CALL FOR BIDS

BID NO: ECDC **/ELN/328/072021**

BID SUBJECT: **REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**

Consisting Of:

The Tender (Returnable) - This Document
The Bills of Quantities - This Document
Annexures – This Document

BIDDER NAME: .....

CSD No.:.....

CRS No.: .....

CLOSING DATE:	**13 September 2021**
CLOSING TIME:	**12h00**

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SECTION A: ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.

Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	Include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad Based Black Empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad Based Black Empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	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.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment

Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.

Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.

Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees

Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

Part T1: Tendering procedures

T.1.1
TENDER NOTICE AND INVITATION TO BID

1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of 6 GB or Higher for the Repairs, Refurbishment, and additions to Zanyokhwe Production site in Keiskammahoek, Eastern Cape.

The site is located in Keiskammahoek, Eastern Cape, South Africa.
GPS co-ordinates of the site are 32°45'48.6'S and 27°04 00.3E

- It is estimated that bidders should have a CIDB grading of **6 GB or Higher.**

A Detailed scope of services is described in Scope of Work Section Below.

2. Eligibility to Bid

a) Bidders should meet the Mandatory Requirements in T2.1**(Mandatory List of Tender Returnables)**

b) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation **25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**

c) Constructors will be required to subcontract 25% of the value of the work to local SMMES

3. Payment of Bid Document

A non-refundable tender deposit of R0.00 cash deposited in the ECDC Bank Account is required. A deposit slip is required for the collection of the tender documents.

4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at **www.ecdc.co.za** .

5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms Z. Madzidzela,
E- Mail at **tenders@ecdc.co.za**

6. Estimated Timeline

Activity		Date	Time
1.	**Placing of Advert**	**13 August 2021**	N/A
2.	**Compulsory Briefing Meeting**	Due to Covid restrictions there will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at tenders@ecdc.co.za for attention Z Madzidzela Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at www.ecdc.co.za	
3.	**Last day of questions**	**06 September 2021**	**16H00**
4.	**Final date of submission of bids**	**13 September 2021**	**12h00**
5.	**Bid Validity**	**90 days**	

6.1. Briefing Session and Site Location

Due to COVID, there will be no briefing meeting. For any enquiries relating to this Bid, the Bidder is requested to email the ECDC Procurement Department at tenders@ecdc.co.za, attention Ms Z. Madzidzela.

Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at www.ecdc.co.za

Site Location

The site is located in the following GPS co-ordinate.

- **GPS co-ordinates of the site are 32°45'48.6"S and 27°04'00.3E**

Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.

Bidders must acquaint themselves of the current site conditions, works complexity and associated safety risks.

ECDC will assume that all bidders have visited the site, no claims will be entertained during the contract period due to lack of information provided prior or during the tender process.

Geographical Site Layout

Telephonic,
emailed, telexed, facsimile, and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

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

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

Clause number	Tender Data
A.1.1	The employer is **Eastern Cape Development Cooperation (ECDC)**
A.1.2	The Tender Documents issued by the Employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2 : Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 - Adjudicator's contract **Part C2: Pricing data** C2.1 - Pricing instructions C2.2 - Bill of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information

A.1.4	**The employer's agent is: IMBONO ARCHITECTS** **Name: Mr. Fjord Jordaan** Address: Imbono Architects 4 Pearce Street East London 5241 **During Tender stage all communication shall be through the Procurement Department for attention:** **Name: Ms. Z. Madzidzela,** Address: ECDC Head Office at ECDC House Ocean Terrace park Moore Street Quigney, East London Tel: 043 704 5600 E-mail: tenderes@ecdc.co.za **After award all communications should go to** **Name: Ms. C Sigcu** Address: ECDC Head Office at ECDC House Ocean Terrace park Moore Street Quigney, East London Tel: 043 704 5600 E-mail: csigcu@ecdc.co.za **Note:** During the Lockdown all communications should be through the email
A.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated **Joint ventures are eligible to submit tenders provided that:** 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **GB (General Building)** class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

A.2.1	**Not Applicable for this Bid** The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ….. or …….*. class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: .....**
A.2.2	**Not Applicable for this Bid** The employer will compensate the tender as follows
A.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Paragraph Below is Not Applicable. Bidder to refer to Tender Notice** Tenderers must sign the attendance list in the name of the tendering entity . Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
A.2.12	**Not Applicable for this Bid** Main tender offers are not required to be submitted together with alternative tenders.
A.2.12	No alternative tender offers will be considered
A.2.12	**Not Applicable for this Bid** If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.

A.2.13.3	**One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.** A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified ECDC will not be responsible if your bid is not submitted on time All bid documents are to be **completed in permanent ink**. **No alterations of the Bid Document will be allowed.** **No correction fluid will be allowed. Corrections should be initialled.**
A.2.13.5 A.2.15.1	Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission. The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: a) **Location of tender box:** Bid Reference Number: **ECDC/ELN/328/072021** Project Name: **THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK, EASTERN CAPE** Delivered at Physical Address: **ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,** Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender **It is the Bidders responsibility to ensure that all the documents are received on time.** **The bid box is open on weekdays between 08h00 and 16h30**
A.2.13.6 A.3.5	**Not Applicable for this Bid** A two-envelope procedure is required.
A.2.13.9	Telephonic, email, telegraphic, telex, email, or facsimile tender offers **will not** be accepted.
A.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
A.2.16	The tender offer validity period is 90 days.

A.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. **Tenders to submit the associated names being part of the returnable documents failure to submit**
A.2.19	Access shall be provided for the following inspections, tests and analysis: The site is available for viewing the location of the works.
A.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document
A.2.22	**Not Applicable for this Bid** Return all retained tender documents within 28 days after the expiry of the validity period
A.2.23	The tenderer is required to submit with his tender: **1) Tax Compliance** Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified
A.3.1.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
A.3.4	**Opening of the Bids** Tenders will be opened immediately after the closing time for tenders at 12h00 hrs Due to the Lockdown regulations There will be **NO PUBLIC OPENING** of the Bids received; however, the list of bids received may be published on the ECDC website and will be sent to the Bidders that have submitted bids via email. There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.
A.3.11.1	The financial offer will be reduced to a comparative basis.
A.3.11.2	**Not Applicable for this Bid** The procedure for the evaluation of responsive tenders is Method 1

A.3.11.3 **Evaluation Criteria**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2017 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Mandatory Tender Returnables	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points. Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: **Summary Schedule (Annex C)**
Stage 2	**Functionality:** Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).
Stage 3	**Preferential Procurement points:** **Price**: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

A.3.11.3 The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)

Functionality Criteria	**Maximum number of points**
Completed Similar Projects in Value and Complexity	30
Experience and Qualifications of the Key Personnel	50
Maximum possible score for functionality (M_s)	**80**

Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below

The minimum percentage to be achieved for functionality is **70%**

A.3.13	Tender offers will only be accepted if: a) the tenderer is Tax Compliant ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; d) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer 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; h) the tenderer has the legal capacity to enter into the contract; i) the tenderer 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; j) the tenderer complies with the legal requirements, if any, stated in the tender data; and
A.3.17	The number of paper copies of the signed contract to be provided by the employer is one (1).

Part T2 : Returnable documents

T2.1 - List of returnable documents

T2.2 - Returnable schedules

T2.1 - List of returnable documents

1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2017 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Mandatory Tender Returnables	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points. Service provider to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: **Summary Schedule (Annex C)**
Stage 2	**Functionality:** Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score **of 70%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).
Stage 3	**Preferential Procurement points:** **Price**: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

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1.1. MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description		Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close	Mandatory Requirement for Award
1.	**Bidders must be registered on the National Treasury Central Supplier Database (CSD).** The following information will be verified on the National Treasury Central Supplier Database: • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, **5 working days** will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified **<u>Onus on the Service Provider</u>** Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. **It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided**. If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation. **<u>Directors in the Service of State</u>** No quotations/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 in the service of the state. **<u>JV's and Consortium</u>** Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.	Yes	Yes

2.	**Tax Compliance Requirements:** • Bidders must ensure compliance with their tax obligations. • The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified. • **In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.**	No	Yes
3.	**CIDB Requirements:** Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated. **Joint ventures are eligible to submit tenders provided that:** 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **GB (General Building)** class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. **ECDC will verify whether the Bidders have an active and valid CIDB registration as required above**	Yes (Evaluation Stage)	Yes 6 GB or higher
4.	**Annexure C** – Supplier Information **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
5.	**Annexure L.–** C.1.1 Form of Offer and Acceptance Offer; **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
6.	Annexure E - (SBD 4): Declaration of interest (bidder); **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes

7.	**Annexure F**– (SBD 8): Declaration of bidder's past supply chain management practices; **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
8.	**Annexure G** – (SBD 9): Certificate of independent Bid determination **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
9.	**Annexure H:** Compulsory Declaration **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
10.	**Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2017**	No	Yes
11.	**ANNEXURE K (which includes annex C) :** Declaration of Local Content (SBD 6.2) **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**	Yes	Yes
12.	**Annex C – Local Content Declaration (Summary Schedule)** (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
13.	**Attach** an original or Certified copy of original B-BBEE Certificate from an accredited verification agency or an Original or Certified Copy of B-BBEE Sworn Affidavit from a Commissioner of Oath. **Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBBEE. (A copy of a certified copy will not be accepted** **Note:** A trust, consortium or joint venture must submit a consolidated Original or Certified Copy of B-BBEE Status Level Verification Certificate in order to qualify for points.	No	No
14.	**Duly signed Letter of Authority MUST be submitted authorising the individual to sign** on behalf of the bidder if: **a)** If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. **OR** **b)** If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document. **Note:** The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).	Yes	Yes
15.	**Priced Bills of Quantities completed in ink**.	Yes	Yes
The following will be applicable to Joint Ventures/Consortium			

Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
Attach a valid Original or Certified copy of valid Original Consolidated B-BBEE Certificate from an accredited verification agency Failure to submit either the valid original or a certified copy of the valid original will result in awarding of 0 (zero) points preference points under BBBEE. (A copy of a certified copy will not be accepted	No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 day.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. No correction fluid to be used and all errors to be initialled

Queries relating to the issue of these documents may be addressed in writing to:
Ms Z. Madzidzela
tenders@ecdc.co.za

1.2. Stage 1 - Local Production and Content for Designated Sectors and Local Content Declaration

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, 2017, 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, 2017 (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 B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where

x is the imported content in Rand 27

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;

y is the bid price in Rand excluding value added tax (VAT)

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

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

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid: Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in table 1 below.

Bidder that fails to meet the minimum stipulated threshold for local production and content will be unacceptable and will not proceed to stage 2.

3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

……

SIGNATURE(S) OF BIDDERS(S)

DATE: ……

ADDRESS: ……

……

……

WITNESSES:

1. ……

2. ……

1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).

Bidder to note the following for Functionality Evaluation:

a) Adequate proof supporting the points claimed must be provided. (e.g. *documents, agreements, qualifications, previous experience, certifications, etc.*)

b) Failure to submit relevant information with supporting document and adequate proof may result in ECDC not being able to allocate points for the Evaluation Criteria outlined below.

	T2.2.2 a – Similar projects completed, with 3 reference letter which includes contactable references	Yes	Yes
	T2.2.2 b – Construction Method Statement	No	Yes
	T2.2.2 c – Key personnel Qualifications (Construction Manager)	No	No
	T2.2 .2 d – Key personnel Qualifications (Construction Supervisor)	No	No
	T2.2.2 e – Key personnel Qualifications (OHS Safety Officer)	No	No
	T2.2.2 f – Key personnel Qualifications (Skilled Staff)	No	No
	T2.2 .2 g – Key personnel Experience (Construction Manager)	Yes	Yes
	T2.2.2 h – Key personnel Experience (Construction Supervisor)	Yes	Yes
	T2.2.2 i – Key personnel Experience (OHS Safety Officer)	Yes	Yes
	T2.2.2 j – Key personnel Experience (Skilled Staff)	No	Yes (within 14 days of award
	T2.2.2 k – Key personnel Experience (Semiskilled Staff)	No	No
	T2.2.2 n– Local Labour Employment and Sub- **Contracting**	No	Yes (at construction stage)
	T2.2.2 o – Tenderer confirms he has read the scope of work works and associated detailed specifications	Yes	Yes

Table 1: Functionality Evaluation Criteria – Stage 2

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	Allocated Points
List of substation projects with a value (Excl VAT) of R10m or above (Bidder to submit a reference letter for each project completed up to a maximum of 5 reference letters.)	
5 or more projects with a value of R10m or above with reference letter	30
4 more projects with a value of R10m or above with reference letter	25
3 more projects with a value of R10m or above with reference letter	10
2 more projects with a value of R10m or above with reference letter	0
1 project with a value of R10m or above with reference letter	0
<u>Document to be submitted for points allocation</u> **The Bidder must demonstrate that they have the relevant experience in general building works submitting completed T.2.2.2 (a) reference forms or reference letters and/or completion certificates of completed general building works (Read with Schedule T.2.2.2(a) requirements)** Reference letter/ Completion Certificate should indicate the following • Signature of the client • Client's Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed • Reference letters must not be older than 10 years **Note:** The Contract Value of the relevant reference letters will be accumulated. The three (3) reference letters will only be considered if at least the Bidder has completed one (1) Building Contract to the value of R10 million.	
EXPERTISE (CV's of other Key Personnel to be included in Returnables) **Site Agent/ Construction Manager**	
More than 10 years' experience on general building contracts	20
More than 5 years up to and including 10 years' experience on general building contracts	15
More than 3 years up to and including 5 years on general building contracts	10
Less than 3 years' experience on general building contracts	0
Foreman/ Construction Supervisor	
More than 10 years' experience on general building projects	20
More than 5 years up to and including 10 years' experience on general building projects	15
More than 3 years up to and including 5 years on general building projects	10
Less than 3 years' experience on general building projects	0
Health and Safety Officer	
More than 10 years' experience as a Health and Safety Rep in construction	10
More than 5 years up to and including 10 years' experience as a Health and Safety Rep in construction	5
More than 3 years up to and including 5 years as a Health and Safety Rep in construction	3
Less than 3 years' experience as a Health and Safety Rep in construction	0
TOTAL MAXIMUM ACHIEVEABLE POINTS	**80**
MINIMUM POINTS REQUIRED	**70**

a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).

b) All bids that fail to achieve the minimum score will be disqualified.

c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} x100$$ Where:

Ps = percentage scored for functionality by bid under consideration

So = Total score for bid under consideration

Ms = Maximum possible score

The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the B-BBEE Status Level of Contribution. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
B-BBEE status level of contribution	20
TOTAL POINTS	100

a) Points awarded for price based will be based on the 80/20 Preference point systems

b) The points scored by the tenderer/bidder for Price will be added to the points scored for B-BBEE Status Level of Contributor to obtain the bidder's total points scored out of 100 points.

c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.

f) The bidder obtaining the highest number of total points will be awarded the contract.

g) Points scored will be rounded off to the nearest 2 decimal place.

h) Price

(i) The lowest acceptable bid will score 80 points for price.
(ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
(iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	• Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$

	Ps = Points scored for comparative price of bid / offer under consideration Pt = Comparative price of bid / offer under consideration Pmin = Comparative price of lowest acceptable bid / offer

i) B-BBEE Status Level of Contribution

(i) A maximum of 20 points will be awarded for B-BBEE Status Level of Contribution

(ii) In terms of Regulation 6(2) the following table must be used to calculate the score out

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(iii) The tenderer/bidder must submit proof of its B-BBEE status level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a Verification Agency accredited by SANAS or Certified copies thereof. This excludes EME's and QSE's who must submit sworn affidavit in terms of Codes of good practice. The affidavit must be signed by the EME or QSE's representative and attested by a Commissioner of oaths.

(iv) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate in order to qualify for points.

(v) Public entities and tertiary institutions must submit a B-BBEE Status Level Verification Certificate in order to qualify for points.

(vi) Certificates issued by IRBA and Accounting Officers have been discontinued; however valid certificates already issued prior 1 January 2017 will be accepted.

(vii) A tenderer/bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will score 0 (zero) points out of 20 for B-BBEE

(viii) A tenderer/bidder may not be awarded points for B-BBEE status level contributor if it is indicated in the bid documents that such a tenderer/bidder intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer/ bidder qualifies for, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.

Note: The ECDC reserves the right to perform thorough Due Diligence processes prior to Award of the Bid. Furthermore ECDC also reserves the right to award/ not to award the bid to Bidders based on the findings resulting from the Due Diligence processes.

Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

A.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.

A.1.2 Tender Documents

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

A.1.3 Interpretation

A.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.

A.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.

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

a) conflict of interest means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) in compatibility 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;

A.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.

A.1.5 Cancellation and Re-Invitation of Tenders

A.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.

A.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

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

A.1.6 Procurement procedures

A.1.6.1 General

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

A.1.6.2 Competitive negotiation procedure

A.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers 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 A.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.

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

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

A.1.6.3 Proposal procedure using the two stage-

system A.1.6.3.1 Option 1

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

A.1.6.3.2 Option 2

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

A.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.

A.2 Tenderer's obligations

A.2.1 Eligibility

A.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.

A.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.

A.2.2 Cost of tendering

A.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.

A.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.

A.2.3 Check documents

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

A.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.

A.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.

A.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.

A.2.7 Clarification meeting

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

A.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.

A.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.

A.2.10 Pricing the tender offer

A.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.

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

A.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.

A.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.

A.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.

A.2.12 Alternative tender offers

A.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.

A.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.

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

A.2.13 Submitting a tender offer

A.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.

A.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.

A.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.

A.2.13.4 Sign (Signature by authorized personnel) the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

A.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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.2.15 Closing time

A.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.

A.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.

A.2.16 Tender offer validity

A.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.

A.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.

A.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).

A.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".

A.2.17 Clarification of tender offer after submission

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

Note: *Sub-clause 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.*

A.2.18 Provide other material

A.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.

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

A.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.

A.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.

A.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.

A.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.

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.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 tenderers who collected tender documents.

A.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.

A.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 tenderers who collected tender documents.

A.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.

A.3.4 Opening of tender submissions

A.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' 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.

A.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 BBBEE status level and time for completion for the main tender offer only.

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

request.

A.3.5 Two-envelope system

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

A.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open

only the financial proposals of tenderers, who score in the 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

A.3.6 Non-disclosure

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

A.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.

A.3.8 Test for responsiveness

A.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.

A.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

A.3.9 Arithmetical errors, omissions and discrepancies

A.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.

A.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 A.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.

A.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.

A.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.

A.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.

A.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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
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

A.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.

A.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.

A.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.

A.3.14 Prepare contract documents

A.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 other revisions agreed between the employer and the successful tenderer.

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

A.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.

A.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.

A.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.

A.3.18 Provide written reasons for actions taken

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

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF ECDC

Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages form the bidder(s) / contractor(s) concerned.

1.10 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.11 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

1.12 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the JBCC PBA (4.1 edition) .

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price),highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.13 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.15 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Ms Z. Madzidzela
Telephone number	043 704 5600
E-mail address	tenders@ecdc.co.za

FRAUD HOTLINE

Deloitte Tip-offs

Web address: https://www.tip-offs.com
E-mail address as applicable: ecdc@tip-offs.com
Free postal address: Freepost KZN 138, Umhlanga Rocks, 4320
Free fax number: 0800 007 788
Toll free number: 0800 116 655
International toll free number: +2731 571 8913

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

T2.2. - Returnable schedules

T2.2.1 – Declarations: pg50

T2.2.2 – Functionality Evaluation Schedules

ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

Important Note: 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.

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person (of the JV if a the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if a the Bidder is a JV)	
Bidder Telephone Number (of the JV if a the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if a the Bidder is a JV)	
Email Address of Bidder(of the JV if a the Bidder is a JV)	
VAT Registration Number (Same as CSD)	

Central Supplier Database Number	**MAAA**
CIDB Registration Number	
B-BBEE STATUS VERIFICATION	

Very Important:
(Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)

Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	□ Yes □ No (If Yes enclose Proof)	**Are you a foreign based supplier for the Goods/Services/Works Offered?**	□ Yes □ No (If Yes, answer the questionnaire Below)

QUESTIONAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)	□ Yes	□ No
Does the Entity have a branch in the RSA?	□ Yes	□ No
Does the Entity have a permanent establishment in the RSA?	□ Yes	□ No
Does the Entity have any source of income in the RSA	□ Yes	□ No

If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register

VERY IMPORTANT

NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH IRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

(NAME OF BIDDER).

Print Name _____ Date _____

Designation _____ Signature _____

Annexure D: Location		
1	Where is the Bidder's main office?	
	Other offices:	

Annexure E: Declaration of Interest (SBD4)

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

1. Any legal person including persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).

   In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons employed by the state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

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

NO QUOTATIONS/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.

