

Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions

8.1.1 Act as the **employer's** agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act,1993

8.1.2 Prepare and update the health and safety specification for the works

8.1.3 Agree with the **contractor** the health and safety plan for the works

8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations

8.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to

Item

7 Clause 7.0 - Design responsibility

Item

**Insurance and security (A8 - A11)**

8 Clause 8.0 - **Works** risk

Item

9 Clause 9.0 - Indemnities

Item

10 Clause 10.0 - Insurances

Item

11 Clause 11.0 - Security

User note

If it is deemed advisable, the EXTENT of any security for payment may be stated as follows:

?Security for payment

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The **employer** shall provide to the **contractor** security for payment in the amount of ? ..... Rand  
(R .....) ? [11.4.1, 11.10] ?

User note

Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:

? Extension of waiver of lien

The contractor shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the site are kept free of all liens and other encumbrances at all times [11.10] ?

**Errata by JBCC**

Clause 11.5

Replace "ten (10)" with "five (5)"

Item

**Execution (A12 - A17)**

12 Clause 12.0 - Duties of the parties

Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18

Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill No. 1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement

? Office accommodation

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

? Notice board

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

User note

Clause 12.1.5 requires the employer to identify access to water, sewer, stormwater and/or electricity connections to the site.

Should such information be available then it is to be stated here or in the contract data in detail with a suitable heading in bold.

Reference as [12.1.5]. The user should, however, note that clauses 8.1 and 8.2 of the Preliminaries state that the employer

does not warrant that any water or electricity supplies that may exist are adequate for the proper execution of the **works**. Any

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ambiguity in this respect is to be dealt with

Should access to water, sewer, stormwater and/or electricity connections not be identifiable due to such information not being available or the specific requirements of the contractor cannot be determined, then the following clause may be considered in which event a qualified tender may be expected

? Access to water, sewer, stormwater and electricity connections

The **employer** is not in a position to identify access to water, sewer, stormwater and/or electricity connections to the site as may be suitable for the execution of the **works**. The **contractor** is to allow what he considers to be required and is to qualify his tender in detail in this regard, failing which it shall be taken that the **contractor** has allowed what will be required for the execution of the **works**. In such case no claims for additional cost or loss shall be entertained [12.1.5] ?

Statutory and other notices

User note

Statutory and other notices which the contractor must submit and/or comply with before possession of the site can be given are to be stated here or in the contract data. Reference [12.1.6]

If specific information is not available then the user may consider a clause along the following lines

? The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard [12.1.6]

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto ?

**Errata by JBCC**

Clause 12.2.17 Omit the words "[CD] within ten (10) working days"

Item

13 Clause 13.0 - Setting out

Item

14 Clause 14.0 - Nominated **subcontractors**

**Errata by JBCC**

Clause 14.1.4 Reference should read "[17.1.14]"

Clause 14.6 Reference should read "[17.1.15; 27.1.8]"

Clause 14.7.2 Reference should read "[27.1.8]"

Clause 14.7.3 Reference should read "[27.2.8]"

Item

15 Clause 15.0 - Selected **subcontractors**

**Errata by JBCC**

Clause 15.2 Reference should read "[17.1.14]"

Clause 15.7.2 Reference should read "[27.1.8]"

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|             |   |                 |  |
|-------------|---|-----------------|--|
|             | <p>Clause 15.7.3 Reference should read "[27.2.8]"</p>   | <p>Item</p>     |  |
| <p>16</p>   | <p>Clause 16.0 - Direct <b>contractors</b><br/> Attendance on direct contractors<br/> In respect of direct contractors the <b>contractor</b> shall:<br/> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials<br/> 2. Allow the use of personnel welfare facilities, where provided<br/> 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation<br/> 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site [16.1]</p> |                 |  |
|             | <p><b>Errata by JBCC</b><br/> Clause 16.1.3 Reference should read "[26.5]"</p>  | <p>Item</p>     |  |
| <p>17</p>   | <p>Clause 17.0 - Contract instructions<br/> ? Site instructions<br/> Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the <b>contractor</b> ?</p>  |                 |  |
|             | <p><b>Errata by JBCC</b><br/> Clause 17.1.3 Reference should read "[13.2.4]"</p>  | <p>Item</p>     |  |
|             | <p><b>Completion (A18 - A24)</b><br/> Clause 18.0 - Interim completion</p>  | <p>Item</p>     |  |
|             | <p>Clause 19.0 - Practical completion<br/> User note<br/> List with a suitable heading in bold any special requirements for practical completion here. Reference as [19.3.1]</p>  | <p>Item</p>     |  |
|             | <p>Clause 20.0 - Sectional completion<br/> User note<br/> If sectional completion is applicable, then a clause with a suitable heading in bold should be inserted, or drawing(s) annexed, to define the various sections. Reference as [20.1]</p>   |                 |  |
|             | <p><b>Errata by JBCC</b><br/> Clause 20.2.2 Reference should read "[21.6.2]"</p>  | <p>Item</p>     |  |
| <p>21</p>   | <p>Clause 21.0 - <b>Defects</b> liability period and <b>final completion</b><br/> <b>Errata by JBCC</b></p>   |                 |  |
|             | <p style="text-align: right;">Carried To Section Summary</p> <p>Section No. 5<br/> Bill No. 1<br/> Preliminaries</p>  | <p><b>R</b></p> |  |
| <p>5-17</p> |   |                 |  |