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

2.1. Full Name of Bidder:……

2.2 Name of the Bidder's representative: ……...

2.3 Identity Number: ……

2.4 Position occupied in the Company (director, shareholder etc): ……

2.5 Company Registration Number: ……..……..

2.6 Tax Reference Number: ……

2.7 VAT Registration Number: …….....

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

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

2.8	Are you or any person connected with the bidder presently employed by the state?	Yes ☐ No ☐

2.8.1 If yes furnish the following details:

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

Any other particulars:

2.9	Did you or your spouse or any the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Yes ☐ No ☐

Record in the Service of the state

Indicate by marking the relevant boxes with a cross, if any principals or spouse is currently or has been within the last 12 months in the service of any of the following

□ a member of any municipal council

□ a member of provincial legislature

□ an official of any municipality or municipal entity

□ a member of the board of directors of any municipal entity

□ an employee of Parliament or a provincial legislature

□ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No 1 of 1999)

□ a member of the National Assembly or the National Council of Provinces

□ a member of an accounting authority of any national or provincial public entity

If any of the above boxes are marked, disclose the Following

Name of Principal	**Name of Public Institution, public office, board or organ of state and position held**	**Status of Service Tick Appropriate Box**	
		Current	**Within last 12 months**

2.10	Yes ☐ No ☐
a) Do you, or any person connected with the bidder, have any relationship (family) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	

b) Record of Family member in the Service of the State

Service provider is required to record family member in the service of state

Family member: a person's spouse, whether in a marriage or in a customary union according to the indigenous law, domestic partner in a civil union, or a child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of principal as defined in 2.9 is currently or has been within the last 12 months in the service of any of the following

□ a member of any municipal council

□ a member of provincial legislature

□ an official of any municipality or municipal entity

□ a member of the board of directors of any municipal entity

□ an employee of Parliament or a provincial legislature

□ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No 1 of 1999)

□ a member of the National Assembly or the National Council of Provinces

□ a member of an accounting authority of any national or provincial public entity

If any of the above boxes are marked, disclose the Following

Name of Principal	**Name of Public Institution, public office, board or organ of state and position held**	**Status of Service** **Tick Appropriate Box**	
		Current	**Within last 12 months**

2.11	Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Yes ☐ No ☐

- If so, furnish particulars:

2.12	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Yes ☐ No ☐

- If so, furnish particulars

2.13 Particulars of Principals

Principal : means a natural person who is a partnership, sole proprietor , a director of a company established in terms of Companies Act 2008 (Act 71 of 2008) or a member of a close corporation registered in therms of the Close Corporations Act 1984 (Act No 69 of 1984)

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personal Number (if applicable)

DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

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

……..
Signature by delegated Authority

..……
Date

……..
Position

……
Name of Representative

Annexure F – (SBD 8): Declaration of bidders past supply chain management practices **Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**			
This declaration will be used to ensure that when goods and services are being procured, all reasonable steps were taken to combat the Abuse of the supply chain management system. The bid of any bidder may be disregarded if that bidder, or any of its directors have-abused ECDC's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid			
Have you (bidder or any of directors) been listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?			Yes ☐ No ☐
If so, furnish particulars:			
Have you (bidder or any of the directors) convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?			Yes ☐ No ☐
If so, furnish particulars:			
Was any contract between you (the bidder) and any organ of state including ECDC terminated during the past five years on account of failure to perform on or comply with the contract?			Yes ☐ No ☐
If so, furnish particulars:			
I /we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the information provided above is true and correct and that I / we acknowledge that ECDC may, in addition to any other remedy it may have – 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; forward the matter for criminal prosecution			
SIGNATURE OF DELEGATED AUTHORITY		**DATE**	

Annexure G – (SBD 9): Certificate of independent Bid determination

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging[i]). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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[3] will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices; geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SIGNATURE OF BIDDER OF DELEGATED AUTHORITY		**DATE**	

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

Annexure H: COMPULSORY DECLARATION

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:
   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
   b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);

ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;

v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;

vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a

public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2017

SBD 6.1 (Attached)

B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. ECDC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

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

b) Either the 80/20 *or* 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

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

8.1 Name of company/firm:…….

8.2 VAT registration number:…….

8.3 Company registration number:……..……..……..

8.4 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1

of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……..	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS ……..

Annexure J: Declaration of The Value of Work To Be Sub-Contracted By Bidder

Bidder: _____ Ref No: ECDC/ELN/328/072021

Any portion of the work that will be sub-contracted must be indicated as follows:

Description of Work to be Sub-Contracted	Value of Work (R)	% of Work to be Sub-Contracted

Further it is a requirement that 25% of the total project value shall be carried out by SMME entities. The successful tenderer will be required to demonstrate compliance with this condition throughout the contract period.

Signed: _____ Date: _____

ANNEXURE K: SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector
Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

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, 2017and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 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, 2017 (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/manufactured goods with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for bids referred to in paragraphs 1.2 , a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1268:2011 is accessible on http:/www.thedti/industrialdevelopment/ip.jsp at no cost

1.6 A bid will 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. Definitions

2.1 **"bid"** includes advertised competitive bids, written price quotations or proposals;

2.2 **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4 **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,

2.5 where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.6 **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.7 **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and

2.8 which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.9 **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.10 **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.11 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contractor in the execution part of a project in terms of the contract.

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

Table 1

Designated Sector /Sub-sector/ Industries	Minimum threshold for local content

For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website http: //www.thedt.gov.za/industrial development/ip.jsp

3. **Does** any portion of the services, works or goods offered have any imported content?
(**Tick Applicable Box)**

YES		**NO**	

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 at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below:

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 the meeting the stipulated minimum threshold for local content, the DTI must be informed accordingly in order for the DTI to verify and consultation with the AO/AA provide directive in this regard.

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

IN RESPECT OF BID No. .....

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB
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.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industial 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.

Declaration D and E should be kept by the Bidder 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:

The facts contained herein are within my own personal knowledge.

I have satisfied myself that

- 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

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above :

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

NAME: _____

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
    - Local Content Declaration – Summary Schedule
- **Declaration D SATS 1286.2011**
    - Imported Content Declaration – Supporting Schedule to declaration C
- **Declaration E SATS 1286.2011**
    - Local Content Declaration _- Supporting Schedule to declaration C

- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

Templates of Declarations C, D and E follow:

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**
(C2)	**Tender description:**
(C3)	**Designated product(s)**
(C4)	**Tender Authority:**
(C5)	**Tendering Entity name:**
(C6)	**Tender Exchange Rate:**
(C7)	**Specified local content %**

Pula EU GBP

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
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)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) **Total tender value**	**R 0**	
(C21) **Total Exempt imported content**		**R 0**
(C22) Total **Tender value net of exempt imported content**		**R 0**
(C23) **Total Imported content**		**R 0**
(C24) **Total local content**		**R 0**
(C25) **Average local content % of tender**		

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

EU GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of Imported content	Unit of measure	Overseas Supplier	Forign 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	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Forign 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	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	
(E2)	**Tender description:**	
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: **VAT to be excluded from all calculations**

[redacted]	Description of items purchased	Local suppliers	Value
[redacted]	*(E6)*	*(E7)*	*(E8)*
	(E9) **Total local products (Goods, Services and Works)**		

(E10) [redacted] **Manpower costs** (Tenderer's manpower **cost)**

(E11) [redacted] **(Rental,** depreciation **&** amortisation, utility **costs, consumables etc.)**

(E12) [redacted] (Marketing, insurance, **financing,** interest **etc.)**

(E13) Total local content

[redacted]

Signature of tenderer from Annex B

Date:

Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:
Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.
Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the

products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: “If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.”

2.3.1.1 Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration –

Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number
Supply the tender number that is specified on the specific tender documentation.

C2. Tender description
Supply the tender description that is specified on the specific tender documentation.

C3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority
Supply the name of the tender authority.

C5. Tendering Entity name
Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %
Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number
Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items
Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price
Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content
Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content
Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value
Provide the ZAR value of the items' imported content.

C14. Local value
Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)
Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity
Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value
Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content
Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content
Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value
Total tender value is the sum of the values in column C17.

C21. Total exempted imported content
Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content
The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content
Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on

Annexure D.

C24. Total local content
Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender
The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number
Supply the tender number that is specified on the specific tender documentation.

D2. Tender description
Supply the tender description that is specified on the specific tender documentation.

D3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority
Supply the name of the tender authority.

D5. Tendering entity name
Provide the tendering entity name (i.e. Anybody Bus Builders (Pty) Ltd).

D6. Tender exchange rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number
Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content
Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier
Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry
Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excluding VAT
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity
Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value
The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers
Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:
Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure
Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice
Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports
Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry
Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excluding VAT
Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity
Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value
Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer
The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content
Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure
Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier
Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice
Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports
Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry
Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT
Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported
Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value
Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party
The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment
Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc.).

D47. Local supplier making the payment
Provide the name of the local supplier making the payment.

D48. Overseas beneficiary
Provide the name of the overseas beneficiary.

D49. Foreign currency value paid
Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments
Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party
The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment
The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number
Supply the tender number that is specified on the specific tender documentation.

E2. Tender description
Supply the tender description that is specified on the specific tender documentation.

E3. Designated products
Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority
Supply the name of the tender authority.

E5. Tendering entity name
Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased
Provide a description of the items purchased locally in the space provided.

E7. Local supplier
Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value
Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)
Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:
Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:
Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:
Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:
The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

T2.2 .2- Functionality Evaluation Schedules

T2.2.2a: SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

It is a requirement that the bidder should have successfully completed at least 2 projects each with a value of not less than R10m (Excl VAT)

Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.

OR

Submit a reference letter that indicates the following

Signature of the Client

On Clients Letter Head or Client Stamp

Company Name, contact person, contact details (telephone number and email etc)

Value of the Project

Scope of works carried out

Works have been completed on time/within stipulated contract period

Good or better workmanship

Reference Letter not to be older than 10 years

Reference No 1

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. **KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

_____

_____

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 2

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

_____

_____

Project Manager/Principal Agent: _____ **Place company stamp below**:

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 3

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

_____

_____

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 4

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK**
Bid No:	**ECDC/ELN/328/072021**

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. **KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. **TIME PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. **FINANCIAL PERFORMANCE**

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. **COMMENTS:**

_____

_____

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

T2.2.2 b – Construction Method Statement

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Work Organization Program and Scheduling

Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:

- **Summary tasks**
- **Indicating a Critical Path**
- **Time-lines within the project period**

Work organization program and scheduling to be attached here

T2.2.2 c – Key Personnel Qualifications
(Construction Manager)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2 d – Key Personnel Qualifications

(Construction Supervisor)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2 e – Key Personnel Qualifications

(OHS Safety Officer)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2 f – Key Personnel Qualifications

(Skilled Staff)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2 g – Key Personnel Experience

(Site Agent / Construction Manager)

Note: **Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.**

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Very Important Note:

Failure to submit a CV of a Site Manager/Construction Manager with the required experience, the Bidder will be disqualified.

Attach document here

T2.2 .2h – Key Personnel Experience

(Foreman/ Construction Supervisor)

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Very Important Note:

Failure to submit a CV of a Foreman with the required experience, the Bidder will be disqualified.

Attach document here

T2.2.2 i – Key Personnel Experience

(OHS Safety Officer)

Note: **Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.**

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Very Important Note:

It is a requirement of this Bid that the OHS Safety Officer has at least a minimum of 3 years of experience being a Health and Safety Rep in Construction Work.

Failure to submit a CV of a OHS Safety Officer with the required experience, the Bidder will be disqualified

Attach document here

T2.2.2 j – Key Personnel Experience

(Skilled Staff)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2k – Key Personnel Experience

(Semi-Skilled Support Staff)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Attach document here

T2.2.2 l – Company Experience

(1) Practical Completion Certificate (completed projects)

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Supply and Installation of related projects with similar scope of works and complexity will be considered for evaluation purposes.

Projects with no-related scope of works will be disqualified.

Attach document here

T2.2.2 m – Contactable References

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Provide a schedule of contactable references

Attach document here

T2.2.2n – Local Labour Employment and Sub-Contracting

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Sub-Contracting/ Local labour

The successful contractor will subcontract and employ workers from the local communities in close proximity to the project as and when required by the main contractor.

Tenderer to ensure that local labour are duly monitored to ensure that expensive materials are not damaged or wasted, no claims related to damaging of services will be entertained by the client.

A minimum of 10% of the total **installation/ labour rates** shall be utilised for local labour related activities.

Example:

Total contract price (less material amount and preliminary amounts) = labour amount. (Excluding 15% VAT)

10% of Labour amount = R ……. (Value to be allocated to local labour activities).

Confirm labour employment- Specify total headcount	Woman Specify woman employment	Men Specify men employment
Total:_____	Total:_____	Total:_____
List activities	1._____ 2._____ 3._____ 4._____ 5._____	1._____ 2._____ 3._____ 4._____ 5._____

Local labour contract amount as indicated above will be carried forward to the contract financial evaluation calculations being part of the overall tender evaluation process.

The amount as allocated above will be recorded and monitored by the client/ representative during the contract period

T2.2.2 o – Scope of Works and Detailed Specifications

Note: **Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.**

Project title:	**THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.**
Bid No:	**ECDC/ELN/328/072021**

Tenderer herewith confirms by signing below that he has read and understand the full scope of works and associated detailed specifications of this contract.

The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.

Company Name:
…….

Tenderer
Name:……Signature……Date…….

Company Authorised/

Accountable Person Name:……..Signature……..Date……

Company Stamp:

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of offer and acceptance
C1.2 - Contract data
C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure L:

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Project: THE REPAIRS, REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE IN KEISKAMMAHOEK.

Bid No : ECDC/ELN/328/072021

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

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

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

R …… (in figures)

……

……

……

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

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

Company or close corporation:

……
And: whose registration number is:

……
And: whose income tax reference number is:

……..

Trading under the name and style of:

……

AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: …… In his/her capacity as: ……	**Note:** A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.

SIGNED FOR THE TENDERER:

Name of Representative	**Signature**	**Date**

SIGNED BY WITNESS:

Name of Representative	**Signature**	**Date**

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

……

……

Other contact details of the tenderer are:
Telephone no

:…….
Cellular phone no

:…….
Fax no

:…….
Postal address

:……...…….
Banker

:……..
Branch

:..……

ACCEPTANCE

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC 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 the contract to be concluded**.**

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings

and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the ECDC:

Name of representative	**Capacity**	**Date**
....		
Address	**Signature**	

Witnessed by:

Name of witness	**Signature**	**Date**

Schedule of deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 tender document 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 tender document 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	

By the duly authorised representative 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 bid data and addenda thereto as listed in the bid 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 acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid 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.

Signed for the ECDC

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

C1.2 - Contract data

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is applicable to this Contract and is incorporated herein by reference a copy of these.

Copies of these Conditions of Contract may be obtained from the offices of ECDC, Ocean Terrace, Quigney, East London Tel. No. +27 43 704 5600

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

The Contract Data and JBCC Principal Agreement Edition 4.1 shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA	
Clause	**Data**
27.1	The Latent Defects Liability Period is: **Ten (10) years** commencing at the start of the construction period and ending 10 years from the date of final completion.
24.0	The time for achieving Practical Completion for this project is: **Ten (10) calendar months** from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work Permit. (Contractor to communicate this with the Client)
1.0	The name of the Employer is: **Eastern Cape Development Corporation**
1.0	The name of the Employer's Agent is: **Imbono Architects** The Employer's Agent means any Director, Associate or Professional Architect appointed generally or specifically by the Management of Imbono Architects to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.0	The address of the Employer for receipt of communications is: Physical address: Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600 Postal address: P.O Box 11197 Southernwood 5213
CONTRACT SPECIFIC DATA: ADDITIONAL CLAUSES	
	The following additional clause applies:- In the event of any discrepancy or conflict between any parts of the Contract Documents, the

	order of preference shall be as follows: 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardized/Particular Specifications 6. Contract Drawings 7. Schedule of Quantities
	The following additional clause applies:- The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions: An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent. The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice. The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer. The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.
	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract: • Nomination of Employer's Agent's Representative • Employer's Agent's authority to delegate • Non-working times • Suspension of the Works • Acceleration instead of extension of time
	The following additional clause applies:- The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.
	The following additional clause applies:- The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.
	All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly

	indicated to design on drawings.
	The following additional clause applies:- The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder. An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
	The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.
	The documentation required before commencing with the Works execution are: • Health and Safety Plan • Initial programme • Security • Insurance • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
	The time to submit the documentation required before commencement of the Works is: **14 calendar days**
	Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.
	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
	The non-working days are: **Saturdays and Sundays.** The special non-working days are: **(1) All gazetted public holidays falling outside the year end break.** **(2) The year end break commencing on 15 December 2021 and ending on 14 January 2022 both days included.**
	The following additional clause shall apply: Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.

	A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.
	The penalty for failing to complete the Works is: **2.75c / R100 of contract value (excl. VAT)** per calendar day
	The security to be provided by the Contractor shall be performance guarantee and shall be one of the alternatives scheduled in Part 2: Data Provided by the Contractor. The performance guarantee shall contain the wording of the document included in PART 3 (Pro-forma Forms).
	The percentage allowances to cover overhead charges for day work are as follows: • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.
	The following additional clause shall apply: Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials
	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
	The following additional clause shall apply: The Works are measured in accordance with the current Standard System of in Measuring Building Works South Africa, No claims arising from the method of measurement will be entertained.
	Contract Price Adjustment: **Is applicable** The value of all certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of x = 0.15 The value of coefficients are: a = 0.30 b = 0.30 c = 0.35 d = 0.05 The province wherein the larger part of the Site is located is the **Eastern Cape**. The area for the Producer Price Index for fuel is **Inland**. The base month is the month prior to tender closing.

The additional Conditions of Contract are:	
	Public Liability : R 10 million per incident.
	Add new sub clause **Applicable labour laws** The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

The additional Conditions of Contract are:

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

(a) "department" means any department of the State, implementing agent or contractor;

(b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

(c) "worker" means any person working in an elementary occupation on a SPWP;

(d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;

(e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;

(f) "task" means a fixed quantity of work;

(g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;

(h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;

(i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2 Terms of work

2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal hours of work

3.1 An employer may not set tasks or hours of work that require a worker to work–

(a) more than forty hours in any week;

(b) on more than five days in any week; and

(c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

The additional Conditions of Contract are:	
	4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. **5 Special conditions for security guards** 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. **6 Daily rest period** Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. **7 Weekly rest period** Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
	8 Work on Sundays and public holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker's daily task rate, if the worker works for less than four hours; (b) Double the worker's daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. **9 Sick leave** 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days sick leave in a year. 9.4 Accumulated sick leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual pay day. 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.**8** 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

The additional Conditions of Contract are:	
	10 Maternity leave 10.1 A worker may take up to four consecutive month's unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
	10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. 10.5 A worker may begin maternity leave – (a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended. **11 Family responsibility leave** 11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances: (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of (i) the employee's spouse or life partner; (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. **12 Statement of conditions** 12.1 An employer must give a worker a statement containing the following details at the start of employment: (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) The training that the worker will receive during the SPWP. 12.2 An employer must supply each worker with a copy of these conditions of employment.

The additional Conditions of Contract are:	
	13 Keeping records 13.1 Every employer must keep a written record of at least the following: (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) Payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.
	14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) In a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing: (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) The actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. **15 Deductions** 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) Pay the employer or any other person for having been employed.

The additional Conditions of Contract are:	
	16 Health and safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer;
	17 Compensation for injuries and diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. **18 Termination** 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination. 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. **19 Certificate of service** 19.1 On termination of employment, a worker is entitled to a certificate stating – (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP;

The additional Conditions of Contract are:	
	(g) Any other information agreed on by the employer and worker."
	OVERALL PROVISIONAL PROGRAMME **Tender Available: 13 August 2021** **Tender Closes: 13 September 2021** **Project Commencement: 10 November 2021** **Contract Period: 10 months** **Project Completion: 12 September 2022**

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the JBCC Principal Building Agreement (Edition 4.1 March 2005),prepared by the Joint Building Contracts Committee in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from the Principal Agent

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td></td><td>The name of the Contractor is:

……</td></tr>
<tr><td></td><td>The address of the Contractor for receiving notices is:
<u>Physical Address</u>: <u>Postal Address:</u>

…… ……..
…… ……..…
…… ……..……
…… ……..…

Telephone: ……
Facsimile: ……
E-mail: ……..</td></tr>
<tr><td></td><td>
<table>
<tr><th>Type of Security</th><th>Contractor’s Choice
Indicate “Yes” or “No”</th></tr>
<tr><td>The security to be provided by the Contractor shall be one of the following:</td><td></td></tr>
<tr><td>1. Variable construction guarantee</td><td></td></tr>
<tr><td>2. Fixed construction guarantee</td><td></td></tr>
<tr><td>3. Advanced payment guarantee</td><td></td></tr>
<tr><td>4. 10% Security Adjustment (Retention)</td><td></td></tr>
</table>
</td></tr>
</table>

C1.3 – Form of Guarantee

C 1.3: FIXED CONSTRUCTION GUARANTEE-JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	
Bid No:	

1. With reference to the contract between _____

_____ (hereinafter referred to as the "**contractor**") and the **Department of Education**, Eastern Cape Province (hereinafter referred to as the **employer**"). Bid No: **ECDC/ELN/328/072021** for the **REPAIRS REFURBISHMENT AND ADDITIONS TO ZANYOKHWE PRODUCTION SITE at KEISKAMMAHOEK EASTERN CAPE** (hereinafter referred to as the "contract")

in the amount of R _____**,**

_____ **(in words),** (hereinafter referred to as the **contract sum.)**

I/We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the **guarantor"**) advise

that the **guarantor** hold at the **employer's** disposal the sum of

R _____ (_____**)** 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 aforegoing, 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 _____ 2020

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 C2: Pricing data

C2.1 - Pricing instructions

C2.1: Pricing Instructions

C2.1.1 **PREAMBLE TO THE SCHEDULE OF PRICES**

C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.

C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**

C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.

C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.

C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.

C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.

C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.

C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

DAYWORK SCHEDULE

This Day work Schedule shall be used at the discretion of the Principal Agent for the valuation of extra work, which cannot conveniently be valued at the rates submitted in the Schedule of Quantities.

The rates entered for labour and materials shall not be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay, use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances, provision being made for the insertion of percentage, to cover all these items which are henceforth termed "on-costs". The rate used in the deduction of the value of the day work being thus the basic rate plus the percentage "on-costs".

In the case of plant no "on-cost" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include operator's costs, consumable stores, maintenance, etc.

The Tenderer must fill in each item listed below, or his tender may be rejected as being incomplete.

A LABOUR

1. Labourers ..... per hour plus .....% “On-Cost"
2. **Gangers ..... per hour plus .....% “On-Cost"**
3. Tradesmen ..... per hour plus .....% “On-Cost"

B EQUIPMENT (where not listed in scheduled items)

Description of Work	Rate per hour
.....	.....
.....	.....
.....	.....