|    |   | Amount      |
|----|---|-------------|
|    | <p><b>Errata by JBCC</b></p>  |             |
|    | <p>Clause 25.2 The word : "final" in bold in the second line</p>  |             |
|    | <p>Clause 25.10.3 Reference should read "[25.13 ; 26.10]"</p>   |             |
|    | <p>New clause 25.12.4 Add the words : "Terminate the agreement [29.14.7] where the listed options [25.12.1-3] have failed</p>   | <p>Item</p> |
| 26 | <p>Clause 26.0 - Adjustment of the <b>contract value</b> and final account</p> <p>User note</p> <p>Insert the following where tenant installations/users requirements may be delayed or omitted</p> <p>? Tenant installations/users requirements delayed</p> <p>There is a possibility that certain works related to tenant installations/users requirements may have to be delayed and may consequently not be executed prior to practical completion</p> <p>The <b>employer</b> reserves the right to omit such work without compensation to the <b>contractor</b> for loss of profit or any other loss which the contractor may suffer as a result of such omission</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the <b>principal agent</b> and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the <b>works</b> ?</p> <p>Cost of claims</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6,7] from making a determination on costs</p> <p>The <b>contractor</b> shall review, assess and adjudicate any claims received by him from any <b>subcontractor</b> and thereafter submit same to the <b>principal agent</b> with a recommendation in order to assist the <b>principal agent</b> in adjudicating the claim [26.6]</p> |             |
|    | <p><b>Errata by JBCC</b></p>  |             |
|    | <p>Clause 26.4.2 Omit the entire clause and renumber thereafter</p>   |             |
|    | <p>New clause 26.4.3 "Other proven or unavoidable costs"</p>  | <p>Item</p> |
| 27 | <p>Clause 27.0 - Recovery of expense and/or loss</p>  | <p>Item</p> |
|    | <p><b><u>Suspension and termination (A28 - A29)</u></b></p>   |             |
| 28 | <p>Clause 28.0 - Suspension by the <b>contractor</b></p>  |             |
|    | <p><b>Errata by JBCC</b></p>  |             |
|    | <p>Carried To Section Summary</p>   | <p>R</p>    |
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|    |   |          |  |
|----|---|----------|--|
|    | <p>New clause 28.1.5 and renumber thereafter "Or where an agent has failed to act in terms of this agreement [6.4] Clause 28.2 Replace the word "defect" with "default" in the first line</p>   | Item     |  |
| 29 | <p>Clause 29.0 - Termination</p> <p><b>Errata by JBCC</b></p> <p>Clause 29.1.2 Delete the words : "within the period stated [CD]"</p> <p>Clause 29.14.1 Change as follows : "Provide or maintain a guarantee for payment.....[11.4 - 5]"</p> <p>Clause 29.14.2 Reference should read "[12.1.7]"</p> <p>New clause 29.14.8 "Or where an agent has failed to act in terms of this agreement [6.4]"</p>  | Item     |  |
| 30 | <p><b>Dispute resolution (A30)</b></p> <p>Clause 30.0 - Dispute resolution</p>  | Item     |  |
| 31 | <p>Agreement</p> <p>The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted</p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>User note</p> <p>Refer to the user note on page 2 of this Bill No 1 (Preliminaries) and insert the proposed clause in the space provided in the contract data where changes made to the JBCC documentation is to be recorded should the user wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in this Bill No 1 (Preliminaries)</p> <p>Tenderer's selection</p> <p>Before submission of his tender the contractor is to complete the tenderer's selection in the contract data</p> <p>User note</p> <p>All information for the above requires consultation with the contractor. The <b>principal agent</b> should not pre-select any of the alternatives available to the contractor</p> <p>Note 4 on page 10 of the contract data</p> <p>Note 4 on page 10 of the contract data which relates to any benefit or right in favour of any subcontractor shall be deemed to be deleted</p> | Item     |  |
| 32 | <p>Contract data</p> <p>Payment of preliminaries</p>  | Item     |  |
|    | <p style="text-align: right;">Carried To Section Summary</p> <p>Section No. 5<br/>Bill No. 1<br/>Preliminaries</p>  | <b>R</b> |  |
|    | 5-20  |          |  |