Rate for standing time: ..... % of working rate

C MATERIAL

The Tenderer shall state here the percentage "On-Cost" he will add to the basic price of materials: .....%

TENDERER’S NAME: ……COMPANY STAMP:

SIGNATURE: …….

DATE: ……

C2.2 - Bill of Quantities

(See Attached)

Part C3: Scope of work

C3 - Scope of work

C3 – Scope of Works

1 Background To ECDC

Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

Mission

To promote sustainable economic development in the Eastern Cape through focused:

a) Provision of innovative development finance
b) Leveraging of resources, strategic alliances, investment and partnerships.

Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT)

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

2 Scope of Works

2.1 General description of the works

The description and scope of works, as described hereunder are a general guide only and may be subject to change. No liability or claim will be accepted should this information provided change or be regarded as misleading.

The work comprises the following sections:

2.1 Alterations and Refurbishment

2.1.1 Chemical Storage and Training Facility

This existing large single storey storage facility requires the following work:

- Replace damaged roof isolation
- Replace all gutters and rainwater pipes
- Areas of replastering
- Replace damage flashings
- Replace damaged ceiling
- Replace damaged doors and windows
- General repairs and refurbishment
- New floor finishes
- Electrical Installations
- Repaint entire facility.
- Etc

2.1. 2 Potato Production Facility

The existing production facility requires the following work:

- Areas of replastering
- Replace damaged ceilings
- Replace damaged doors and windows
- New floor finish in specific areas
- General repairs and refurbishment
- Electrical Installations
- Repaint entire facility
- Etc

2.1.3 Fertilizer Storage Shed

The existing large storage facility requires the following work:

- Replace all vertical cladding and flashings with new cladding on a one brick plinth wall.
- New purpose made sliding door
- Electrical Installations
- General repairs and refurbishment.
- Etc

2.1.4 Workshop

The existing workshop building requires following work:

- Replace sections of damage roof sheeting and cladding
- Areas of replastering
- Replace all doors including roller shutter door and steel sliding door
- Replace all doors including roller shutter door steel sliding door
- Replace all windows
- New screeded floor finish
- Electrical Installations
- General repairs refurbishment
- Etc

2.1.5 Administration Building

The existing admin building requires the following work:

- Replace damage and missing roof sheeting and flashings
- Replace all gutters and rainwater pipes
- Areas of replastering
- Replace damaged ceilings
- Replace damaged and missing doors and windows
- Refurbishment plumbing installation
- Electrical Installations
- Repaint entire facility
- Etc

2.1.6 Wash Bay

The wash consisting mainly of a structural steel frame and roof sheeting is to be demolished and removed from site.

2.2 New buildings

2.2.1 Gatehouse

This new building is a small gate-house with brick walls and sheeted roof including a toilet facility

2.2.2 Ablution Facility

This new building is a combined canteen with two ablution/change-room areas (approx. 66m²) with brick walls and a sheeted roof including ablution and changing room facilities.

2.2.3 New Implement Store

This new building is to be only partially built including:

- Column bases
- Steel structure
- Roof sheeting
- Filled hard standing

2.2.4 External Works

The project is completed by the following external works

- Refurbishment of existing gravel roads
- New roads and paved areas
- Extensive security fencing
- High level water storage and distribution
- General site clearance
- Electrical Reticulation
- Drainage and Water Supply Services
- Etc

2.3 Variation in the Scope of Work

The Client retains the right to omit specific sections of the work prior to signing the contract and in the event that such omissions are incorporated in the contract it is hereby agreed that no claim for loss of profit will be entertained. In addition, tenderers are required to price all work in a “stand-alone fashion” so that profit/mark-up etc are such that omission of any of the tendered works will NOT render the remaining contract work visible.

2.4 Temporary works, etc.

Tenderers are advised that, in view of the nature and extent of the works temporary works are an essential part of the works. Tenderers must therefore fully examine and understand the nature and extent of the proposed works and must allow in their pricing for all access, structures, hoardings and other temporary works. Refer also to Clause 4.2: Enclosure of the Works in the Preliminaries Section of this document.

3. General

3.1 Damage to other services

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors’ pegs, etc.) Any such damage shall immediately be reported to the Principal Agent.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Principal Agent.

The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Principal Agent so that he can recover such costs from the responsible party.

This repair work may only be done on the written instruction from the Principal Agent.
The contractor shall make provision for a full scan of the area to determine the position of services in the area.

3.2 Local labour and local authorities

Local Labour:

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed.
All unskilled labour shall be from the Local Municipal Supply area.
Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

3.3 Liaison with Local Authorities

The contractor will have to liaise with local authorities regarding the following matters:

3.3.1 Locating of existing underground services.
3.3.2 Protection of existing services during construction.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work.

The contractor should also warn the authorities at least 48 hours before the actual work commence.

Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The Principal Agent or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

3.4 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Principal Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Principal Agent.

All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Principal Agent.

Where the Contractor is of the opinion that any instruction of the Principal Agent issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of the conditions of contract .

3.5 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

3.5.1 Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Principal Agent reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

3.5.2 Health and Safety Specifications

Please refer to Annexure A in Part C.4 for the Health and Safety Specification.

4. CONDITIONS SPECIFIC TO THIS BID

4.1 Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

The Services Provider shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

4.2 Obligation to perform and sub-contracting

The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

4.3 Performance guarantee

Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4.4 Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to

ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

4.5 ECDC facilities

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

4.6 Force majeure

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

4.7 Insurance

The contractor shall affect and maintain all required and/or necessary insurances in accordance with Clause 12 of the JBCC Contract Edition 4.1, as applicable.

4.8 Responsibility to perform

Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

ECDC may also consider termination of the contract.

4.9 Duration of the contract

The construction project duration is **10 Months** from date of appointment.
The successful Bidder shall be required to complete and submit the signed and duly completed **client recommended Services Level Agreement.**

Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the

contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder. (N/A)

4.10 Payments and tax

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

4.11 Subcontracting

The successful Contractor will subcontract and employ workers from the local communities in close proximity to the project, to execute labour related activities.

Further, and as indicated earlier in this document the contractor will ensure that 25% of the overall work will be undertaken by SMME entities.

Part C4: Site information and Drawings

C4 - Site information, Technical Schedule and Drawings

C4.1: Site Layout

C4.2: Aluminium Details

C4.3: Health and Safety Specification (including Priced Schedule)

BILLS OF QUANTITIES

PROPOSED ADDITIONS AND ALTERATIONS

AT

ZANYOKHWE PRODUCTION SITE

AT

KEISKAMMAHOEK

FOR

EASTERN CAPE DEVELOPMENT CORPORATION

ARCHITECT: IMBONO FJA ARCHITECTS

AUGUST 2021

SECTION 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

PRELIMINARIES

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

PRICING OF PRELIMINARIES

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

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

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

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

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

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

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

"**CONSTRUCTION PERIOD**" means the period commencing on the date on which possession of the **site** is given to the contractor and ending on the date of **practical completion**

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

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

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

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

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

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

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

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

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

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

OBJECTIVE AND PREPARATION

A2.0 **OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

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

A3.0 **DOCUMENTS**

Clause 3.0

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

Clause 3.7 is amended by the addition of the following:

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

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

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

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

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

A5.0 **EMPLOYER'S AGENTS**

Clause 5.0

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

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

A6.0 **SITE REPRESENTATIVE**

Clause 6.0

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

A7.0 **COMPLIANCE WITH REGULATIONS**

Clause 7.0

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

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

A8.0 **WORKS RISK**

Clause 8.0

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

A9.0 **INDEMNITIES**

Clause 9.0

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

A10.0 **WORKS INSURANCES**

Clause 10.0

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

10.5 Damage to the Works

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

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

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall**,** if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent,** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

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

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

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

A11.0 **LIABILITY INSURANCES**

Clause 11.0

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

A12.0 **EFFECTING INSURANCES**

Clause 12.0

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

A13.0 ***No clause***

A14.0 **SECURITY**

Clause 14.0

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

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

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

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

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

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

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**	
14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**	
14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**	
14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**	
14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**	
14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party	
14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:	N/A
14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**	N/A
14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender	N/A
14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring	N/A
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**	N/A
14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:	
14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty one (21) 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 per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

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

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

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

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

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

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

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

EXECUTION

A15.0 **PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

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

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

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

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

A16.0 **ACCESS TO THE WORKS**

Clause 16.0

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

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

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

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

A18.0 **SETTING OUT OF THE WORKS**

Clause 18.0

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

A19.0 **ASSIGNMENT**

Clause 19.0

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

A20.0 **NOMINATED SUBCONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

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

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

A21.0 **SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

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

A22.0 **EMPLOYER'S DIRECT CONTRACTORS**

	Clause 22.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A23.0	**CONTRACTOR'S DOMESTIC SUBCONTRACTORS** Clause 23.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
	COMPLETION	
A24.0	**PRACTICAL COMPLETION** Clause 24.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A25.0	**WORKS COMPLETION** Clause 25.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A26.0	**FINAL COMPLETION** Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A27.0	**LATENT DEFECTS LIABILITY PERIOD** Clause 27.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A28.0	**SECTIONAL COMPLETION** Clause 28.0 Fixed:_____ Value related:_____ Time related:_____ **Item**	
A29.0	**REVISION OF DATE FOR PRACTICAL COMPLETION** Clause 29.0	

Clause 29.2.5 is amended by replacing it with:

No clause

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

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

Clause 30.0

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

PAYMENT

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

Clause 31.0

Clause 31.5.2 is amended by replacing “14.7.1” with “14.0”

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

Alternative A

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

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

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

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

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

Alternative B

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

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

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

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

	31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate** Clause 31.9 is amended by replacing "twenty-one (21) **calendar days**" with "thirty (30) **calendar days**" Clause 31.9 is further amended by the addition of the following: "Should the Service Provider'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 the date, the thirty (30) day period for due date of payment of the invoice shall commence." Clause 31.12 is amended by deleting the following: Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due Fixed:_____ Value related:_____ Time related:_____ **Item**		
A32.0	**ADJUSTMENT TO THE CONTRACT VALUE** Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the **contractor**" Fixed:_____ Value related:_____ Time related:_____ **Item**		

A33.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

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

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

A34.0 **FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

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

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

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

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "thirty (30) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

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

A35.0 **PAYMENT TO OTHER PARTIES**

Clause 35.0

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

CANCELLATION

A36.0 **CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT**

Clause 36.0

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

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

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

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

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

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

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

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

A37.0 **CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

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

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

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

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

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT**

Clause 38.0

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

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

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

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

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

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

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

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

DISPUTE

A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the **mediator** and related costs

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

SUBSTITUTE PROVISIONS

A41.0 **STATE CLAUSES**

Clause 41.0

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

CONTRACT VARIABLES

A42.0 **THE SCHEDULE (C1.2: CONTRACT DATA)**

Clause 42.0

Tenderers are referred to document C1.2: Contract Data (Volume 1) for variables pertaining to this contract

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

SECTION B: JBCC PRELIMINARIES

B1.0 **DEFINITIONS AND INTERPRETATION**

B1.1 ***Definitions and interpretation***

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

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

B2.0 **DOCUMENTS**

B2.1 ***Checking of documents***

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

B2.2 ***Provisional bills of quantities***

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

B2.3 ***Availability of construction documentation***

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

B2.4 ***Interests of agents***

Fixed:_____ Value related:_____ Time related:_____
N/A

B2.5 ***Priced documents***

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

B2.6 ***Tender submission***

Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance (C1.1)”

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

B3.0 **THE SITE**

B3.1 ***Defined works area***

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

B3.2 ***Geotechnical investigation***

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

B3.3 ***Inspection of the site***

Tenderers shall complete the Site Inspection Certificate (T2.2k) included in the tender documents and return the same with the tender submission.

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

B3.4 ***Existing premises occupied***

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

B3.5 ***Previous work – dimensional accuracy***

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

B3.6 ***Previous work – defects***

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

B3.7 ***Services – known***

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

B3.8 ***Services – unknown***

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

B3.9 ***Protection of trees***

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

B3.10 ***Articles of value***

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

B3.11 ***Inspection of adjoining properties***

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

B4.0 **MANAGEMENT OF CONTRACT**

B4.1 ***Management of the works***

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

B4.2 ***Programme for the works***

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

B4.3 ***Progress meetings***

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

B4.4 ***Technical meetings***

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

B4.5 ***Labour and plant records***

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

B5.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**

B5.1 ***Samples of materials***

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

B5.2 ***Workmanship samples***

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

B5.3 ***Shop drawings***

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

B5.4 ***Compliance with manufacturers' instructions***

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

B6.0 **TEMPORARY WORKS AND PLANT**

B6.1 ***Deposits and fees***

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

B6.2 ***Enclosure of the works***

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

B6.3 ***Advertising***

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

B6.4 ***Plant, equipment, sheds and offices***

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

B6.5 ***Main notice board***

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

B6.6 ***Subcontractors' notice board***

Fixed:_____ Value related:_____ Time related:_____
N/A

B7.0 **TEMPORARY SERVICES**

B7.1 ***Location***

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

B7.2 ***Water***

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

B7.3 ***Electricity***

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

B7.4 ***Telecommunication facilities***

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

B7.5 ***Ablution facilities***

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

B8.0 **PRIME COST AMOUNTS**

B8.1 ***Responsibility for prime cost amounts***

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

B9.0 **ATTENDANCE ON N/S SUBCONTRACTORS**

B9.1 ***General attendance***

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

B9.2 ***Special attendance***

Fixed:_____ Value related:_____ Time related:_____
N/A

B9.3 ***Commissioning – fuel, water and electricity***

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

B10.0 **FINANCIAL ASPECTS**

B10.1 ***Statutory taxes, duties and levies***

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

B10.2 ***Payment for preliminaries***

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

B10.3 ***Adjustment of preliminaries***

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"

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

B10.4 ***Payment certificate cash flow***

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

B11.0 **GENERAL**

B11.1 ***Protection of the works***

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

B11.2 ***Protection / isolation of existing / sectionally occupied works***

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

B11.3 ***Security of the works***

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

B11.4 ***Notice before covering work***

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

B11.5 ***Disturbance***

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

B11.6 ***Environmental disturbance***

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

B11.7 ***Works cleaning and clearing***

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

B11.8 ***Vermin***

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

B11.9 ***Overhand work***

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

B11.10 ***Instruction manuals and guarantees***

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

B11.11 ***As built information***

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

B11.12 ***Tenant installations***

Fixed:_____ Value related:_____ Time related:_____
N/A

B12.0 **SCHEDULE OF VARIABLES**

B12.1 ***Pre-tender information***

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

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

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

12.1 PRE-TENDER INFORMATION

12.1.1 ***Provisional bills of quantities***
[2.2] *The quantities are provisional* *(yes/no)* *No*

12.1.2 ***Availability of construction documentation***
[2.3] *Construction documentation is complete* *(yes/no)* *Yes*

12.1.3 ***Interests of agents***
[2.4] Details: N/A

12.1.4 ***Defined works area***
[3.1] Details: The area of the **works** to be occupied by the **contractor**, any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the **principal agent** at the pre-tender site inspection.

12.1.5 ***Geotechnical investigation***
[3.2] Details: N/A

12.1.6 ***Existing premises occupied***
[3.4] Specific requirements: Nil

12.1.7 ***Previous work – dimensional accuracy***
[3.5] Details: Nil

12.1.8 ***Previous work – defects***
[3.6] Details: The **contractor** shall, immediately after taking possession of the **site,** inspect the works executed under the previous contract and notify the **principal agent** in writing within ten (10) working days of any existing defects.

12.1.9 ***Services – known***

[3.7]	Details: Services not indicated on drawings will be pointed out on site by the principal agent.				
12.1.10 *[3.9]*	***Protection of trees*** Specific requirements: Nil				
12.1.11 *[3.11]*	***Inspection of adjoining properties*** Specific requirements: Nil				
12.1.12 *[6.2]*	***Enclosure of the works*** Specific requirements: The **contractor** must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the **construction period** and removed on completion of the **works**.				
12.1.13 *[6.4.3]*	***Offices*** Specific requirements: The **contractor** shall provide, maintain and remove on completion of the works an office for the meetings, minimum size 5 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, table and 10 chairs. The office shall be kept clean and fit for use at all times				
12.1.14 *[6.5]*	***Main notice board*** Specific requirements: The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as per the EPWP specification and the drawing annexed to these bills of quantities for tender purposes, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.				
12.1.15 *[6.6]*	***Subcontractors' notice board*** A notice board is required Specific requirements: None	*(yes/no)*	*No*		
12.1.16 *[7.2]*	***Water*** Option A (by **contractor**)	*(yes/no)*	*Yes*		
	Option B (by **employer –** free of charge)	*(yes/no)*	*No*		
	Option C (by **employer –** metered)	*(yes/no)*	*No*		
12.1.17 *[7.3]*	***Electricity*** Option A (by **contractor**)	*(yes/no)*	*Yes*		
	Option B (by **employer –** free of charge)	*(yes/no)*	*No*		
	Option C (by **employer –** metered)	*(yes/no)*	*No*		
12.1.18 *[7.4]*	***Telecommunications*** Telephone	*(yes/no)*	*Yes*		
	Facsimile	*(yes/no)*	*No*		
	E-mail	*(yes/no)*	*Yes*		
12.1.19 *[7.5]*	***Ablution facilities*** Option A (by **contractor**)	*(yes/no)*	*Yes*		
	Option B (by **employer**)	*(yes/no)*	*No*		
12.1.20	***Protection of existing/sectionally occupied works***				

[11.2]	Protection is required		*(yes/no)*	*Yes*		
12.1.21 *[9.2]*	***Special attendance*** **Subcontractor** (1) details: N/A **Subcontractor** (2) details: N/A **Subcontractor** (3) details: N/A **Subcontractor** (4) details: N/A					
12.1.22 *[11.1]*	***Protection of the works*** Specific requirements: None					
12.1.23 *[11.5]*	***Disturbance*** Specific requirements: The **contractor** shall exercise dust and sand control by watering the site regularly and/or by using any other suitable measures such as providing, erecting and removing on completion of the **works** all necessary temporary dust screens, all to the satisfaction of the **principal agent.**					
12.1.24 *[11.6]*	***Environmental disturbance*** Specific requirements: N/A					
12.2 12.2.1 *[10.2]*	**POST-TENDER INFORMATION** ***Payment of preliminaries*** Option A (prorated) Option B (calculated)		*(yes/no)* *(yes/no)*			
12.2.2 *[10.3]*	***Adjustment of preliminaries*** Option A (three categories) Option B (detailed breakdown)		*(yes/no)* *(yes/no)*			
12.2.3	***Additional agreed preliminaries items*** Details:					

	SECTION C: SPECIFIC PRELIMINARIES **Section C** contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item	
C1.0	**CONTRACT DRAWINGS**	

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

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

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

C2.0 **GENERAL PREAMBLES**

The items in the **bills of quantities / lump sum document** are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from the brevity of descriptions of items fully described in the said Model Preambles for Trades will be entertained.

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

C3.0 **TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

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

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (T2.2q) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

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

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related:_____ Time related:_____
N/A

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related:_____ Time related:_____

N/A

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related:_____ Time related:_____

N/A

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed:_____ Value related:_____ Time related:_____

N/A

C9.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed:_____ Value related:_____ Time related:_____

N/A

C10.0 **HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.
The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

C10.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.4 **ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C10.5 **MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed:_____ Value related:_____ Time related:_____

Item

C11.0 **LABOUR INTENSIVE WORKS**

The **contractor** shall comply with the requirements set out in C3.5: Special Provisions of Contract for Labour Intensive Sections of this Project under the Expanded Public Works Programme (EPWP)

Those parts of the **works** to be constructed using labour-intensive methods have been marked in the bills of quantities with the letters "LI" or the words "Labour Intensive". The **works**, or parts of the **works** so designated shall be constructed using labour-intensive methods only. The use of plant to execute such **works,** other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked in the bills of quantities are not necessarily an exhaustive list of all **works** which shall be done by hand and this clause does not over-ride any of the requirements in the Specification for Social and Economic Deliverables in Construction Works Contracts.

Payment for items which are designated to be constructed labour-intensively (either in the bills of quantities or in the Scope of Works) shall not be made unless it was constructed using labour-intensive methods. Any unauthorised use of plant to carry out such works shall not be condoned and any works so constructed shall not be certified for payment.

Fixed:_____ Value related:_____ Time related:_____

Item

C12.0 **TARGETED LOCAL LABOUR**

The **contractor** shall comply with the following targets with regard to the employment of local labour on EPWP related works:

- Women: 55%
- Youth: 55%
- Disabled: 2%

Fixed:_____ Value related:_____ Time related:_____

Item

C13.0 **EMPLOYMENT OF ARTISANS**

The **contractor** shall employ during the **construction period** three trade tested artisans selected by the contractor from a list to be compiled by the **employer.** A provisional sum has been included in C2.2: Bills of Quantities for the salaries of the artisans, but the **contractor** shall allow for all other costs related to the employment of the artisans, such as, but not limited to, toilet facilities, sheds, supervision, tools, safety clothing, etc.

Fixed:_____ Value related:_____ Time related:_____

N/A

EMPLOYMENT OF GRADUATES

C14.0 The **contractor** shall employ during the **construction period** two construction discipline graduates selected by the contractor from a list to be compiled by the **employer.** A provisional sum has been included in C2.2: Bills of Quantities for the salaries of the graduates, but the **contractor** shall allow for all other costs related to the employment of the graduates, such as, but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

Fixed:_____ Value related:_____ Time related:_____

N/A

C15.0 **EMPLOYMENT OF STUDENTS**

The **contractor** shall employ during the **construction period** two construction discipline students selected by the contractor from a list to be compiled by the **employer.** A provisional sum has been included in C2.2: Bills of Quantities for the salaries of the students, but the **contractor** shall allow for all other costs related to the employment of the students, such as, but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

Fixed:_____ Value related:_____ Time related:_____

N/A

C16.0 **EMPLOYMENT OF COMMUNITY LIAISON OFFICER**

The **contractor** shall employ during the **construction period** a community liaison officer**.** A provisional sum has been included in C2.2: Bills of Quantities for the salary of the community liaison officer, but the **contractor** shall allow for all other costs related to the employment of the community liaison officer, such as, but not limited to, toilet facilities, office space, supervision, stationery, safety clothing, etc.

Fixed:_____ Value related:_____ Time related:_____

Item

C17.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

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

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent,** notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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

Fixed: _____ Value related:_____ Time related:_____

Item

C17.1 **OCCUPATIONAL HEALTH AND SAFETY**

Preparation of contractor's site specific health and safety plan

Fixed: _____ Value related:_____ Time related:_____

Item

C17.2 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's initial obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related:_____ Time related:_____

Item

C17.3 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related:_____ Time related:_____

Item

C17.4 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of reflective vests

Fixed: _____ Value related:_____ Time related:_____

Item

C17.5 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of hard hats

Fixed: _____ Value related:_____ Time related:_____

Item

C17.6 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of protective footwear

Fixed: _____ Value related:_____ Time related:_____

Item

C17.7 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of earplugs

Fixed: _____ Value related:_____ Time related:_____

Item

C17.8 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of dust masks

Fixed: _____ Value related:_____ Time related:_____

Item

C17.9 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of gloves

Fixed: _____ Value related:_____ Time related:_____

Item

C17.10 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of high visibility overalls to SARTSM Chapter 13 Level 3

Fixed: _____ Value related:_____ Time related:_____

Item

C17.11 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of SANS approved ear defenders

Fixed: _____ Value related:_____ Time related:_____

Item

C17.12 **OCCUPATIONAL HEALTH AND SAFETY**

Provision of full time construction health and safety officer

Fixed: _____ Value related:_____ Time related:_____

Item

C17.13 **OCCUPATIONAL HEALTH AND SAFETY**

Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations and exit examinations

Fixed: _____ Value related:_____ Time related:_____

Item

C17.14 **OCCUPATIONAL HEALTH AND SAFETY**

Induction training

Fixed: _____ Value related:_____ Time related:_____

Item

C17.15 **OCCUPATIONAL HEALTH AND SAFETY**

Provision of first aid boxes to GSR requirements

Fixed: _____ Value related:_____ Time related:_____

Item

C17.16 **OCCUPATIONAL HEALTH AND SAFETY**

Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc

Fixed: _____ Value related:_____ Time related:_____

Item

C17.17	**OCCUPATIONAL HEALTH AND SAFETY** Submission of health and safety file Fixed: _____ Value related:_____ Time related:_____ **Item**		

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PROVISIONAL BILLS OF QUANTITIES

FOR

Zanyokhwe Production Site

FOR

ECDC

ARCHITECTS
IMBONO FJA Architects
4 Pearce Street
Berea
East London
5241
Tel. 043 721 0032
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e Mail: fjord@imbonofja.co.za

QUANTITY SURVEYORS
BTKM QS EL
Quantity Surveyors
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Vincent
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Principal Agent
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Tel. 043 721 0032
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e Mail: fjord@imbonofja.co.za

26/05/2021

SECTION NO. 1

PRELIMINARIES

			Amount
	SECTION NO. 1 **PRELIMINARIES**		
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	Objective and preparations		
1	Clause 2.0 - Offer acceptance and performance obligations	Item	
	Carried to Final Summary	**R**	

SECTION NO. 2

BUILDING COMPLEX

	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 1

ALTERATIONS

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Descriptions and preambles:

Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.

General:

In taking down and removing existing work the uttermost care shall be observed to prevent any structural or other damage to remaining portions of the building, and the Contractor shall provide all shoring, needling, strutting, etc. to insure the stability of all structures during alteration work.

Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered and notice shall be given to the Principal Agent if and disconnection or alterations become necessary.

The Contractor shall take all precautions to prevent any nuisance from dust whilst carrying out the work.

Carried to Collection **R**

	Unit	Quantity	Rate	Amount
Materials from the alterations, credit , etc.: Materials recovered from the alterations (except where described as to be re-used or to be handed over to the Employer) will become the property of the Contractor, who may allow credit in respect thereof where provided for in the bills of quantities. Such materials shall not be re-used in new work without written permission from the Principal Agent. Materials described as "removed" shall be removed from the site immediately. Materials described as "handed over to the Employer" shall be carefully dismantled where necessary, neatly stored under cover on site where directed and protected from damage, until required. Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or fixing shall be made good at the Contractor's expense. **Disposal of debris, etc.:** The Contractor shall be responsible for the removal from the site of all materials, debris and rubbish resulting from the alterations. **Making good damaged work:** The Contractor shall make good in all trades to existing work where damaged or disturbed through the alterations with all necessary new materials to match existing. **Forming new openings or altering openings in existing walls:** Descriptions of forming new openings or altering openings in existing walls shall be deemed to include breaking out for and forming new brick, in-situ concrete or prestressed concrete lintels and DPC including all reinforcement, formwork, turning pieces, etc., building up jambs or portions of openings as described with brickwork or blockwork properly toothed and bonded to existing, building cavities of hollow walls solid where necessary and making good finishes all round on both sides and into reveals. **Building up openings:** Descriptions of building up existing openings where given in number shall be deemed to include preparing existing surfaces all round, brickwork or blockwork properly toothed and bonded to existing, wedging up and making good finishes on both sides as described.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	TEMPORARY BARRIERS, SCREENS, ETC.				
	Temporary barriers, screens, etc., including removal:				
1	Dust screen 2,7mm high between concrete floor and ceiling formed of suitable timber framing with 250 micron polyethylene sheeting stapled on including corners, ends, etc.	m	100		
	Un/A 100				
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.				
2	Take down existing sisolation	m²	107		
	A 107				
	REMOVAL OF EXISTING WORK				
	Cut surface beds, etc.:				
3	Saw cut through existing 125mm thick surface bed, slab, etc. (removal elsewhere).	m	26		
	D 26				
	Breaking up and removing reinforced concrete including cutting off and removing reinforcement:				
4	Surface bed, etc.	m³	30		
	D 30				
	Taking out and removing doors, windows, etc., including thresholds, sills, etc., and building up openings in brick walls including making good cement plaster on both sides (making good paintwork elsewhere):				
5	Timber single door and steel frame approximately 850 x 2100mm high overall from 230mm wall.	No	14		
	A 3 B 3 E 8				
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.				
6	IBR roof sheets	m²	154		
	D 154				
7	Acoustic tile suspended ceilings including suspension grid, hangers, cornice, etc.	m²	353		
	A 240 E 113				
8	Steel flashings to door openings, once bent	m²	13		
	A 13				
9	IBR vertical cladding	m²	239		
	C 239				
10	Removal of roof flashing	m	22		
	E 22				
	Carried to Collection			R	

		Unit	Quantity	Rate	Amount
11	Timber meranti skirting from walls A 228 E 111	m	339		
	Taking up and removing vinyl floor coverings, carpeting, etc.:				
12	Vinyl sheet floor covering with welded joints and turn-ups and remove including preparing screed (elsewhere measured) for new vinyl floor covering. A 240 B 507 E 113	m²	860		
13	Extra over for the preparation of the screed prior to laying of the new vinyl sheet flooring by cleaning the surfaces until free of all traces of curing agents, laitance and contamination such as dust, dirt, waxes, oils, bitumen, old floor coverings and coatings, paint, grease, curing and sealing compounds, weak cement, etc. preferably by scabbling. A 240 B 507 E 113	m²	860		
	Hacking up/off and removing granolithic, screeds, plaster, etc., from concrete or brickwork and preparing surfaces for new screeds, plaster, etc.:				
14	40mm Screed from floors. D 388	m²	388		
	Taking out and removing piping, sanitary fittings, etc., including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere):				
15	125 x 85mm PVC gutters including fittings A 69 B 80	m	149		
16	85mm PVC downpipes including fittings A 21	m	21		
17	Vitreous china wash hand basin. A 4 E 2	No	6		
18	Vitreous china WC. A 2 E 2	No	4		
	PREPARATORY WORK TO EXISTING SURFACES				
	Preparatory work to existing surfaces:				
19	External plaster to walls in patching E 25	m²	25		
	MAKING GOOD OF FINISHES, ETC.				
	Screed repairs:				
20	Hack up and remove area of existing damaged screed, lay new screed mixed with ABE Duralatex minimum thickness 25mm floors in isolated areas. A 60	m²	60		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Making good to damaged brickwork:				
21	Repairs to brick walls	m²	50		
	A 25 D 25				
	Repair and sand existing steel windows, replace hardware and fix putty:				
22	300 x 600mm Steel window	No	2		
	E 2				
23	900 x 900mm Steel window	No	8		
	A 6 B 2				
24	500 x 700mm Steel window	No	4		
	A 4				
25	1000 x 1000mm Steel window	No	10		
	A 1 B 6 E 3				
26	1200 x 1000mm Steel window	No	4		
	E 4				
27	1500 x 1000mm Steel window	No	6		
	A 2 B 4				
28	1500 x 1200mm Steel window	No	3		
	A 3				
29	2000 x 1200mm Steel window	No	11		
	A 11				
	DEMOLITIONS				
	Demolitions of existing structures on site:				
30	Removal of steel Wash Bay structure	No	1		
	F 1				
31	Removal of brick and concrete toilet block	No	1		
	Z 1				
	BUDGETARY ALLOWANCES:				
	NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities which will form part of the contract documents:				
	Design contingency:				
32	Provide the amount of R50 000.00 (fifty thousand rand) for alterations and removal of items including making good existing finishes inside existing building not measured.	Item			50 000 00
	Z 1				
	Carried to Collection			**R**	

			Amount
SECTION NO. 2			
BUILDING COMPLEX			
BILL NO. 1			
ALTERATIONS			
COLLECTION			
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	Carried To Section Summary	**R**	

	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 2

EARTHWORKS

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Project Specification:

Tenderers are referred to the detailed Engineer's project specification (general and trade specific) annexed to these Bills of Quantities for additional specifications and preambles that must be complied with. Tenderers must also ensure that, except for items required to be measured in terms of the specified Standard System, all related costs resulting from these additional specifications and trade preambles must be included in their relevant rates. No claims for additional compensation will be entertained in this regard.

Nature of ground:

A soils investigation has been carried out on site by the Engineer and the report is annexed to these Bills of Quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as earth described in the above report and where conditions of a more difficult character are indicated these are separately measured.

Carting away of excavated material:

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	Excavations, filling , etc.				
	The Contractor shall notify the Principal Agent as soon as the excavations are ready to receive foundations and no building work may be started until the Principal Agent has approved the excavations.				
	Over excavations taken beyond the levels and sizes shown or required to obtain a solid foundation shall be filled by the contractor, at his own expense, with 15MPa concrete.				
	Should the Contractor consider that any of the excavations are more difficult in nature than excavations in "earth" he shall immediately notify the Quantity Surveyor in writing. Failing such notification the excavations shall be deemed to be in "earth" and shall be measured and valued accordingly.				
	The Contractor may use any method he chooses to excavate any class of material, but his chosen method of excavations shall not determine the classification of the material excavated.				
	Blasting:				
	No blasting will be allowed without the written permission of the Principal Agent.				
	Should blasting be necessary, the Contractor shall take every precaution to protect the Works and persons, animals and property in the vicinity of the Works. The Contractor will be held responsible for any injury or damage caused by any blasting operations and shall make good such damage at his own expense.				
	Testing:				
	Prices for filling are to include for all necessary density tests in accordance with SABS 1200D				
	Prescribed density tests:				
	NOTE: The Contractor is specifically referred to the SABS 1200 clause regarding the number of density tests required on the layer work, filling, etc. The tests as prescribed are deemed to be included in the appropriate rates for the layer work, filling, etc. and will not be paid for separately. The following density tests measured are over and above those normally required by SABS 1200 and is for the use of the Engineer only and will only be paid for if instructed in writing and approved as acceptable by the Engineer.				
	EXCAVATION OTHER THAN BULK				
	Excavation in earth not exceeding 2m deep:				
1	Trenches.	m^3	64		
	F 6 H 11 I 47				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
2	Reduced levels under floors H 3 I 23	m³	26		
3	Holes for bases B 12 F 14	m³	26		
	Excavation in earth exceeding 2m but not exceeding 4m deep:				
4	For service pit D 68	m³	68		
	Extra over excavations other than bulk in earth for excavation in:				
5	Soft rock. B 1 D 7 F 2 H 2 I 7	m³	19		
6	Hard rock. B 1 D 3 F 1 H 1 I 4	m³	10		
	Risk of collapse of excavations other than bulk:				
7	Sides of trench and hole excavations not exceeding 1,5m deep. B 19 F 67 H 33 I 144	m²	263		
8	Sides of trench and hole excavations exceeding 1,5m deep. D 52	m²	52		
	CARTING AWAY.				
	Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):				
9	Off site to a dumping site to be found by the Contractor. B 4 D 48 F 8 H 8 I 23	m³	91		
	EARTH FILLING, ETC.				
	Compaction of surfaces:				
10	Compaction of ground surface under concrete floors including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density. H 7 I 77	m²	84		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Earth filling obtained from excavations and/or prescribed stock piles, compacted to a density of at least 95% Mod. AASHTO maximum density:				
11	Backfilling to trenches, holes, etc. B 8 D 21 F 12 H 3 I 8	m³	52		
	Filling with G5 material supplied and carted onto site by the Contractor, compacted to a density of at least 98% Mod. AASHTO maximum density:				
12	Backfilling to under concrete floors, etc D 13 H 1 I 12	m³	26		
	Filling with G7 material supplied and carted onto site by the Contractor, compacted to a density of at least 97% Mod. AASHTO maximum density:				
13	Backfilling to under concrete floors, etc. D 14 H 1 I 12	m³	27		
	Filling with course river sand supplied by contractor, consolidated:				
14	Under floors, etc. D 1	m³	1		
15	Behind retaining walls D 2	m³	2		
	KEEPING EXCAVATIONS FREE OF WATER				
	Keeping excavations free of water:				
16	Keeping excavations free of all water other than subterranean water. Un/A 1	Item			
	Carried to Collection			**R**	

			Amount
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BUILDING COMPLEX			
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EARTHWORKS			
COLLECTION			
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	Carried To Section Summary	**R**	

	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 3

CONCRETE, FORMWORK AND REINFORCEMENT

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Project Specification:

Tenderers are referred to the detailed Engineer's project specification (general and trade specific) annexed to these Bills of Quantities for additional specifications and preambles that must be complied with. Tenderers must also ensure that, except for items required to be measured in terms of the specified Standard System, all related costs resulting from these additional specifications and trade preambles must be included in their relevant rates. No claims for additional compensation will be entertained in this regard.

Cost of tests:

The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Principal Agent. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Principal Agent. (Test cubes are measured separately).

Carried to Collection **R**

	Unit	Quantity	Rate	Amount
Formwork: Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself. Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described. Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks. Contractors must note that an item with a provisional quantity has been measured for such possible work and that the tendered rate will be applied to the actual quantity if such work has been prescribed by the Engineer as indicated above. However, the mere presence of this item in these bills of quantities does not indicate that such work is required or prescribed, but that this item will be omitted in the final account and actual work will only be measured for inclusion in the final account if prescribed by the engineer as indicated above. **Slip joints between concrete and brickwork:** Slip joints shall be provided between brickwork and concrete slabs, beams by levelling up and trowelling smooth the bearing surfaces of brickwork with 3:1 cement mortar and covering the bearings before the concrete is cast, with two layers of one side smooth tempered hardboard, with the smooth side in contact. **Concrete in panels:** Descriptions of surface beds cast in panels shall be deemed to include casting in panels approximately 9m². Descriptions (prices) of concrete in surface beds cast in panels shall be deemed to include formwork, fillets and the like in forming the panels.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	25 MPa/19mm Concrete:				
1	Footings	m³	13		
	F 2 H 2 I 9				
2	Bases	m³	7		
	B 3 F 4				
	REINFORCED CONCRETE				
	25 MPa/19mm Concrete including Penetron Admixture:				
3	Slab to bottom of service pit	m³	3		
	D 3				
4	Walls of service pit	m³	7		
	D 7				
5	Raking stairs	m³	1		
	D 1				
	25 MPa/19mm Concrete:				
6	Stub columns	m³	2		
	B 1 F 1				
	30 MPa/19mm Concrete:				
7	Surface beds.	m³	10		
	H 2 I 8				
8	Slabs including beams and inverted beams.	m³	1		
	H 1				
	35 MPa/19mm Concrete:				
9	Surface beds	m³	26		
	B 9 D 17				
	FINISHING TOP SURFACE OF CONCRETE				
	Finishing top surfaces of concrete smooth with a wood float:				
10	Surface beds, slabs, etc.	m²	21		
	D 12 H 9				
11	Surface beds, slabs, etc. to falls.	m²	4		
	H 4				
	TEST BLOCKS				
	Test blocks:				
12	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes. (Provisional)	Sets	11		
	B 2 D 2 H 3 I 4				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	ROUGH FORMWORK (DEGREE OF ACCURACY II)				
	Rough Formwork to Sides:				
13	Stub columns	m²	15		
	B 7 F 8				
14	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	42		
	B 33 H 9				
15	Sides of concrete retaining walls	m²	60		
	D 60				
	Rough Formwork to Soffits:				
16	Slabs propped not exceeding 3.5m high.	m²	4		
	H 4				
17	Stairs on rake	m²	3		
	D 3				
	Saw-cut joints				
18	4 x 38mm Saw-cut joints in top of concrete	m	32		
	B 32				
	Vertical joggle construction joints through concrete				
19	Surface beds not exceeding 300mm thick	m	5		
	B 5				
	REINFORCEMENT				
	High tensile steel reinforcement to structural concrete work: (Provisional)				
20	10mm Diameter bars.	Tonnes	1.06		
	D 1.06				
21	12mm Diameter bars.	Tonnes	1.00		
	H 0.25 I 0.75				
22	16mm Diameter bars.	Tonnes	1.00		
	H 0.25 I 0.75				
	Fabric reinforcement:				
23	Type 395 fabric reinforcement in concrete surface beds, slabs, etc.	m²	226		
	D 136 H 13 I 77				
	Penebar to concrete joints:				
24	To concrete joints, not exceeding 300mm wide	m	61		
	D 61				
	Carried to Collection			R	

		Amount
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BUILDING COMPLEX		
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CONCRETE, FORMWORK AND REINFORCEMENT		
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	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 4

MASONRY

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

BRICKWORK

Project Specification:

Tenderers are referred to the detailed Engineer's project specification (general and trade specific) annexed to these Bills of Quantities for additional specifications and preambles that must be complied with. Tenderers must also ensure that, except for items required to be measured in terms of the specified Standard System, all related costs resulting from these additional specifications and trade preambles must be included in their relevant rates. No claims for additional compensation will be entertained in this regard.

General:

Wherever practicable, brickwork shall be built in stretcher bond. Unless legitimately required to form bond, no false headers shall be used. English bond shall only be used where specifically so indicated or where stretcher bond is not practable.

Sizes in descriptions:

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

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	Walls, etc.:				
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.				
	Walls in two skins described as 'bagged and sealed' shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats 'Brixeal' bitumen emulsion waterproofing coating.				
	Load bearing brickwork.:				
	Load bearing brickwork must comply with the specifications as detail and specified on the engineers drawings annexed to these bills of quantities and must be allowed for accordingly in the applicable item rate.				
	Face bricks:				
	Bricks to be of standard size 222 x 106 x 73mm and shall be ordered timeously to obtain uniformity in size and colour (52 units/m² net per single skin with 10mm mortar joints excluding waste)				
	Pointing:				
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.				
	BRICKWORK IN FOUNDATIONS (PROVISIONAL)				
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar				
1	One brick wall	m²	74		
	H 14 I 60				
	BRICKWORK IN SUPERSTRUCTURE				
	Brickwork of NFP bricks in class II mortar:				
2	Half brick walls.	m²	34		
	H 9 I 25				
3	One brick walls.	m²	175		
	H 36 I 139				
	BLOCKWORK IN SUPERSTRUCTURE				
	Blockwork of in class II mortar:				
4	M9 Block walls	m²	61		
	C 61				
	BRICKWORK SUNDRIES				
	Galvanised brickwork reinforcement:				
5	75mm Wide reinforcement built in horizontally.	m	136		
	H 36 I 100				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
6	150mm Wide reinforcement built in horizontally. H 144 I 556	m	700		
7	150mm Wide reinforcement built in horizontally in foundations. H 70 I 300	m	370		
	Prestressed fabricated lintels:				
8	110 x 75mm Lintels in lengths not exceeding 3m. C 123 H 3 I 18	m	144		
	Carried to Collection			**R**	

			Amount
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BUILDING COMPLEX			
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MASONRY			
COLLECTION			
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	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 5

WATERPROOFING

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

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Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc., with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

SUPPLEMENTARY PREAMBLES

Supplementary Preambles:

Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc., with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

Waterproofing to roofs shall be laid to even falls to outlets, etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs.