Where Option B is applicable and the initial construction period is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised construction period and the amounts already paid to the **contractor** [CD26.0]

Adjustment of preliminaries

Where the adjustment of preliminaries is in terms of Option A, the construction period and the initial construction period shall be calculated in working days [CD 26.0]

Where the adjustment of preliminaries is in terms of Option A and sectional completion is required, the contractor shall provide the **principal agent** with the division of the categorised amounts into sections. Should the contractor fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each section [ CD 26.0]

Where the adjustment of preliminaries is required in terms of Option B and sectional completion is required, the contractor shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the contractor fail to provide such information within the period stipulated, Option A shall apply [CD 26.0]

User note

Where removal of lateral support insurance is required and stated as such in the contract data for the **employer** to insure, it is to be noted that it may appear under "no" for the employer to insure where the contractor is to take out the other insurances. In such a case the following clause is to be inserted

Removal of lateral support insurance

Whilst it is stated in clause 10.0 of the contract data that the **employer** will not be responsible for **works** and other insurances the **employer** shall nevertheless be responsible for the removal of lateral support insurance in the amount stated ?

**SECTION B: PRELIMINARIES**

**Interpretation (B1)**

33 Clause 1.1 - Definitions

Item

34 Clause 1.2 - Interpretation

Item

**Documents (B2)**

35 Clause 2.1 - Checking of documents

Item

36 Clause 2.2 - Provisional **bills of quantities**

User Note

Check 'wet trades' included in the **bills of quantities** and edit the following clause as may be necessary

? Multiple procurement

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|   |   |       |
|---|---|-------|
| <p>These <b>bills of quantities</b> are in multiple procurement format ie the 'wet trades' - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are budgetary allowances and/or provisional sums ?</p>                                   | <p>Item</p>                                 |       |
| <p>37 Clause 2.3 - Availability of construction information<br/>         ? Budgetary allowances and provisional sums<br/>         The budgetary allowances ?and/or provisional sums ? allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of <b>subcontractors</b> during the construction period ?</p> | <p>Item</p>                                 |       |
| <p>38 Clause 2.4 - Ordering of <b>materials and goods</b></p>   | <p>Item</p>                                 |       |
| <p><b><u>Previous work and adjoining properties (B3)</u></b></p>  |   |       |
| <p>39 Clause 3.1 - Previous work - dimensional accuracy</p>   | <p>Item</p>                                 |       |
| <p>40 Clause 3.2 - Previous work - <b>defects</b></p>   | <p>Item</p>                                 |       |
| <p>41 Clause 3.3 - Inspection of adjoining properties</p>   | <p>Item</p>                                 |       |
| <p><b><u>The Site (B4)</u></b></p>  |   |       |
| <p>42 Clause 4.1 - Defined <b>works</b> area</p>  | <p>Item</p>                                 |       |
| <p>43 Clause 4.2 - Handover of site in stages</p>   | <p>Item</p>                                 |       |
| <p>44 Clause 4.3 - Enclosure of the <b>works</b></p>  | <p>Item</p>                                 |       |
| <p>45 Clause 4.4 - Geotechnical investigation</p>   | <p>Item</p>                                 |       |
| <p>46 Clause 4.5 - Encroachments</p>  | <p>Item</p>                                 |       |
| <p>47 Clause 4.6 - Existing premises occupied</p>   | <p>Item</p>                                 |       |
| <p>48 Clause 4.7 - Services - known</p>   | <p>Item</p>                                 |       |
| <p>49 Clause 4.8 - Protection of trees and/or relevant natural features</p>   | <p>Item</p>                                 |       |
| <p><b><u>Management of Contract (B5)</u></b></p>  |   |       |
| <p>50 Clause 5.1 - Management of the <b>works</b></p>   | <p>Item</p>                                 |       |
| <p>51 Clause 5.2 - Progress meetings</p>  | <p>Item</p>                                 |       |
| <p>52 Clause 5.3 - Technical meetings</p>   | <p>Item</p>                                 |       |
| <p><b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b></p>  |   |       |
| <p>53 Clause 6.1 - Samples of materials</p>   | <p>Item</p>                                 |       |
| <p>54 Clause 6.2 - Workmanship samples</p>  | <p>Item</p>                                 |       |
| <p>55 Clause 6.3 - Shop drawings</p>  | <p>Item</p>                                 |       |
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- 56 Clause 6.4 - Compliance with manufacturer's instructions Item
- Deposits and fees (B7)**
- 57 Clause 7.1 - Deposits and fees Item
- Temporary services (B8)**
- 58 Clause 8.1 - Water Item
- 59 Clause 8.2 - Electricity Item
- 60 Clause 8.3 - Ablution and welfare facilities Item
- 61 Clause 8.4 - Communication facilities Item