Fidia waterproofing is to be laid in accordance with Fidia's Code of Practice by an Approved Fidia Contractor.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	Preparation of substrata: Screeded roof surfaces shall be firm, dry and clean. Corners shall be coved or arris rounded. All surfaces to receive Fidia are to be fully primed with a solvent based bitumen primer. Timber boarded roof surfaces shall be dry, clean and even. All internal angles are to receive a timber triangular fillet. Corners and edges shall be arris rounded.				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer of 375 micron Consol Plastics Brikgrip DPC embossed damp proof course:				
1	In walls.	m²	22		
	H 5 I 17				
	One Layer "abe Index Fidia plain 4mm" waterproofing membrane fully bonded to "bituprime" primed surface by means of 'torch on fusion' with 100mm side laps and 150mm end laps with slate granules of various colours to the weathering side of the membrane:				
2	On roofs to falls.	m²	41		
	B 37 H 4				
	'Gundle® USB Green' 250 µm membrane to SABS mark 952-1985 Type C laid with minimum 150mm overlaps and sealed with 'Gunplas®' pressure sensitive tape:				
3	Under concrete surface beds.	m²	144		
	D 56 H 11 I 77				
	One layer of Coprox damp proof course:				
4	In walls	m²	50		
	A 50				
	JOINT SEALANTS, ETC.				
	'Sikaflex-Pro 2HP' polysulphide sealing compound including backing cord, bond breaker, primer, etc.				
5	10 x 12mm In vertical expansion joints.	m	131		
	B 49 F 51 H 6 I 25				
	FIN DRAIN				
	"Fin Drain" to service pit walls				
6	Fin Drain to engineers detail	Item			
	Z 1				
	Carried to Collection			**R**	

			Amount
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		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 6

ROOF COVERINGS

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

Ribbed roofing sheets:

The sheets shall be fixed in accordance with the manufacturer's recommendations with side-laps on the leeward side of the prevailing wind direction.

Cutting of sheets:

All cutting of sheets shall be properly performed and all exposed cut edges shall be perfectly straight and treated to match roof finish.

RIBBED METAL SHEETING AND ACCESSORIES

'Double interlocking concealed fix SAFINTRA SAFLOCK 410' 0,8mm thick aluminium sheet with approved colortech colour finish to one side and half coat "Classicoat Grey' other side and accessories fixed to timber purlins or rails at 1300mm centres:

1	Roof covering with pitch not exceeding 25 degrees, in transportable lengths not exceeding 20m.						m²	515	
	B	70	D	154	F	147			
	H	18	I	126					
2	Vertical cladding						m²	145	
	C	145							

		Unit	Quantity	Rate	Amount
	'SAFLOCK 140' Flashings				
3	Ridge capping 600mm girth and three times bent along girth including ridge closer to suit 'Safintra A7 IBR' profile. D 19 I 14	m	33		
4	GSI flashing with cromet finish laid over roof and bargeboard 300mm girth, two times bent along girth and notched on site to suit roof profile. I 18	m	18		
5	GSI flashing with cromet finish laid over roof and bargeboard 400mm girth, two times bent along girth and notched on site to suit roof profile. I 18	m	18		
6	Vertical flashing to sides of door openings A 13	m²	13		
7	Flashing to barges for 500mm girth once bent E 22	m	22		
	ROOF AND WALL LINING AND INSULATION				
	Super Sisalation® Heavy Industrial Grade 420 - Double sided reflective foil laminate incorporating layers of kraft paper and reinforcing scrim, laminated to a blue polyethylene waterproof sheet utilizing low density polyethylene (218gsm).				
8	Insulation laid taut over timber rafters (at approximately 750mm centres) and fixed concurrent with tiling battens, purlins, etc. A 107 B 451	m²	558		
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 6** **ROOF COVERINGS** **COLLECTION**			
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		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 7

CARPENTRY AND JOINERY

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Particle board:

Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type.

Joinery:

Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc.

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.

Fixing:

Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.

SKIRTINGS

Wrought meranti:

1	22 x 144mm Rebated and chamfered skirting with two anti-warping grooves to back, sealed with bitumen to back, back edge and side edges including 22 x 22mm twice rebated bead at junction with wall, plugged with HPS anchors and pelleted. A 228 E 111	m	339		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	FRAMED DOORS ETC				
	Wrought meranti doors:				
2	44mm Framed batten door 813 x 2032mm high of 44 x 108mm top rail and stiles, 16 x 114mm middle ledge, 16 x 108mm braces and 22 x 220mm bottom ledge filled in with 22mm V-jointed one side boarding and covered on other side with 6mm plywood with veneer to match door let into and including rebates all round including weatherboard with all V-joints and weatherboard sealed with polysulphide sealant .	No	9	
	A 3 E 1 H 1 I 4				
3	44mm Framed batten door 1680 x 1983mm high of 44 x 108mm top rail and stiles, 16 x 114mm middle ledge, 16 x 108mm braces and 22 x 220mm bottom ledge filled in with 22mm V-jointed one side boarding and covered on other side with 6mm plywood with veneer to match door let into and including rebates all round including weatherboard with all V-joints and weatherboard sealed with polysulphide sealant .	No	2		
	A 2				
	SOLID LAMINATED CORE FLUSH DOORS				
	Solid laminated heavy duty SABS approved interior core flush doors with masonite veneer both sides and hardwood edge strips hung to steel frames:				
4	40mm Door 813 x 2032mm high.	No	30		
	A 13 B 3 E 7 H 1 I 6				
	FRAMED FRAMES, ETC.				
	Wrought meranti:				
5	108 x 44mm Rebated frame.	m	36		
	H 5 I 31				
	NAIL PLATED TIMBER ROOF TRUSS CONSTRUCTION, ETC.				
	Sawn Softwood				
6	Roof construction to double pitched roof 7.5m x 14m overall on plan x 1.6m high overall, including wallplates, trusses, rafters, permanent bracing and 38x38mm purlins for roof covering (elsewhere measured)	No	1		
	I 1				
7	Roof construction single pitched roof 4m x 4.5m overall on plan, including wallplates, trusses, rafters, permanent bracing and 38x38mm purlins for roof covering (elsewhere measured)	No	1		
	H 1				
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 7** **CARPENTRY AND JOINERY** **COLLECTION**			
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	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 8

CEILINGS PARTITIONS AND ACCESS FLOORING

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Descriptions:

Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.

Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given.

Bulkheads:

Bulkheads are those areas of ceilings which occur at a level or plane differing from the general ceiling level or plane. Their function is to conceal services, or merely to create an architectural feature.

Bulkheads will only be measured as such when they conform with the above description and when the horizontal or vertical dimensions do not exceed 1200mm. Where these dimensions exceed 1200mm the horizontal or vertical ceilings are included in the general ceiling measurements.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	6mm 'Gyproc Rhinoceil Prestige S-flush' flush plastered ceiling with taper edged boards, fixed print side up with 25mm galvanized streaker screws at 150mm centres to and including steel brandering at 600mm centres in one direction, all supported from above with PVC coated galvanised wires to approval, at centres not exceeding 1200mm, including galvanised steel brandering, framework, galvanised main tees and cross tees centres, all fixed to concrete at centres. Joints to be covered with 'Rhinotape' fixed over joints (double over butt joints) the whole finished with a 6mm thick coat of 'Rhinolite' gypsum skim plaster, all in strict accordance with the manufacturer's instructions:				
1	Ceilings suspended not exceeding 1m below timber trusses including galvanised supports, framework, etc.	m²	439		
	A 240 E 113 H 9 I 77				
	Rhino gypsum cornice				
2	Cornice	m	455		
	A 250 E 121 H 12 I 72				
	BUDGETARY ALLOWANCES:				
	NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities which will form part of the contract documents:				
	Design contingency:				
3	Provide the amount of R18 000.00 (eight thousand rand) for design contingency to portion of ceilings not yet designed.	Item			18 000 00
	Un/A 1				
	Carried to Collection			**R**	

		Amount
SECTION NO. 2		
BUILDING COMPLEX		
BILL NO. 8		
CEILINGS PARTITIONS AND ACCESS FLOORING		
COLLECTION		
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		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BUILDING COMPLEX				
	BILL NO. 9				
	FLOOR COVERINGS				

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

	TRADE PREAMBLES				
	Trade Preambles				
	For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
	SUPPLEMENTARY PREAMBLES				
	Unevenness/wavering of screed substarte to be made good by trhe contractor to smooth uniform, flat and true surface prior to floor covering application				
	VINYL FLOOR COVERINGS, WALL LININGS, ETC.				
	2,5mm Vinyl tiles to Architects specification:				
1	On floors.	m²	349		
	A 236 E 113				
	POLISH, SEALERS, ETC.				
	Polish, sealers, etc.:				
2	Wash and seal with two coats 'Taski' sealer and polish on vinyl flooring.	m²	349		
	A 236 E 113				
	Carried To Section Summary			R	

		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 10

IRONMONGERY

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Finishes to ironmongery:

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated.

'DORMA'

1	DORMA Hat and coat hook as drip hook 1800mm high as supplied Code: DHC-SS-031B	No	5		
	I 5				

Neptune:

2	Shower soap dish Round polished Stainless Steel Code: HLL-NEPTUNE011	No	4		
	I 4				

BUDGETARY ALLOWANCES:

NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities which will form part of the contract documents:

	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Design contingency:				
3	Provide the amount of R50 000.00 (fifty thousand rand) for Ironmongery not measured. Z 1	Item			50 000 00
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 10** **IRONMONGERY** **COLLECTION**			
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		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 11

STRUCTURAL STEELWORK

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

For Trade Preambles refer to 'Specification of Materials and Methods' (PW371) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Descriptions:

Descriptions of bolts shall be deemed to include nuts and washers.

Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete.

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.

Grades of steel:

The grade of steel shall be Grade S355JR complying with SANS 1431

COLUMNS AND BEAMS

Galvanised mild steel:

1	IPE 200 I section Columns	Tonnes	1.50		
	B 0.75 F 0.75				
2	IPE 200 I section Rafters	Tonnes	1.57		
	B 0.42 F 1.15				
	Carried to Collection			R	

		Unit	Quantity	Rate	Amount
3	125x50x20x2.5 CFPGLC Purlins B 0.3 F 0.85	Tonnes	1.15		
4	60x60x5mm Bracing B 0.3 F 0.32	Tonnes	0.62		
	Galvanised bolts, rods, anchors to columns, etc.:				
5	16mm Threaded rods drilled into concrete beams 150mm deep, epoxed into slab with ABE Epidermix 396 as bolt 180mm long nuts and washes. B 32 F 40	No	72.00		
	BUDGETARY ALLOWANCES				
	Budgetary Allowances for unmeasured Structural Steel Work				
6	Allowance for plates, bolts, etc Z 1	Item			
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 11** **STRUCTURAL STEELWORK** **COLLECTION**			
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		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BUILDING COMPLEX				
	BILL NO. 12				
	METALWORK				
	Key: **Location Description:** Un/A Unallocated A Chemical Store B Potato Facility C Fertilizer Shed D Workshop E Admin F Wash Bay and Storage H Gate House I Ablutions Z Item Location (Auto)				
	TRADE PREAMBLES				
	Trade Preambles:				
	For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
	SUPPLEMENTARY PREAMBLES				
	Descriptions:				
	Metalwork described as holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described.				
	Descriptions of bolts shall be deemed to include nuts and washers.				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.				
	GALVANIZED PRESSED STEEL DOOR FRAMES				
	1,6mm Double rebated frames suitable for half brick walls with three hinges per leaf:				
1	Frame for door 813 x 2032mm high including standard steel butt hinges.	No	5		
	H 1 I 4				
	1,6mm Double rebated frames suitable for 190mm brick walls with three hinges per leaf:				
2	Frame for door 900 x 2032mm high including standard steel butt hinges.	No	11		
	A 3 E 8				
3	Frame for door 1680 x 2032mm high including standard steel butt hinges.	No	2		
	A 2				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	MESH SCREENS				
	Welded mesh screens:				
4	100 x 50 x 2.5mm Welded Mesh Screens	m²	38		
	C 38				
	ALUMINIUM WINDOWS, DOORS, GLAZED SCREENS, ETC.				
	Rates:				
	Rates for windows and doors are to include for pointing all round windows and doors externally with silicone after building in.				
	Rates for doors are to include for the door frame sections to be appropriate to accept locks and other furniture specified.				
	Rates for windows and shopfronts are to include for stainless steel grade 304 friction and restrictions stays, natural anodised black aluminium Wedge-less window lever handle to casements as specified.				
	Rates for windows and doors are to include for all furniture, etc. specifications, guarantees and conditions included on the specification pages and the Architect's detailed schedules and drawings annexed to these Bills of Quantities.				
	General:				
	The references given in the descriptions of the windows and doors are to the respective types of windows, doors and shopfronts detailed on the Architect's drawings annexed to these Bills of Quantities.				
	'Sheerline Sheerfront shopfront system' purpose made natural anodised aluminium windows, doors and shopfronts glazed with 6.38mm Solarvue neutral HL. glazing plugged to brickwork or concrete:				
5	Glazed 'Sheerline Sheersash 36' casement window AW03, 600 x 600mm high top hung opening out panel, complete with flat back frame, friction and restrictions stays, etc. with glazing beads and sandblasted vinyl decal with 10mm gaps of clear glass all round to all sections as detailed.	No	9		
	H 1 I 8				
6	Glazed 'Sheerline Sheersash 36' casement window AW02, 900 x 900mm high top hung opening out panel, complete with flat back frame, friction and restrictions stays, etc. with glazing beads and sandblasted vinyl decal with 10mm gaps of clear glass all round to all sections as detailed.	No	4		
	I 4				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
7	Glazed 'Sheerline Sheersash 36' casement window AW01, 1200 x 600mm high with fixed bottom panels and top hung opening out panels, complete with flat back frame, friction and restrictions stays, etc. with glazing beads as detailed. I 2	No	2		
8	Glazed 'Sheerline Sheersash 36' casement window AW01, 3275 x 1485mm sliding opening panels, complete with flat back frame, friction and restrictions stays, etc. with glazing beads and sandblasted vinyl decal with 10mm gaps of clear glass all round to all sections as detailed. H 1	No	1		
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 12** **METALWORK** **COLLECTION**			
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		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 13

PLASTERING

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES:

Self-levelling screed:

Overall news screed surfaces must be level to the Architect's approval. All work must be installed by specialist flooring, subcontractors and verified to be correct and true prior to application of the decorative floor finishes. Tolerances and strengths to be as per "Sand-Cement Floor Screeds" published by The Cement & Concrete Institute 1996 Re-printed 1997. Class of surface regularity is 1. (Screed laid to 1mm tolerance over 1m). Screed strength is category is A for all floor surfaces unless otherwise stated (minimum 25 MPa) and to conform to SABS 0155 (Accuracy in Buildings). All screeds to be tested with "BRE" Screed Tester in accordance with the above publication and approved prior to application of Decorative floor finishes. The rate for this work will be deemed to include for these tests.

SCREEDS

Screeds on concrete:

1	40mm Thick on floors and landings.	m²	593		
	B 507 H 9 I 77				

Structural Screeds on concrete:

2	50mm Thick on floors and landings.	m²	388		
	D 388				

	Carried to Collection			R	

		Unit	Quantity	Rate	Amount
	'Tal Screedmaster self levelling' screeds with compressive strength of 25MPa, steel trowelled on concrete applied in accordance with the manufacturer's recommendations and specifications:				
3	6mm Thick on floors and landings.	m²	470		
	B 470				
	INTERNAL PLASTER				
	Cement plaster on brickwork: (IMPORTED SAND ONLY)				
4	On walls.	m²	232		
	H 51 I 181				
5	On narrow widths.	m²	12		
	H 3 I 9				
	EXTERNAL PLASTER				
	Cement plaster on brickwork composed of 1 part cement and 5 parts sand with 'Sikalite' waterproofing admix with smooth wood float finish:				
6	On walls.	m²	318		
	A 25 C 132 D 25				
	H 41 I 95				
7	On narrow widths.	m²	12		
	H 4 I 8				
	Carried to Collection			R	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 13** **PLASTERING** **COLLECTION**			
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	Carried To Section Summary	**R**	

	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 14

TILING

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

Preparation of surfaces:

On both walls and floors there are minimum curing periods for walls and concrete floors as well as screeds and plasters and they are as follows: * New concrete floors require 6 weeks curing time before direct bedding * New brick walls require 6 weeks curing time before direct bedding * New concrete floors require 4 weeks curing time before screeding and the screed another 4 weeks before tiling can commence * New brick walls require 4 weeks curing time before plastering and the plaster another 2 weeks before tiling can commence

No adhesive is to be applied to wet screeds nor to screeds with a water content greater than that required by the adhesive manufacturer.

Surfaces must be firm and free of dust, mould, oil, grease, wax polish and organic growth. Organic growth must be removed and the spores killed with an effective fungicide such as a household bleaching solution.

Existing wall surface to be chipped over approximately 80% of entire surface where applicable, properly prepared, existing paint and laitance to be removed as necessary.

Carried to Collection **R**

	Unit	Quantity	Rate	Amount
Tiles fixed to floor with TAL GOLD STAR 6 rapid setting adhesive mixed 20kg with approximately 5 litres of TAL BOUND (replacing the water in the mix) to the background with a notched trowel. All floor tiling to be laid with minimum 3mm consistent joints between all tiles, pointed in continuous joints with TAL WALL AND FLOOR GROUT mixed 20kg with 6 litres of TAL BOUND (replacing the water in the mix)				
Tiles fixed to wall surfaces with TAL PROFESSIONAL MIXED 20kg with 5 litres of water applied to wall using a notched wall trowel.				
Waterproofing background walls and floor slab of showers with TAL SUPERFLEX 1 reinforced with TAL Superflex 1 Mat to form a seamless waterproof membrane. Thereafter key the surface with slurry mix of 1 part TAL Key coat to 2 parts cement (by volume). Thereafter tiling to commence; fixed to wall surfaces with TAL PROFESSIONAL mixed 20kg with 5 litres of water applied to wall using a notched wall trowel.				
Specification for laying Sandstone tiles to conventional screeds: Tiles must be bedded in normal tile adhesive - using Tylon Wall 'n Floor CM11 tile adhesive in accordance with the manufacturers specification. A grouting raked and tooled half round joint of 8-10mm recommended. Grouting must consist of 1:1 sand and cement. Tiles must be thoroughly cleaned by Tiler after grouting. After all builders traffic is off site, tiles must be cleaned and sealed as follows: Clean tiles with a mild mixture of hydrochloric acid and water preferably using a mechanical scrubbing brush. Wet vacuum all residue. Apply one coat 'Genkem Hydroseal' using lambs wool applicator and allow to dry all in accordance with the manufacturers recommendations. Apply one coat 'Genkem Miracle Seal' and allow to dry all in accordance with the manufacturers recommendations.				
All wall tiling to be laid with 3mm maximum consistent joints between all tiles, pointed in continuous joints with TAL SUPER WHITE GROUT mixed 20kg with 8 litres of water.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	PORCELAIN WALL TILING				
	Allow the prime cost amount of R 240.00 per meter square Polished' first grade polished porcelain tiles fixed to new or existing plaster (new plaster elsewhere measured) and flush pointed with jointing compound (All tiling to be laid with 3mm maximum consistent joints between tiles) including preparation of existing surfaces all done in accordance with the manufacturers instructions annexed to these bills of quantities:				
1	On walls in isolated panels, splashbacks, etc.	m²	15		
	H 1 I 14				
2	100mm high skirting	m	89		
	H 17 I 72				
	PORCELAIN FLOOR TILING				
	Allow the prime cost amount of R 240.00 per meter square Polished' first grade polished porcelain tiles fixed to new or existing plaster (new plaster elsewhere measured) and flush pointed with jointing compound (All tiling to be laid with 3mm maximum consistent joints between tiles) including preparation of existing surfaces all done in accordance with the manufacturers instructions annexed to these bills of quantities:.				
3	On floors	m²	86		
	H 9 I 77				
	Carried to Collection			**R**	

			Amount
SECTION NO. 2			
BUILDING COMPLEX			
BILL NO. 14			
TILING			
COLLECTION			
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	Carried To Section Summary	**R**	

		Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 15

GLAZING

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

TOPS, SHELVES, DOORS, MIRRORS, ETC.

3 mm Silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete:

1	Mirror 450 x 750 mm high with four screws.	No	5		
	H 1 I 4				

Carried To Section Summary **R**

	Unit	Quantity	Rate	Amount

SECTION NO. 2

BUILDING COMPLEX

BILL NO. 16

PAINTWORK

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

General:

All work to be executed in strict accordance with the manufacturer's specifications.

Primers and first coats may be thinned in accordance with the paint specifications of Plascon Paints (Pty) Ltd to aid the absorption of the paint.

All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally and 3% for slabs/screeds etc.

Where surfaces of plaster etc. are sandy/friable, the first coat must be replaced with 'Plascon Merit' plaster primer thinned 10% with turpentine.