**Prime cost amounts (B9)**

- 62 Clause 9.1 - Responsibility for prime cost amounts

User note

Where details of materials included in prime cost amounts are NOT readily available and it is therefore not possible for the **contractor** to price for waste, the relevant prime cost amount shall be inserted in the **bills of quantities** as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion

Where details of materials for which prime cost amounts are to be allowed ARE readily available, the quantity surveyor may elect to insert the relevant prime cost amount in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc

Item

**Attendance on subcontractors (B10)**

- 63 Clause 10.1 - General attendance

User note

General attendance is defined as being the duties of the **contractor** in terms of clause 12.2 of the JBCC n/s subcontract agreement

Item

- 64 Clause 10.2 - Special attendance

User note

Insert details after the provisional sums (nominated or selected subcontract amount) for any special attendance where specifically required for each subcontractor separately

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

Item

**General (B11)**

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

Item

66 Clause 11.2 - Protection/isolation of existing/sectionally occupied **works**

Item

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

Item

68 Clause 11.4 - Notice before covering work

Item

69 Clause 11.5 - Disturbance

Item

70 Clause 11.6 - Environmental disturbance

Item

71 Clause 11.7 - **Works** cleaning and clearing

Item

72 Clause 11.8 - Vermin

Item

73 Clause 11.9 - Overhand work

Item

74 Clause 11.10 - Tenant installations by direct contractors

Item

75 Clause 11.11 - Advertising

Item

**Preliminaries Schedule (B12)**

76 Information for completion of schedule

Information necessary for elections and completion of those clauses contained in the preliminaries schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract

12.1 - Provisional **bills of quantities** [2.2]

The quantities are provisional ? Yes/No ?

12.2 - Availability of construction information [2.3]

Construction documentation is complete? Yes/No ?

12.3 - Previous work - dimensional accuracy [3.1]

12.4 - Previous work - **defects** [3.2]

12.5 - Inspection of adjoining properties [3.3]

12.6 - Defined **works** area [4.1]

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User Note

Describe the restrictions to the site or areas that the **contractor** may not occupy. Reference as [PBA 12.1.4]

12.7 - Handover of site in stages [4.2]

User note

Describe in detail where handover of the site to the **contractor** is done in stages

12.8 - Enclosure of the **works** [4.3]

12.9 - Geotechnical investigation [4.4]

User note

Insert the following clause should a geotechnical investigation report be available and insert the following annexure

?Refer to Annexure ? For the results of a geotechnical investigation report ?

12.10 Existing premises occupied [4.6]

User note

If the existing premises are occupied state it here and describe the detail and/or specific requirements. Reference as [PBA 12.1.2]

12.11 - Services - known [4.7]

User note

Insert details should the **contractor** be responsible for the preservation of known services. Reference as [PBA 12.1.3]

12.12 - Protection of trees and/or relevant natural features [4.8]

User note

Expand clause 4.8 of the **Preliminaries** should there be specific requirements for the preservation of trees or relevant natural features. Reference as [PBA 12.1.3]

12.13 - Water [8.1]

Option A (by **contractor**) ? Yes/No ?

Option B (by **employer** - free of charge) ? Yes/No ?

Option C (by **employer** - metered) ? Yes/No ?

12.14 - Electricity [8.2]

Option A (by **contractor**) ? Yes/No ?

Option B (by **employer** - free of charge) ? Yes/No ?

Option C (by **employer** - metered) ? Yes/No ?

12.15 - Ablution and welfare facilities [8.3]

Option A (by **contractor**) ? Yes/No ?

Option B (by **employer**) ? Yes/No ?