Colours:

Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	ON FLOATED PLASTER				
	Prepare surfaces and remove all loose material, apply one coat 'Plascon Wall and All Pure with Teflon' thinned 10 parts paint and one part water, thereafter two full coats 'Plascon Wall and All with Teflon' paint:				
1	On interior walls.	m²	244		
	H 54 I 190				
2	On exterior walls.	m²	294		
	C 132 D 25 H 45 I 92				
	ON PLASTER BOARD				
	Prepare surfaces and remove all loose material, apply one coat 'Plascon Professional Plaster Primer (PP700)' and two coats 'Plascon Professional Low Sheen Pure Acrylic (PEM1000)' paint:				
3	On ceilings.	m²	439		
	A 240 E 113 H 9 I 77				
	ON METAL				
	Prepare surfaces and remove all loose material, dust, grease, salts and contamination with 'Plascon Aqua solve Degreaser GR1', rinse and apply one coat 'Plascon Galvogrip Metal Primer', apply one coat 'Plascon Merit Universal Undercoat' and two coats 'Plascon Velvaglo' non-drip semi-gloss enamel paint on galvanised steel:				
4	On door frames.	m²	5		
	H 1 I 4				
	ON WOOD, WOOD BOARD				
	Stop, fill, sand down and prepare wood surfaces and apply one coat 'Plascon Oil Wood Primer (UC2)', one coat 'Plascon Merit Universal Undercoat (UC1)' and two coats 'Plascon Velvaglo (VLO)' non-drip semi-gloss paint:				
5	On interior doors including shop-priming before delivery to site.	m²	23		
	H 3 I 20				
	Three coats Plascon varnish:				
6	On exterior doors	m²	17		
	H 3 I 14				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	One coat wood primer:				
7	On backs of frames, linings, etc. not exceeding 300mm wide.	m	25		
	H 5 I 20				
	Stop, sand down and prepare wood surfaces and apply three coats 'Woodoc' external stain sealer:				
8	On interior skirtings, rails, etc. not exceeding 300 mm girth.	m	339		
	A 228 E 111				
	ON STRUCTURAL STEEL				
	Prepare surfaces and remove all loose material, dust, grease, salts and contamination with 'Plascon Aqua solve Degreaser GR1', rinse and apply two coats red oxide primer and one coat 'Plascon Velvaglo' non-drip semi-gloss enamel paint or similar as per Architects specification on galvanised steel:				
9	On structural steel, etc	m²	198		
	B 68 F 130				
	PREPARATORY WORK TO PREVIOUSLY PAINTED SURFACES				
	Generally:				
	All work to be executed in strict accordance with the manufacturer's specifications.				
	Primers and first coats may only be thinned in accordance with the paint specifications to aid the absorption of the paint.				
	All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally and 3% for slabs/screeds etc.				
	Where surfaces of plaster etc. are sandy/friable, the first coat must be replaced with 'Plascon Merit' plaster primer thinned 10% with turpentine.				
	Previously painted plastered surfaces:				
	Surfaces shall be thoroughly washed down to remove dirt and other contaminants and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with 'Polycell Mendall 90' or Polycell Polyfilla Exterior' filler, and sanded smooth. In the case of previously lime washed surfaces, completely remove all lime wash if possible or at least wire brush and scrape down to achieve a 'grey state' exposure of the substrate and apply filler as indicated above.				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Previously painted metal surfaces: Surfaces shall be thoroughly rubbed and cleaned down to remove dirt and other contaminants and sanded lightly to provide a key for subsequent coats. Blistered or peeling paint shall be completely removed down to bare metal and any rust encountered shall be removed and bare metal areas cleaned, washed with 'Plascon Polycell Sugar Soap' and spot primed with 'Namelcote Synthetic Metal Primer'. **Previously painted galvanised metal surfaces:** Surfaces shall be thoroughly rubbed and cleaned down to remove dirt and other contaminants and sanded lightly to provide a key for subsequent coats. Blistered or peeling paint shall be completely removed down to bare metal and any rust encountered shall be removed and bare metal areas cleaned with 'Plascon Galvanised Iron Cleaner' and spot primed with 'Galvogrip Metal Primer'. **Previously painted structural steel members:** Surfaces shall be thoroughly cleaned down by wire brushing the steel surfaces to remove dirt, rust and other contaminants and then applying two coats red oxide paint or similar. **Previously painted wood surfaces:** Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with a filler as described and sanded smooth. In the case of previously varnished surfaces, all existing varnish must be thoroughly sanded off before new coats are applied. **ON FLOATED PLASTER** **Remove any loose and flaking residue by means of wire brushing, wash with 'Polycell Sugar Soap' or weak spirits of salts, open up cracks and make good with 'Polycell Mendall 90' or 'Polycell Polyfilla Interior' filler sanded smooth, apply one coat 'Plascon Wall and All with Teflon thinned 10 parts paint and one part water, thereafter two full coats 'Plascon Wall and All with Teflon' paint on existing water based paint surfaces:**				
10	On interior walls. A 864 B 357 D 225 E 300	m²	1 746		
11	On exterior walls. A 158 B 275 D 75 E 118	m²	626		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	ON STRUCTURAL STEEL				
	Prepare surfaces and remove all loose material, dust, grease, salts and contamination with 'Plascon Aqua solve Degreaser GR1', rinse and apply two coats red oxide primer and one coat 'Plascon Velvaglo' non-drip semi-gloss enamel paint or similar as per Architects specification on galvanised steel:.				
12	On steel members A 287 B 269 C 175 D 432 E 5	m²	1 168		
	Carried to Collection			R	

Section No. 2
Bill No. 16
Paintwork

			Amount
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		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BUILDING COMPLEX				
	BILL NO. 17				
	RAINWATER GOODS				

Key:	Location Description:
Un/A	Unallocated
A	Chemical Store
B	Potato Facility
C	Fertilizer Shed
D	Workshop
E	Admin
F	Wash Bay and Storage
H	Gate House
I	Ablutions
Z	Item Location (Auto)

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

Wire gratings:

Descriptions of gutter outlets, etc. shall be deemed to include wire balloon gratings.

RAINWATER DISPOSAL (CPAP Work Group No 148):

'Watertite' ogee white epoxy powder coated aluminium:

1	125 x 125mm Eaves gutters with beaded front edge.				m	291		
	A	69	B	80	C	37		
	D	47	E	25	H	33		
2	Extra over eaves gutter for stopped end.				No	38		
	A	8	B	8	C	4		
	D	8	E	4	H	2		
	I	4						
3	Extra over eaves gutter for outlet for 100mm diameter pipe.				No	33		
	A	6	B	6	C	4		
	D	8	E	4	H	1		
	I	4						
	Carried to Collection						R	

		Unit	Quantity	Rate	Amount
	uPVC pipes:				
4	100mm Diameter pipes to walls. A 21 B 18 C 6 D 27 E 12 H 3 I 12	m	99		
5	Extra over rainwater pipe for bend. A 12 B 12 C 4 D 12 E 8 H 2 I 8	No	58		
6	Extra over rainwater pipe for shoe. A 6 B 6 C 4 D 6 E 4 H 1 I 4	No	31		
	BUDGETARY ALLOWANCES:				
	NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities which will form part of the contract documents:				
	Design contingency:				
7	Provide the amount of R18 000.00 for replacement and refurbishment of existing Jojo water storage tanks including all pipework and plinths. Z 1	Item			18 000 00
	Carried to Collection			**R**	

			Amount
SECTION NO. 2 **BUILDING COMPLEX** **BILL NO. 17** **RAINWATER GOODS** **COLLECTION**			
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SECTION NO. 2

BUILDING COMPLEX

SECTION SUMMARY

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Section No. 2
SECTION SUMMARY

SECTION NO. 3

PLUMBING AND DRAINAGE

	Unit	Quantity	Rate	Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 1** **STORM WATER DRAINAGE**				
TRADE PREAMBLES				
Trade Preambles: For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
SUPPLEMENTARY PREAMBLES				
Concrete pipes: Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings.				
Exposed concrete surfaces: Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc. shall be finished smooth with plaster.				
Excavations: Trenches not exceeding 1m deep shall be taken of such width as to provide a clearance of 300mm on each side of the pipe, the width of the trench shall be increased by 100mm for each successive depth of 1m to a maximum width which provides a clearance of 500mm on each side of the pipe. No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. 'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.				
Laying, backfilling, bedding, etc. of pipes: Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.				
	If the material from the excavations is found to be unsuitable as backfilling for drain trenches and inspection chambers, etc. written approval must be obtained form the Engineer to use imported fill.				
	Descriptions of pipes laid in trenches:				
	Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.				
	Descriptions of catchpits, junction boxes, manholes, etc.:				
	Descriptions of catchpits, junction boxes, manholes, etc., shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water.				
	THE FOLLOWING IN 18 DISSIPATORS				
	Excavation in earth not exceeding 2m deep:				
1	Holes	m³	4		
	20 MPa/19mm Concrete:				
2	Mass Concrete	m³	4		
	Sundries:				
3	Brick Energy Breakers	No	144		
	BUDGETARY ALLOWANCES:				
	NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities which will form part of the contract documents:				
	Design contingency:				
4	Provide the amount of R40 000.00 (forty thousand rand) for alterations and removal of stormwater channels, aprons including making good existing finishes not measured.	Item			40 000 00
	Carried to Collection			**R**	

			Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 1** **STORM WATER DRAINAGE** **COLLECTION**			
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	Unit	Quantity	Rate	Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 2** **SUBSOIL DRAINAGE**				
TRADE PREAMBLES **Trade Preambles:** For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill.				
SUPPLEMENTARY PREAMBLES **Excavations:** No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. 'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.				
Laying, backfilling, bedding, etc. of pipes: Where no manufacturers instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SANS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SANS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing. Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding. If the material from the excavations is found to be unsuitable as backfilling for drain trenches and inspection chambers, etc. written approval must be obtained form the Engineer to use imported fill.				
Descriptions of pipes laid in trenches: Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.				
Descriptions of catchpits, junction boxes, manholes, etc.: Descriptions of catchpits, junction boxes, manholes, etc., shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	SUBSOIL DRAINAGE (CPAP Work Group No 146)				
	Slotted uPVC agricultural pipes soakaway laid in herringbone pattern per annexed drawing CD09:				
1	110mm Slotted uPVC agriculture pipes laid in and including trenches exceeding 1m and not exceeding 2m deep including 19mm crushed stone encasing size 400 x 400mm enclosed with 'U24 Bidum' geofabric filter blanket wrapped around encasing with 460mm side and 400mm end laps including stitching.	m	25		
	Extra over uPVC pipes for fittings:				
2	Extra for 110mm capped end.	No	1		
3	Extra for 110mm bend.	No	6		
4	110mm Rodding eye.	No	1		
	Carried to Collection			**R**	

			Amount
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PLUMBING AND DRAINAGE			
BILL NO. 2			
SUBSOIL DRAINAGE			
COLLECTION			
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	Unit	Quantity	Rate	Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 3** **SOIL DRAINAGE**				
TRADE PREAMBLES				
Trade Preambles:				
For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
SUPPLEMENTARY PREAMBLES				
Vitrified clay pipes etc.:				
Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid.				
Class 34 uPVC pipes and fittings.				
Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.				
Soil, waste and vent pipes and fittings shall be solvent weld jointed.				
Laying, backfilling, bedding, etc. of pipes:				
Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.				
Where no manufacturers instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing.				
Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.				
If the material from the excavations is found to be unsuitable as backfilling for drain trenches and inspection chambers, etc. written approval must be obtained form the Engineer to use imported fill.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Excavations:				
	Trenches not exceeding 1m deep shall be taken of such width as to provide a clearance of 300mm on each side of the pipe, the width of the trench shall be increased by 100mm for each successive depth of 1m to a maximum width which provides a clearance of 500mm on each side of the pipe.				
	No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.				
	'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.				
	Descriptions of pipes laid in trenches:				
	Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.				
	Descriptions of catchpits, junction boxes, manholes, etc.:				
	Descriptions of catchpits, junction boxes, manholes, etc., shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water.				
	SOIL DRAINAGE				
	uPVC channels:				
1	160mm Half-round channels in bottoms of nspection chambers.	m	14		
	Extra over uPVC channels for fittings:				
2	160mm Bend.	No	28		
3	160mm Junction.	No	4		
	Class 34 uPVC pipes:				
4	160mm Pipes vertically or ramped to cleaning eyes, etc. (no excavation).	m	14		
5	160mm Pipes laid in and including trenches not exceeding 1m deep, rodding eye, outlet to floor for drain.	m	435		
	Extra over class 34 uPVC pipes for fittings:				
6	160mm Bend.	No	3		
7	160mm Junction.	No	1		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	The following in FOURTEEN No brick and concrete inspection chambers:				
8	Excavation not exceeding 2m deep.	m³	21		
9	Unreinforced concrete in blinding.	m³	1		
10	Unreinforced concrete (25MPa) in bottoms.	m³	1		
11	Unreinforced concrete (25MPa) benching in bottom of 450 x 600mm chamber, dished down to channels and finished smooth with 20mm concrete or plaster.	No	14		
12	One brick wall of NFX burnt clay masonry bricks that comply with SANS 22 built in specified bond with flush joints.	m²	84		
13	Plaster on brick walls.	m²	84		
14	910 x 1060 x 150mm Thick precast concrete cover slab with 450 x 600mm rebated opening for cover and frame and finished smooth on exposed surfaces with plaster including necessary formwork and reinforcement.	No	14		
15	Precast concrete 1250mm x 150mm thick reducer slab including necessary formwork and reinforcement.	No	14		
16	450 x 600mm x 72kg Type 2A cast iron double seal manhole cover and frame.	No	14		
	Sundries:				
17	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in soft rock.	m³	2		
18	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in hard rock.	m³	1		
19	Extra over backfilling to pipe trenches, chambers, etc. for imported G5 backfilling as directed by the engineer in writing (removal of unsuitable backfilling elsewhere)	m³	2		
20	Unreinforced concrete encasing to 110mm vertical pipe.	m	14		
21	Unreinforced concrete encasing to 110mm horizontal pipe.	m	21		
	TESTING:				
	Testing:				
22	Testing drainage pipe system.	Item			
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	BUDGETARY ALLOWANCES				
	Budgetary Allowances:				
23	Allow the amount of R 30 000.00 for conservancy tank and soak away	Item			30 000 00
	Carried to Collection			**R**	

			Amount
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PLUMBING AND DRAINAGE			
BILL NO. 3			
SOIL DRAINAGE			
COLLECTION			
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	Unit	Quantity	Rate	Amount

SECTION NO. 3

PLUMBING AND DRAINAGE

BILL NO. 4

WATER SUPPLY IN GROUND

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill.

SUPPLEMENTARY PREAMBLES

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated.

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.

Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.

Reducing fittings:

Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained.

Laying, backfilling, bedding, etc. of pipes:

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Where no manufacturer's instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SANS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SANS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing.				
	Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.				
	If the material from the excavations is found to be unsuitable as backfilling for drain trenches and inspection chambers, etc. written approval must be obtained form the Engineer to use imported fill.				
	Excavations:				
	No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.				
	'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.				
	Descriptions of pipes laid in trenches:				
	Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.				
	WATER SUPPLIES IN GROUND (CPAP Work group No. 148)				
	Class 10 HDPE pressure pipes:				
1	50mm Pipes.	m	10		
2	50mm Pipes laid in and including trenches.	m	580		
3	110mm Pipes laid in and including trenches.	m	130		
	Extra over HDPE pressure pipes for HDPE compression fittings:				
4	50mm Bend.	No	7		
5	50mm End Cap	No	4		
6	50mm Tee.	No	3		
7	110mm Bend	No	3		
8	110mm End Cap	No	1		
9	110mm Tee.	No	2		
	Carried to Collection			R	

		Unit	Quantity	Rate	Amount
10	110x75mm Reducer.	No	2		
11	75x50mm Reducer.	No	2		
	Sundries:				
12	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in soft rock.	m^3	5		
13	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in hard rock.	m^3	3		
14	Unreinforced concrete in thrust blocks at bends, tees, etc. including necessary extra excavations, formwork , etc.	No	3		
15	50mm Isolation valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	5		
16	50mm Scour valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	2		
17	50mm Air valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	1		
18	50mm Pressure reducing valves including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	1		
19	50mm Non-return valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	1		
20	110mm Isolation valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	2		
21	110mm Air valve including all fittings and connections to other equipment, pipes, etc. installed complete in accordance with the specifications and detail drawings.	No	4		
	TESTING:				
	Testing:				
22	Testing water pipe system.	Item			
	Carried to Collection			**R**	

			Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 4** **WATER SUPPLY IN GROUND** **COLLECTION**			
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	Unit	Quantity	Rate	Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 5** **WATER SUPPLY TO FIRE**				
TRADE PREAMBLES				
Trade Preambles: For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
SUPPLEMENTARY PREAMBLES				
uPVC pressure pipes and fittings: Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings. Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.				
Copper pipes: Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.				
Copper pipes chased in walls: Where pipes have been chased in walls, the price for making good of plaster and paint etc. shall be deemed to be included in the description of pipe chased in walls.				
Holes for pipes through walls: No allowance for holes and drilling for pipes through walls has been made in these bills of quantities, the price for all holes and making good shall be deemed to be included in the descriptions of pipes.				
Carried to Collection			**R**	

	Unit	Quantity	Rate	Amount
Reducing fittings: Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained. **Fixing of pipes** Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level. No allowance for holes and drilling for pipes through walls has been made in these bills of quantities, the price for all holes and making good shall be deemed to be included in the descriptions of the pipes. **Excavations:** No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling. 'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'. **Laying, backfilling, bedding, etc. of pipes:** Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc. shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SAB. Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding. If the material from the excavations is found to be unsuitable as backfilling for drain trenches and inspection chambers, etc. written approval must be obtained form the Engineer to use imported fill.				
Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Descriptions of pipes laid in trenches:				
	Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.				
	WATER SUPPLIES TO FIRE APPLIANCES				
	Galvanised steel pipes:				
1	25mm Pipes.	m	10		
	Extra over galvanised steel pipes for steel fittings:				
2	25mm Fittings.	No	5		
	FIRE APPLIANCES ETC.				
	'Chubb':				
3	Wall mounted hose reel complete with 30m PVC hose, chromium plated stopcock, shut-off nozzle and wall bracket plugged.	No	7		
4	4,5kg Carbon dioxide CO2 fire extinguisher with mounting bracket and timber backing board plugged.	No	20		
	TESTING:				
	Testing:				
5	Testing fire water pipe system.	Item			
	Carried to Collection			**R**	

			Amount
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PLUMBING AND DRAINAGE			
BILL NO. 5			
WATER SUPPLY TO FIRE			
COLLECTION			
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	Unit	Quantity	Rate	Amount

SECTION NO. 3

PLUMBING AND DRAINAGE

BILL NO. 7

SANITARY PLUMBING

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

uPVC pipes and fittings.

Soil, waste and vent pipes and fittings shall be solvent weld jointed.

Fixing of pipes:

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level

Pipes chased in walls:

Where pipes have been chased in walls, the price for making good of plaster and paint, etc. shall be deemed to be included in the description of pipe chased in walls.

Reducing fittings:

Where fittings have reducing ends or branches they are described as 'reducing' only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained.

Fixing of pipes.

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level. No allowance for holes and drilling for pipes through walls has been made in these bills of quantities, the price for all holes and making good shall be deemed to be included in the descriptions of the pipes.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	Brackets:				
	The Contractor must note that the descriptions of pipes not exceeding 1m below suspension level shall be deemed to include for all hangers, pipe supports, brackets, rubber lined clamps, etc. required to ensure a fully completed suspended installation, the contractor to price accordingly as these have not been measured separately. Rates of pipes are therefore deemed to include costs of all brackets and suspension hangers not exceeding 1m long.				
	SANITARY PLUMBING				
	uPVC pipes:				
1	40mm Pipes.	m	25		
2	50mm Pipes.	m	5		
	Extra over uPVC pipes for fittings:				
3	50mm Reducer.	No	2		
4	40mm Bend.	No	8		
5	50mm Bend.	No	3		
	TESTING:				
	Testing:				
6	Testing waste pipe system.	Item			
	Carried to Collection			**R**	

			Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 7** **SANITARY PLUMBING** **COLLECTION**			
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		Unit	Quantity	Rate	Amount
	SECTION NO. 3				
	PLUMBING AND DRAINAGE				
	BILL NO. 8				
	SANITARY FITTINGS				
	SANITARY FITTINGS				
	TRADE PREAMBLES				
	Trade Preambles:				
	For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill				
	SUPPLEMENTARY PREAMBLES				
	Flush pans:				
	Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary.				
	Prices:				
	Prices of sanitary fittings are to include for silicone sealants between walls and fittings where necessary.				
	Stainless steel basins, sinks, wash troughs, urinals, etc.:				
	Stainless steel for economy basins, domestic sinks, worktops and wash troughs shall by type 430 (17/0).				
	Stainless steel for laboratory sinks, photographic equipment, etc. shall be type 316 (18/8).				
	Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be type 304 (18/8).				
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.				
	Waste unions:				
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.				
	'Vaal':				
1	510 x 405mm rounded "Hibiscus" vitreous china lavatory basin with single semi-punched taphole configuration, integrated overflow and chainstay hole, bolted to wall with two 10mm bolts code 8448Z0	No	4		
2	"Hibiscus" vitreous china close coupled 90 degree outlet open rim front single flush suite complete with lid, fitments code 772654	No	4		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Plexicor:				
3	Acrylic 900 x 900 x 150mm "Granada" shower tray with waste outlet, bedded in position	No	2		
	'Serra':				
4	Stainless Steel Die Cast Aluminium Fully Automatic Hand Dryer, "Serra" series 2200CA (Code SD1101)	No	2		
5	Lockable "Serra" Stainless Steel BA Finish Three Toilet roll holder (Code SD1348)	No	2		
6	"Serra" Stainless Steel BA Finish Wall Mounted Bin	No	1		
	WASTE UNIONS, ETC.				
	Waste unions, etc.:				
7	'Cobra 308-32CP' basin waste union with 62mm flange 80mm long shank, slotted with backnut.	No	4		
	TRAPS, ETC.				
	uPVC:				
8	40mm 'P' trap complete with inspection eye secured and fitted to waste outlet.	No	4		
	TAPS, VALVES, ETC.				
	'Cobra Watertech':				
9	15mm Prestex 1003/15 cast brass gate valve.	No	4		
10	"Cobra Vandalmaster" Chrome Plated vandal resistant shower head (code: KP2.6) with self cleaning nozzle, including 2 "Cobra" star chrome plated underwall stop taps (Code: 128-15)	No	2		
11	Classic Carina Pillar taps (Code: 114CA-15) with hot and cold indicators	No	8		
12	Classic Carina taps (Code: 128CA-15) with hot and cold indicators	No	4		
	Flexible hoses:				
13	15mm B1609 Flexible braided connector 350mm long.	No	10		
	Carried to Collection			**R**	

			Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 8** **SANITARY FITTINGS** **COLLECTION**			
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	Unit	Quantity	Rate	Amount

SECTION NO. 3

PLUMBING AND DRAINAGE

BILL NO. 9

WATER SUPPLY IN BUILDINGS

TRADE PREAMBLES

Trade Preambles:

For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

'Polycop' polypropylene pipes:

Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with 'Fast-fuse' heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated.