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12.16 - Communication facilities [8.4]  
 12.17 - Protection of the **works** [11.1]  
 12.18 - Protection/isolation of existing/sectionally occupied works [11.2]  
 Protection/isolation is required ? Yes/No ?  
 12.19 - Disturbance [11.5]

User note

The following clause may be used should "disturbance" [11.5] need to be extended

? All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever ?

12.20 - Environmental disturbance [11.6]

? **Controlling all forms of pollution**

The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The **contractor** is to ensure that all roads which border the site and is used by the **contractor** during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the **works** ?

? **Environmental management plan**

The **employer** has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP ?

**SECTION C: SPECIFIC PRELIMINARIES**

User note

Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in the space provided in the contract data or in a single referenced annexure as stipulated in the contract data or, when taking into account the methodology suggested in the user note on page 2 of this Bill No. 1, should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1

User note : Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

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**Specific Preliminaries**

77 Warranties for materials and workmanship

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

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

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

Item

78 Overtime

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

Item

79 Co-operation of the **contractor** for cost management

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget

Item

80 Overloading

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the **works** or temporary **works** eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

Item

81 Propping of floors below

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of **materials and goods** and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

Item

82 Testing of flat roof waterproofing for watertightness

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|   |  |      |  |
|---|--|------|--|
|   | <p>Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the <b>principal agent</b> , flooded with water and kept 'ponde for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p>  | Item |  |
| 83  | <p>Green star building certification</p> <p>User note</p> <p>Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification</p>  | Item |  |
| 84  | <p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The <b>employer</b> will be monitoring the black economic empowerment status of the <b>contractor</b> throughout the execution of the <b>works</b></p> <p>The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating</p> | Item |  |
| 85  | <p>Advertising rights</p> <p>The <b>employer</b> may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the contractor in the meeting of his obligations under this <b>agreement</b></p>   | Item |  |
| 86  | <p>Confidentiality</p> <p>The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of the <b>works</b></p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b></p>  | Item |  |
| 87  | <p>Media releases</p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the <b>employer</b>, cause any statement or advertisement to be printed, screened or aired by the media</p>  | Item |  |
|   | <p><b><u>SUMMARY OF CATEGORIES</u></b></p>   |      |  |
|   | <p>Category : Fixed R..... Category : Value R.....</p>   |      |  |
|   | <p>Category : Time R.....</p>  |      |  |
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|   | <p>5-28</p>  |      |  |

**SECTION NO. 5**

**Preliminaries**

**SECTION SUMMARY**

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Section No. 5  
SECTION SUMMARY

**SECTION NO. 6**

**Provisional Sums**

Amount

**SECTION NO. 6**

**Provisional Sums**

**PROVISIONAL SUMS**

**Where stated, the contractor may allow for profit if required**

**ELECTRICAL, ELECTRONIC AND MECHANICAL INSTALLATION**

**General electrical repairs**

1 Provide the sum of R40 000 (forty thousand rand) for electrical and camera repairs

Lump  
Sum

40 000 00

2 Profit

Item

3 Attendance

Item

**ROOF TRUSSES**

4 Provide the sum of R60 000 (Sixty thousand rand) for the provision of roof trusses supplied by specialist with all relevant compliance Certificates (Mitek and Erection Certificates) Including all roof timbers.

Lump  
Sum

60 000 00

5 Profit

Item

6 Attendance

Item

Carried to Final Summary

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Section No. 6

Bill No. 1

Provisional Sums

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| 4           | External Works  | 4-2  |        |
| 5           | Preliminaries   | 5-30 |        |
| 6           | Provisional Sums  | 6-2  |        |
|             | ADD: CONTINGENCIES  |      |        |
|             | Allow the Amount of R300,000.00 ( Three Hundred Thousand Rands) for Contingencies to be used or deducted in full at the Principal Agent's discretion. |      |        |
|             | SubTotal excluding Value Added Tax  |      |        |
|             | ADD VAT @ 15%:  |      |        |
|             | Carried to Tender   | R    |        |
|             | FINAL SUMMARY   |      |        |

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**Part 6: Site Information**

C4      Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

|                |   |
|----------------|---|
| Project title: | EMERGENCY REPAIRS AT ISIHOBOTI PUBLIC COMBINED SCHOOL |
| RFQ No:        | 2022/07/701   |

**C4 Site Information – Existing operational education facilities**

**1. GROUND CONDITIONS**

Geotech information not available. This is an existing site.

**2. UNDERGROUND SERVICES**

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

**3. ADJACENT BUILDINGS**

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

**4. ENVIRONMENTAL ISSUES**

None

C5

Drawings