Pipes shall be firmly fixed to walls etc. with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions.

Pipe fittings are joined using a fusion welding process. The pipe and fittings are heated using an electric heating tool, then pushed together to create a homogeneous solid bond.

All pipe diameters are nominal external.

Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.

Copper pipes chased in walls:

Where pipes have been chased in walls, the price for making good of plaster and paint etc. shall be deemed to be included in the description of pipe chased in walls.

Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	Reducing fittings:				
	Where fittings have reducing ends or branches they are described as 'reducing' only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained.				
	Paper wrapping to pipes:				
	Hot water pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints of fittings.				
	Fixing of pipes				
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls, etc. casting in, building in or suspending not exceeding 1m below suspension level. No allowance for holes and drilling for pipes through walls has been made in these bills of quantities, the price for all holes and making good shall be deemed to be included in the descriptions of the pipes.				
	Brackets:				
	The Contractor must note that the descriptions of pipes not exceeding 1m below suspension level shall be deemed to include for all hangers, pipe supports, brackets, rubber lined clamps, etc. required to ensure a fully completed suspended installation, the contractor to price accordingly as these have not been measured separately. Rates of pipes are therefore deemed to include costs of all brackets and suspension hangers not exceeding 1m long.				
	WATER SUPPLIES IN BUILDING				
	Class 2 copper pipes:				
1	15mm Pipes.	m	20		
2	22mm Pipes.	m	10		
	Extra over copper pipes for capillary fittings:				
3	15mm Fittings.	No	10		
4	22mm Fittings.	No	4		
	Extra over copper pipes for brass compression fittings:				
5	15mm Fittings.	No	4		
6	22mm Fittings.	No	4		
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	TESTING				
	Testing:				
7	Testing water pipe system.	Item			
	Carried to Collection			**R**	

			Amount
SECTION NO. 3 **PLUMBING AND DRAINAGE** **BILL NO. 9** **WATER SUPPLY IN BUILDINGS** **COLLECTION**			
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SECTION NO. 3

PLUMBING AND DRAINAGE

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SECTION SUMMARY

SECTION NO. 4

EXTERNAL WORKS

	Unit	Quantity	Rate	Amount

SECTION NO. 4

EXTERNAL WORKS

BILL NO. 1

EARTHWORKS

Key:	Location Description:
Un/A	Unallocated
2	Potato Facility
6	Washbay and Storage
I	Item Location (Auto)

TRADE PREAMBLES

For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

General:

Refer to previous sections for Supplementary Preambles also applicable to this section.

DEMOLITIONS

View site:

Descriptions of demolitions give a rough guide only as to the scope of the work. Tenderers are therefore advised to visit the site before submitting a tender and to aquint themselves with the nature and extent of the work to be done and the value of recoverable materials which are not to be re-used or handed over to the employer. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials shall be entertained.

Explosives:

No explosives whatsoever may be used for demolition purposes unless otherwise stated.

General:

Water supply pipes and other piping in the ground that may be encountered and found necessary to disconnect or cut, shall be effectively stopped off or grubbed up and removed and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent.

Disposal of debris:

The Contractor shall be responsible for the removal from the site of all materials, rubble, debris and rubbish resulting from the demolitions.

Carried to Collection **R**

		Unit	Quantity	Rate	Amount
	SITE CLEARANCE, ETC.				
	Site clearance:				
1	Allow for clearing the area of the site for new buildings and parking areas, of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, concrete surface water channels, debris, etc, including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m²	3 329		
	2 70 6 155 I 3104				
2	Strip layer of topsoil and cart away from site (no allowance made for increase in bulk) to dump site to be located by the contractor.	m³	501		
	2 11 6 23 I 467				
	REMOVAL OF TREES, ETC.				
	Cutting down and removing, grubbing up roots and filling in holes:				
3	Tree exceeding 200mm and not exceeding 500mm girth.	No	10		
	I 10				
4	Tree exceeding 500mm and not exceeding 1000mm girth.	No	5		
	I 5				
	BULK EXCAVATION, FILLING, ETC				
	Open Face Excavation in earth over sloping site and sloping banks and platforms:				
5	Open face excavation to spoilheaps on site including cutting back to angle of repose in reducing levels to form platforms, etc.	m³	34		
	2 11 6 23				
	Excavate in earth compacted to 93% Modified AASHTO density including cutting back to angle of response, forming platforms, terraces, slopes, banks, etc.				
6	Open face excavations in earth in cut to fill operation	m³	800		
	I 800				
	Extra over bulk excavations in earth for excavation in:				
7	Soft rock.	m³	100		
	2 2 6 5 I 93				
8	Hard rock.	m³	50		
	2 1 6 2 I 47				
	Carried to Collection			R	

		Unit	Quantity	Rate	Amount
	Extra over all excavations from spoil heap and levelled and carting away from site (no allowance made for increase in bulk):				
9	Cart away from site to a dumping site to be located/ found by the Contractor.	m³	68		
	2 21 6 47				
	Keeping excavations free of water:				
10	Keeping excavations free of water other than subterranean water.	Item			
	EARTH FILLING, ETC.				
	Compaction of surfaces:				
11	Compaction of ground surface under concrete floors including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density.	m²	3 329		
	2 70 6 155 I 3104				
	Earth filling obtained from excavations and/or prescribed stock piles, compacted to a density of at least 95% Mod. AASHTO maximum density:				
12	Bulk backfilling	m³	180		
	I 180				
	Filling with G5 material supplied and carted onto site by the Contractor, compacted to a density of at least 98% Mod. AASHTO maximum density:				
13	Backfilling to under concrete floors, etc	m³	34		
	2 11 6 23				
14	Bulk backfilling	m³	499		
	6 29 I 470				
	Filling with G7 material supplied and carted onto site by the Contractor, compacted to a density of at least 97% Mod. AASHTO maximum density:				
15	Backfilling to under concrete floors, etc.	m³	34		
	2 11 6 23				
16	Bulk backfilling	m³	470		
	I 470				
	Additional compaction tests				
17	In-situ dry density tests	No	10		
	I 10				
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		Unit	Quantity	Rate	Amount
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	BILL NO. 2				
	FENCING				
	Key: **Location Description:** Un/A Unallocated 2 Potato Facility 6 Washbay and Storage I Item Location (Auto)				
	TRADE PREAMBLES				
	Trade Preambles:				
	For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.				
	SUPPLEMENTARY PREAMBLES				
	Reference shall be made to other trades and preambles for preambles and full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise described.				
	The descriptions of bases and footings to fencing shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water, etc.				
	SITE CLEARANCE, ETC.				
	Site clearance:				
1	Allow for clearing the area of the site for new fence line for a width of 1m either side of fence line of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, concrete surface water channels, debris, etc, including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m	900		
	Un/A 900				
2	Strip layer of topsoil and cart away from site (no allowance made for increase in bulk) to dump site to be located by the contractor.	m^3	90		
	Un/A 90				
	REMOVAL OF TREES, ETC.				
	Cutting down and removing, grubbing up roots and filling in holes:				
3	Tree exceeding 200mm and not exceeding 500mm girth.	No	90		
	Un/A 90				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
4	Tree exceeding 500mm and not exceeding 1000mm girth. Un/A 45	No	45		
	Removal of exisitng fencing:				
5	Exisiting securtiy fencing including posts and fixings Un/A 900	m	900		
	SECURITY FENCING				
	Supplementary Preambles				
	The following in Welded Mesh security fencing. All strictly in accordance with the manufactures instructions.				
6	Welded Mesh high security welded fencing for 2100mm high formed from 2mm diameter wires with rectangular apertures size 100 x 50mm high including six 3.15mm dia zinc-coated straining wires at set intervals above ground level fixed to tapered posts (elsewhere measured) with 2.5mm dia zinc-coated tying wire. Un/A 900	m	900		
7	2700mm Steel main posts 100 x 3.0mm. Posts bedded 600mm in ground with 400 x 400 x 700mm with 20MPa/19mm concrete anchor block including excavation, filling and disposal complete. Un/A 300	No	300		
8	3000mm Steel stay posts 50 x 3.0mm. Posts bedded 600mm in ground with 400 x 400 x 700mm with 20MPa/19mm concrete anchor block including excavation, filling and disposal complete. Un/A 20	No	20		
9	Pair double swing gates in two leaves overall size approx size 6000 x 1500mm high gates. Gate frame made of 43mm steel pipe with internal frame made of 22mm steel pipe including straining posts and two strands straining wire, gate mesh to match fencing including three strands of barbed wire to top. Posts to include 25MPa concrete bases size 600 x 600 x 800mm deep including excavation, formwork, backfilling, etc. Gate to include 300mm drop down pins to secure both leaf in both open or closed position complete with corresponding keeps. Un/A 5	No	5		
10	Provide the sum of R 1500.00 for locks to gates. Un/A 1	Item			
	Sundries:..				
11	500mm dia. Flat wrap razor wire fixed to posts, including all fixings above fencing Un/A 900	m	900		
	Carried to Collection			**R**	

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	Unit	Quantity	Rate	Amount

SECTION NO. 4

EXTERNAL WORKS

BILL NO. 3

TANK STAND BASE

Key:	Location Description:
Un/A	Unallocated
2	Potato Facility
6	Washbay and Storage
I	Item Location (Auto)

TRADE PREAMBLES

For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill

SUPPLEMENTARY PREAMBLES

General:

Refer to previous sections for Supplementary Preambles also applicable to this section.

DEMOLITIONS

View site:

Descriptions of demolitions give a rough guide only as to the scope of the work. Tenderers are therefore advised to visit the site before submitting a tender and to aquint themselves with the nature and extent of the work to be done and the value of recoverable materials which are not to be re-used or handed over to the employer. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials shall be entertained.

Explosives:

No explosives whatsoever may be used for demolition purposes unless otherwise stated.

General:

Water supply pipes and other piping in the ground that may be encountered and found necessary to disconnect or cut, shall be effectively stopped off or grubbed up and removed and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent.

Disposal of debris:

The Contractor shall be responsible for the removal from the site of all materials, rubble, debris and rubbish resulting from the demolitions.

Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	SITE CLEARANCE, ETC.				
	Site clearance:				
1	Allow for clearing the area of the site for new buildings and parking areas, of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, concrete surface water channels, debris, etc, including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m²	56		
	l 56				
	REMOVAL OF TREES, ETC.				
	Cutting down and removing, grubbing up roots and filling in holes:				
2	Tree exceeding 200mm and not exceeding 500mm girth.	No	5		
	l 5				
3	Tree exceeding 500mm and not exceeding 1000mm girth.	No	2		
	l 2				
	EXCAVATION, FILLING, ETC				
	Excavation in earth for tank stand bases:				
4	Excavation to spoilheaps on site not exceeding 2m deep	m³	52		
	l 52				
	Extra over bulk excavations in earth for excavation in:				
5	Soft rock.	m³	5		
	l 5				
6	Hard rock.	m³	3		
	l 3				
	Extra over all excavations from spoil heap and levelled and carting away from site (no allowance made for increase in bulk):				
7	Cart away from site to a dumping site to be located/ found by the Contractor.	m³	13		
	l 13				
	Keeping excavations free of water:				
8	Keeping excavations free of water other than subterranean water.	Item			
	l 1				
	Carried to Collection			**R**	

		Unit	Quantity	Rate	Amount
	EARTH FILLING, ETC.				
	Earth filling obtained from excavations and/or prescribed stock piles, compacted to a density of at least 95% Mod. AASHTO maximum density:				
9	Backfilling to trenches, holes, etc.	m³	39		
	I 39				
	REINFORCED CONCRETE				
	30 MPa/19mm Concrete:				
10	Bases	m³	12		
	I 12				
11	Stub Columns	m³	1		
	I 1				
	TEST BLOCKS				
	Test blocks:				
12	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes. (Provisional)	Sets	3		
	I 3				
	ROUGH FORMWORK (DEGREE OF ACCURACY II)				
	Rough Formwork to Sides:				
13	Stub columns	m²	8		
	I 8				
	REINFORCEMENT				
	High tensile steel reinforcement to structural concrete work: (Provisional)				
14	10mm Diameter bars.	Tonnes	1.11		
	I 1.11				
15	12mm Diameter bars.	Tonnes	1.11		
	I 1.11				
16	16mm Diameter bars.	Tonnes	1.11		
	I 1.11				
	Fabric reinforcement:				
17	Type 395 fabric reinforcement in concrete surface beds, slabs, etc.	m²	40		
	I 40				
	Carried to Collection			**R**	

			Amount
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EXTERNAL WORKS

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SECTION NO. 5

PROVISIONAL SUMS

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	PROVISIONAL SUMS			
	BILL NO. 1			
	PROVISIONAL SUMS			
	The following nominated sub-contract amounts are for work to be carried out by nominated selected sub-contractors in terms of clause 20 of the Principal Building Agreement:			
	The amounts scheduled represent the value of sub-contract works and expressly exclude main contractor's attendance and profit.			
	In the event of a prime cost or provisional sum being omitted the items 'Allow for profit -------' and 'Allow for attendance------' applicable shall be omitted together with the prime cost amount or provisional amount and no claim whatsoever will be entertained in this regard.			
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances			
	Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists.			
	Profit.			
	Where stated, the contractor may allow for profit if required.			
	General attendance on nominated/selected subcontractors.			
	The item "Attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:			
	1 The services as set out in clause B9.1 of the Preliminaries. 2 Making good in all trades and cleaning down and removal of rubbish on completion.			
	Special attendance on nominated/selected subcontractors.			
	Where stated special attendance will be described in detail in the Schedule for Variables in the Preliminaries for the services as set out in clause B9.2.			
	Builder's work.			
	Builder's work in connection with specialist services is given elsewhere in these bills of quantities.			
	AIRCONDITIONING			
	Air Conditioning:			
1	Provide the amount of R 73 000.00 (seventy three thousand rands) for airconditioning, etc. installed complete.	Item		73 000 00
2	Add for profit (Excluded from CPAP)	Item		
	Carried to Collection	**R**		

			Amount	
3	Allow for giving every facility to Specialists as described	Item		
	ELECTRICAL			
	Electrical installation:			
4	Provide the amount of R 1 595 000.00 (one million five hundred and ninety-five thousand rand) for electrical installation including tubing wiring and fittings, etc. installed complete.	Item	1 595 000	00
5	Add for profit (Excluded from CPAP)	Item		
6	Allow for giving every facility to Specialists as described	Item		
	VENTILATION AND SMOKE EXTRACTION INSTALLATION			
	Ventilation and Smoke Extraction installation:			
7	Provide the amount of R 75 000.00 (seventy five thousand rand) for ventilation and smoke extraction installation installed complete.	Item	75 000	00
8	Add for profit (Excluded from CPAP).	Item		
9	Allow for giving every facility to Specialists as described.	Item		
	FIRE SERVICES INSTALLATION			
	Fire services installation:			
10	Provide the amount of R 70 000.00 (seventy thousand rand) for fire services installation installed complete.	Item	70 000	00
11	Add for profit (Excluded from CPAP)	Item		
12	Allow for giving every facility to Specialists as described	Item		
	REFRIGERATION INSTALLATION			
	Refrigeration			
13	Provide the amount of R 72 000.00 (seventy two thousand rand) for refrigeration installation installed complete.	Item	72 000	00
14	Add for profit (Excluded from CPAP)	Item		
15	Allow for giving every facility to Specialists as described	Item		
	FIRE PROTECTION			
	Fire Protection:			
16	Provide the amount of R 20 000.00 (twenty thousand rands) for fire protection system Installation, etc including tubing wiring and fittings, etc. installed complete.	Item	20 000	00
17	Add for profit (Excluded from CPAP)	Item		
18	Allow for giving every facility to Specialists as described	Item		
	Carried to Collection	**R**		

			Amount
	ELEVATED WATER TANK		
	Elevated Water Tank:		
19	Provide the amount of R 1 044 000.00 (one million and forty-four thousand rands) for elevated water tank system Installation, etc including ancillary pipework and fittings, etc. installed complete.	Item	1 044 000 00
20	Add for profit (Excluded from CPAP)	Item	
21	Allow for giving every facility to Specialists as described	Item	
		Carried to Collection	**R**

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	PROVISIONAL SUMS					
	BILL NO. 3					
	BUDGETARY ALLOWANCES					
	BUDGETARY ALLOWANCES:					
	NOTE: The following will be measured out and priced on the basis of the tariffs in these bills of quantities when information becomes available and which will form part of the contract documents:					
	Steel Roller Shutter doors to Workshop					
1	Provide the sum of R 40 000.00 (forty thousand rands) for steel roller shutter doors, etc.	Item			40 000	00
	Steel Sliding doors to Workshop					
2	Provide the sum of R 30 000.00 (thirty thousand rands) for steel roller shutter doors, tracks, etc.	Item			30 000	00
	Steel Sliding doors to Fertilizer Shed					
3	Provide the sum of R 30 000.00 (thirty thousand rands) for steel roller shutter doors, tracks, etc	Item			30 000	00
	Patching of Drywalls					
4	Provide the sum of R 30 000.00 (thirty thousand rands) for patching of dry walls in chemical store facility, etc	Item			30 000	00
	Community Liason Officer					
5	Provide the sum of R 52 000.00 (fifty two thousand rands) for community liason officer	Item			52 000	00
	Interns allowance					
6	Provide the sum of R 60 000.00 (sixty thousand rands) for Interns allowance	Item			60 000	00
	PSC allowance					
7	Provide the sum of R 32 000.00 (thirty two thousand rands) for PSC members allowance	Item			32 000	00
	Carried To Section Summary			**R**		

		Unit	Quantity	Rate	Amount
	SECTION NO. 5 **PROVISIONAL SUMS** **BILL NO. 4** **CONTINGENCIES**				
	MONETARY ALLOWANCES The following monetary provisions are to be omitted from the contract sum and used as directed below.				
	Contingencies:				
1	Provide the sum of R 550 000.00 (five hundred and fifty thousand rands) for Contingencies to be used as instructed by the Principal Agent in terms of clause 17 of the Principal Building Agreement.	Item			550 000 00
	Statutory Increases:				
2	Provide the amount of R 150 000.00 (one hundred and fifty thousand rands) for CPAP as item 3.2.4 of the contract data of the Preliminaries Bill to be used in terms of clause 32 of the Principal Building Agreement	Item			150 000 00
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SECTION NO. 5

PROVISIONAL SUMS

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	ADD VAT @ 15%:			
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safe working practice
OCCUPATIONAL HEALTH AND SAFETY GROUP

Project Health and Safety Specification

In terms of Construction Regulations 2014

Project Client

EASTERN CAPE DEVELOPMENT CORPORATION

Description of Project Works

REPAIRS AND REFURBISHMENT TO ZANYOKHWE PRODUCTION SITE

Project Location

ZANYOKHWE AGRICULTURAL CO-OPERATION - KEISKAMMAHOEK

Preparation Date

2021-07-13

Project Health and Safety Specification developed by:

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South African Institute of Safety and Health (SAIOSH) - South Africa
Association of Construction Health and Safety Management- South Africa
South African Construction Project Management and Construction Management Professions

PROJECT HEALTH AND SAFETY SPECIFICATION

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1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

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

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

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

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

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

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

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

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

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

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

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

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

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

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

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

Note:
a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

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

"designer" means a competent person who-

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

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

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;
"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

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

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

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

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

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

"fall risk" means any potential exposure to falling either from, off or into;
"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

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

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;
"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

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

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

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

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

"principal contractor" means an employer appointed by the Client to perform construction work;

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

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

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

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

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

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

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

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

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

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

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

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

Tender documents Drawings

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

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

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

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

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

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

IMPORTANT NOTE:

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

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

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

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

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

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

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

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

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

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

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

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

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

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

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.
The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.

1.4.1 Client Duties

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

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

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

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

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

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

1.5 PROJECT DIRECTORY		
Project Client	**Department of Agriculture, Land Reform and Rural Development** Coutts Street Quigney, East London	**Tel:** 043 701 8100
Implementing Agent	**Eastern Cape Development Corporation** ECDC House Ocean Terrace Park 1 Moore Street, Quigney, East London	**Tel:** 043 704 5600
Architect and Principal Agents	**Imbono Architects (Pty) Ltd** 4 Pearce Street Berea East London	**Tel:** 043 721 0032
Civil and Structural Engineer	**Sikunye Consulting (Pty) Ltd** 93 Western Avenue P.O. Box 13101 Vincent, East London	**Tel:** 043 726 4389
Electrical & Mechanical Engineers	**Evans Consulting Engineers cc** 17 Surrey Road Vincent East London	**Tel:** 043 721 3192
Quantity Surveyors	**BTKM** Vincent Road Vincent East London	**Tel:** 043 721 0112
Construction Safety Agent	**Safe Working Practice** 12 Putney Ave Nahoon Valley East London	**Tel:** 043 735 1174 **e-mail:** **Cell:**

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work Private Bag X9084 East London 1200 **Contact Name:** Mr G Robertson	**Tel:** 043 702 7533 **Fax:** 086 622 7119 **e-mail:** gary.robertson@labour.gov.za
Department of Labour Private Bag X9084 East London 1200	**Tel:** 043 702 7533 **Fax:** 086 622 7119

Telecommunications Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, etc. **OR** Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager. **Company:** Telkom	**Tel:** 10212
Telecommunications Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, etc. **OR** Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager. **Company:** Telkom	**Tel:** 10212
Water **Company:** Raymond Mhlaba Municipality 8 Somerset Road Fort Beaufort	**Tel:** 046 645 7400
Electricity **Company:** Raymond Mhlaba Municipality 8 Somerset Road Fort Beaufort	**Tel:** 046 645 7426
COVID-19 Hotlines **National Coronavirus Hotline** **Provincial Coronavirus Hotline**	 **Tel:** 0800 029 999 **Tel:** 021 928 4102 **(per Province)**

1.6 PROJECT DETAILS

Description of Works

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Main categories of scope of works are as follows:

- • Existing buildings; (including the Construction of Ablution Facilities, storeroom)
- • Provision of services
- • Design and Construction of hydroponic tunnels – not part of this project
- • Fencing and road works

The scope of services required includes the following:

- • Full Architectural Services,
- • Full Quantity Surveying Services
- • Full Civil and Structural Engineering Services,
- • Full Electrical and Mechanical Engineering Services,
- • Health and Safety Services;
- • Social Facilitation Services;

Anticipated Construction Duration

9 Months

Construction Work Permit Required for the Project?
No, The contract is below the Construction work permit value and below 12 months.

1.7 EXISTING ENVIRONMENT

Hazards particular to this project by virtue of location:

Overhead, Above Ground and Underground Services crossing the site:

Overhead: Yes

Underground: Yes

Ground level: Yes

Service Drawings available: Yes

Wayleaves required: Yes

Permits required: Yes

Isolations required: Yes

Existing structures on site and surrounding land use (with a significant impact on Health & Safety):

Existing site have seven structures.

Existing ground conditions and ground survey report:
Availed

Existing Traffic Systems

Condition: Existing Roads

Restrictions to access: Existing Roads

Speed restrictions: Existing Roads

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

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

COVID-19
Demolition
Excavations
Fire
Flammable Liquids / Gas
Fragile Materials
Hazardous Substances
Members of Public
Underground Services
Working at Height

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

Bricklaying
Compacting and Filling
Compactor Operations
Concrete Pumping
Electric Tools and Electrical Installations
Explosive Actuated Fastening Devices
Goods / Passenger Hoist Operation
Hand tools
Manhole Rings and Pipes Storage
Manual Handling of General Items
Noise and Dust
Painting
Paving (Laying)
Plant/Vehicle and Equipment Operation
Plastering
Plumbing
Precast Slab / Unit Laying and Fixing
Scaffold Erection / Dismantling
Site Strip
Skipping of Concrete
Steel Erection
Steel Fixing
Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring)
Working at Height (excluding scaffold)

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

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY & COVID-19)

Site establishment

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes

Permit to Enter Excavations: Yes

Permit to Work with Electricity: Yes

Confined Space Permit: Yes

Hot Works Permit: Yes

Permit to Work under Power Lines: Yes

Blasting: Yes

CONTRACTOR SAFETY OFFICER PROVISION

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

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

The requirement for this site is that a full time Safety Officer be appointed by the Contractor.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

The Traffic Management Plan must be approved by the Project Manager and, as required, the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles:

Access to site by Construction Workers and Visitors:

All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD, INCLUDING FOR COVID-19

Site camp location and set up

- **Restrictions / requirements:**
- **Storage areas:**
- **Security:**

} Contractor to advise in consultation with Engineer / Professional Team

Ablutions and Welfare Arrangements
Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing. Please note further that COVID-19 control measures form an important part of ablutions provision on site ref soap and water/hand sanitiser, signage, etc:

- **Toilets:**
- **Washing facilities:**
- **Drinking Water:**
- **Shelter:**
- **Showers:**

} Contractor to provide as per Regulations

} Contractor to provide as per Regulations

Mobile site facilities requirements:

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for ablution units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

Warning Notices: Yes

Look Outs: Yes

PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

Overalls: Yes

Safety Harnesses: Yes, when required.

Hard Hats: Yes

Reflective Vests: Yes

Goggles / gloves / ear defenders / respiratory protection: Yes, when required.

Safety Footwear: Yes

Specialist Equipment (e.g. for confined Spaces): Yes, when required.

COVID-19 PPE:

Respiratory Protection (i.e. any face mask endorsed by Department of Labour): Yes

Eye Protection (i.e. goggles or face shield that fully covers the front and side of the face): Yes

HAZARDOUS SUBSTANCES

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

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:
Normal activities

The following Client safety rules and/or requirements are to be observed:
All workers are to receive induction prior to commencement of work on site.
Other safety rules and requirements to be advised at induction.
Please also refer to tender document.

Restrictions on times, access or other restrictions by Client
Please refer to tender document.
Other restrictions may be advised at induction.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

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

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

2.0 FURTHER REQUIREMENTS

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

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and

- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –

    - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;

    - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

    - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;

    - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;

    - appoint each contractor in writing for the part of the project on the construction site

    - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;

    - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;

    - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;

- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;

- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;

- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;

- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;

- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;

- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

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

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

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

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

2.2 Management and Supervision of Construction Work

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

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

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

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

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

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

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

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

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

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

2.3 Notification of Intention to Commence Construction Work

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

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

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

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

2.4 Construction Work Permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work on projects that will –

1. exceed 365 days and will involve more than 3600 person days of construction work; or

2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.

- Grade 7 = R60 000 000
- Grade 8 = R 200 000 000
- Grade 9 = No limit

A client may appoint a Construction Health and Safety Agent or Construction Health and Safety Manager to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

A client may appoint a Construction Health and Safety Agent, or Construction Health and Safety Manager based on the scope and risk profile of construction work to represent him/her on matters of health and safety. Provided that, where the question arises as to whether a Construction Health Safety Agent or a Construction Health and Safety Manager is necessary, the decision of an inspector is decisive.

The following minimum documentation will be required during the permit application process:

- Principal Contractor's Health and Safety Plan CR 5(1)(m)
- Baseline Risk Assessment CR 5(1)(a)
- Appointed Principal Contractor's Letter for Good Standing as per CR 5(1)(j)

- Issue Register signed by Designer CR 5 (1)(c)
- Issue Register signed by Principal Contractor
- Declaration signed by Designer CR 5(1)(d) and CV
- Principal Contractor made adequate provision for the cost of health and safety measures (Bill of Quantities) CR 5(1)(g)
- Proof of Principal Contractor's competency and resources to carry out the construction work safely CR 5(1)(h)
- Appointment Letter for Construction Manager, CV, Certificates and List of projects
- Appointment Letter of Safety Officer & Safety Officer's Registration for SACPCMP
- Principal Contractor's Appointment Letter CR 5(1)(k), Company Profile and CIDB grading

After approval of the Construction Work Permit any changes made to the appointed persons on the annexure 1 must be submitted to Department of Labour for approval before the appointed persons are allowed to commence with their tasks.

PLEASE NOTE THAT THE CONSTRUCTION MANAGER (8(1)) NAMED ON THE CONSTRUCTION WORK PERMIT MUST BE THE SAME PERSON THAT ACTS AS THE CONSTRUCTION MANAGER ON SITE. IF THIS WILL NOT BE THE CASE FOR SOME REASON THEN THE SAFETY AGENT MUST BE NOTIFIED OF THE CHANGE BY THE PRINCIPAL CONTRACTOR AT LEAST 7 DAYS BEFORE THE CHANGE IS MADE SO THAT THE SAFETY AGENT CAN AMEND THE CONSTRUCTION WORK PERMIT APPLICATION AND ADVISE THE DEPARTMENT OF EMPLOYMENT AND LABOUR ACCORDINGLY.

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

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

2.6 Competency for Contractor's Responsible Persons

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

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

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

2.8 Occupational Health and Safety Policy

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

2.9 Health and Safety Organogram

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

2.10 Risk Assessments

Baseline Risk Assessment

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

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

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

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

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

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

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

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

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

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

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

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

- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

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

2.12 Health and Safety Committee

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

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

2.13 Medical Certificate of Fitness

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

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

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

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

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This

record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

2.15 Competency

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

2.16 General Record Keeping

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

2.17 General Inspection, Monitoring and Reporting

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

2.18 Emergency Procedures

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

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

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

2.19 First Aid Box and First Aid Equipment

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

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

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

2.20 Accident / Incident Reporting and Investigation

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

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

2.21 Hazards and Potential Situations

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

2.22 Occupational Health and Safety Signage

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

2.23 Management of Contractors by Principal Contractor

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

2.24 Stacking of Materials

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

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

2.25 Housekeeping and General Safeguarding on Construction Sites

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

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;

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

2.26 Construction Vehicles and Mobile Plant

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

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
  - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
  - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order

to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are be fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

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

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

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

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

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

2.29 Water environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

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

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

2.31 Construction Employees' Facilities

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

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effulgent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.

- Protection from the Elements and raised off the ground.
- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

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

2.32 Fall protection

The Contractor must:

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

A fall protection plan contemplated above must include-

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

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

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

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

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above*;*
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to–
  - secure any deck panels against displacement; and
  - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
  - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or

- such an excavation is in stable material: Provided that-
  - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
  - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
  - daily, prior to the commencement of each shift;
  - after every blasting operation;
  - after an unexpected fall of ground;
  - after damage to supports; and
  - after rain,

  by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;
- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
  - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
  - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that-

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Abatement Regulations, 2020.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.36 Tunnelling

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 Scaffolding

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

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

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

2.38 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.39 Rope Access Work

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

2.40 Hazardous Chemical Substances (HCS)

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

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

- Training with regards to these regulations was given.

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

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

2.41 Noise Induced Hearing Loss

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

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

2.42 Explosives and Blasting

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a Contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained
- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workman's Compensation and appropriate insurances in place

2.43 Personal Protective Equipment (PPE)

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

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

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

2.44 Asbestos

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

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

"type 1 asbestos work" means:
(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

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

"type 2 asbestos work" means:
(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

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

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

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

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

- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
  - Service date
  - Seals on valves with no leaks and not broken
  - flash arrestors
  - Should be stored and chained together
  - Oxygen / Acetylene bottles to have clips
  - Signage to be visible
  - Gauges in working condition and be visible
  - Permits for use
  - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer, or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
  - appointment of the competent person;
  - competency of erectors, operators, and inspectors;
  - operational design calculations, which must comply with the requirements of the system design certificate;
  - performance test results;
  - sketches indicating the completed system with the operational loading capacity of the platform;
  - procedures for and records of inspections having been carried out; and
  - procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.
A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and

- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
  - the maximum mass load;
  - the maximum number of persons; and
  - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;

- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the Client, the Client's Safety Agent, or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
  - how to access and egress the suspended platform safely;
  - how to correctly operate the controls and safety devices of the equipment;
  - information on the dangers related to the misuse of safety devices; and
  - information on the procedures to be followed in the case of-
    - an emergency;
    - the malfunctioning of equipment; and
    - the discovery of a suspected defect in the equipment; and
    - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

2.57 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is –

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and

the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist unless the person is competent in the operation of that hoist.
No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.58 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
  - it is held against the surface with a force of at least twice its weight; and
  - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device

are-

- controlled and done in writing by a person having been appointed in writing for that purpose; and
- recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.59 Confined Spaces

Confined space work must be closely monitored by a competent person appointed by the contractor, to include, but not restricted to, ensuring that the confined space is sufficiently ventilated prior to entry. Oxygen levels to be tested in confined space to ensure that it is safe for entry. Permit system to be in place to declare confined space safe for entry prior to entry. PPE must be worn (such as proper masks) if air supply is insufficient or not of sufficient quality.

Sufficient training must take place in use of all confined space monitoring and access equipment prior to any works commencing in such confined space. It is strongly recommended that a tripod and winch system be in place to afford easy access and egress and for emergency evacuation from the confined space (manholes and chambers). Please also refer to GSR5 on safety requirements for Work in Confined Spaces.

General safety Regulations 5.
(1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

(2) Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-- (a) subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.
(3) Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—
(a) the provisions of sub regulation (2) (b) are complied with;
(b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
(c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
(d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

(4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

(5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

(a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
(b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.

2.60 Alcohol and drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.

2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.

3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 COVID-19 (PLEASE NOTE THAT THIS SECTION IS CONSTANTLY UNDER REVIEW)

This section is based on the requirements of Government Gazette No 43257 dated 29th April 2020, and the latest Disaster Management Act 2002.

The importance of the management and control of this virus by contractors on site is paramount.

For this reason no work is permitted on site until the contractor has submitted proposals in their safety plan to the safety agent and professional team on how the risk of COVID-19 transmission on site will be managed by the contractor (monitoring and implementation of control measures through administrative, physical and other control measure).

DEFINITIONS *(Disaster management Act of 2002)*

'adequate space' means not more than one person per one and a half metres of floor space;

'Alert Level' means the determination made under sub regulation 3(2);

'clinical case' means a patient that presents with clinical signs and symptoms of COVID-19;

'COVID -19' means the Novel Coronavirus (2019- nCov2) which is an infectious disease caused by a virus that has previously not been scientifically identified in humans, which emerged during 2019 and was declared a global pandemic by the WHO in 2020;

'Criminal Procedure Act' means the Criminal Procedure Act, 1977 (Act No 51 of 1977);

'enforcement officer' includes a member of the South African Police Service, the South African National Defence Force. metro police. traffic officers, immigration inspectors; and a peace officer as defined in section 1 of the Criminal Procedure Act;

'essential services' means the services listed in Annexure D;

'face mask' means a cloth face mask or homemade item that covers the nose and mouth, or another appropriate item to cover the nose and mouth;

'gathering' means any assembly, concourse or procession in or on -
(a) any public road, as defined in the National Road Traffic Act, 1996 (Act No. 93 of 1996); or
(b) any other building, place or premises. including wholly or partly in the open air, and

including, but not limited to, any premises or place used for any sporting, entertainment, funeral, recreational, religious, or cultural purposes; but excludes a workplace and a place of residence for those persons ordinarily residing at the residence;

'health protocols' means the COVID-19 health protocols determined by the Director General of Health;

'head of an institution' means the accounting officer of a public institution and the chief executive officer or the equivalent of a chief executive officer of a private institution;

'institution' means any public or private institution, including a sole practitioner and any other business owned and operated by a single person, that is engaged in the supply or distribution of a good or service as set out in the Table 1, or which regulates such supply or distribution, including professional regulatory bodies designated in directions made in terms of regulation 4 of the Regulations;

'isolation' means separating a sick individual with a contagious disease from healthy individuals that are not infected with such disease in a manner that aims to prevent the spreading of infection or contamination;

'national state of disaster' means the national state of disaster declared by Government Notice No. R. 313 of 15 March 2020;

'quarantine' means the restriction of activities or separation of a person, who was or may potentially have been exposed, to COVID-19 and who could potentially spread the disease to other non -exposed persons, to prevent the possible spread of infection or contamination to healthy individuals;

'the Act' means the Disaster Management Act, 2002 (Act No. 57 of 2002); and
'WHO' means the World Health Organisation.

Coronaviruses are a large family of viruses which may cause illness in animals or humans. In humans, several Coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). The most recently discovered Coronavirus causes Coronavirus disease COVID-19.

COVID 19 is a viral pandemic that has and is causing a great deal of damage to human health, countries' economies and health systems and has led to lock downs, work stoppages and restriction of movement that threatens the existence of many jobs, as well as the way we conduct our normal working and social lives.

In response to the pandemic the government has passed legislation and guidance for employers and employees in the work environment.

People can catch COVID-19 from others who have the virus. The disease can spread from person to person through small droplets from the nose or mouth which are spread when a person with COVID-19 coughs or exhales. These droplets land on objects and surfaces around the person. Other people then catch COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. People can also catch COVID-19 if they breathe in droplets from a person with COVID-19 who coughs out or exhales droplets. This is why it is important to stay more than one meter away from a person who is sick.

Please refer to Annexure A for details on the criteria that must be considered in the contractor's safety plan response.

2.62 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance to GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / life lines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.63 Traffic Accommodation

All traffic signs must be displayed as per the traffic management plan drawings.
Size of signs used must be as per the traffic management drawings and all signs to be visible and in good condition.

- Traffic management Plan issued per Road and Traffic act (chapter 13). Must be approved by the Traffic Chief and professional team.
- Plans for signage deployment must be in order and must be placed correctly.
- Traffic management plan must be submitted and must be suitable for the tasks being performed.
- Traffic plan must be implemented and controlled by the sites Traffic safety officer and flag persons.
- Jersey barriers, where used, to be linked.
- No signs to be obstructed.
- STOP/GO structures must be protected against being struck by vehicles (e.g. new jersey barriers)
- Road marking buggies/vehicles must be protected by escort vehicles front and rear.
- Displayed traffic signs must be maintained in a daily register to be checked morning and evenings after works have been finalised.

Night work:

- Signage, traffic accommodation and personnel must be visible (reflective / illuminated).
- Certified, competent traffic officer and flag persons to be used during night operations.

Traffic Safety Officer must check signage daily and Engineer must sign it off daily.

2.64 Ventilation and Lighting in the Work Place

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:
- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:
- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.65 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.
This method forms part of a set of methods used to operate nuclear gauges, and includes the following:
a) administration, handling, and maintenance (see SANS 3001-NG1);
b) validation of standard calibration blocks (see SANS 3001-NG2);
c) calibration of a nuclear gauge (see SANS 3001-NG3);

d) verification of a nuclear gauge (see SANS 3001-NG4):
e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.66 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– *(a)* has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and *(b)* is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, valuate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

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

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
  - the work methods;
  - the type of work carried out; or
  - the type of equipment used to control the exposure; and

- an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

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Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT (INCLUDING COVID 19 REQUIREMENTS)

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	**Project Directory**	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	**Contractors Directory**	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	**Other Parties Directory**	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	**Project Safety Statement**	The Project Safety Statement must be included in the Safety Plan.
5	**Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)**	Health and Safety standards must be included in the Safety Plan.
6	**Project Particulars**	Scope of works must be included in the Safety Plan. This is critical.
7	**Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials**	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	**Management Structure for safety on the Project**	A structured organogram with names of the responsible people must be included.
9	**Appointed Persons, Supervision**	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	**Security Procedures**	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	**Registers list and inspection frequency**	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	**Design Co-ordination**	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	**Contractor Co-ordination**	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.

No	Item	Notes
14	**Housekeeping, stacking and storage**	Housekeeping policies and procedures must be included in the Safety Plan.
15	**Waste Disposal Arrangements**	Waste disposal arrangements procedures must be included in the Safety Plan.
16	**Noise and dust control**	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	**Training Requirements**	Training requirements must be identified and recorded.
18	**Plant and Equipment**	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	**Safety Monitoring Arrangements**	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	**Information for Contractors**	State how information will be given to Contractors on site.
21	**Consultation/communication arrangements with Employees**	State how information will be given to employees e.g. notice board.
22	**Selection of Contractors Procedures**	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	**Activities with risk to Health and Safety (Risk Assessment)**	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	**Hazardous Substances**	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	**First Aid and Medical Procedures**	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	**Fire and Emergency Procedures**	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	**Accident and Incident Reporting and investigation**	State the Accident and Incident Reporting and investigation procedures of your company.
28	**Welfare and Site Facilities**	Elaborate on toilets and eating areas, water provision, COVID-19 ablution provision, how will workers be protected during wet weather conditions etc.
29	**Site Rules**	The Site Rules must be included in the Safety Plan.
30	**Personal Protective Equipment**	The necessity must be identified by Risk Assessments, the required PPE for site risks and COVID-19 control measures.
31	**Health & Safety File arrangements**	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.

No	Item	Notes
32	**Method Statements/Safe System of Works**	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities. **PLEASE NOTE THAT THIS IS PARTICULARLY RELEVANT FOR COVID-19. NO WORK MAY COMMENCE UNLESS COVID-19 RISKS AND CONTROL MEASURES HAVE BEEN APPROVED BY THE PROFESSIONAL TEAM. REFER TO SECTION 2.61 OF THIS SAFETY SPECIFICATION.**
33	**Permits and wayleaves**	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	**Fall Prevention and Protection Plan and Fall Rescue Plan**	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	**Demolition method statement**	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	**Confined spaces**	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	**Safety Representatives and Safety Committees**	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	**Have the significant hazards from the safety specification been addressed?**	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	**Safety File - Safety Policies in File and Signed by 16(1) CEO.**	Safety Policies must be signed and explained to employees.
40	**Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.**	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	**Safety File - Signed copy of the 37.2 Mandatary Agreement**	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	**Safety File - Appointment letter from Client (as well as 5.1.K)**	The Client must appoint the Principal Contractor in writing.
43	**Safety File – Notification / Permit**	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.

CONTROL MEASURES THAT MUST BE INCLUDED FOR SAFETY PLAN SUBMISSION PURPOSES:

Issues that must be included by the contractor in their COVID-19 safety plan response should include arrangements for the following (please note that reference to contractors' employees / staff / workers / personnel on site must include control of their (sub)contractors, visitors and suppliers):

Workplace Plan - A plan must be developed by the contractor for the phased in return of employees to site. Please refer to the latest regulations and amendments, all persons who are able to work from home should do so.

Coordination on Site Relating to COVID-19 matters - The contractor must appoint a **manager** to address employees concerns and keep them informed re COVID-19.

Additionally, the contractor must **designate a COVID-19 compliance officer** (required of all industries, businesses, entities, both private and in the public sector). This compliance officer is responsible for overseeing the following:

- implementation of the workplace plan; and adherence to the standards of hygiene and health protocols relating to COVID-19 at the workplace;
- developing a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of the Disaster Management Act 2002 (as amended April 2020) and be retained for inspection and contain the following information:
  - which employees are permitted to work;
  - what the plans for the phased-in return of their employees to the workplace are;
  - what health protocols are in place to protect employees from COVID-19; and
  - the details of the COVID-19 compliance officer;
  - phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas; and
  - develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Transportation to Site - Procedures for Transportation of Workers to Site – employees should be advised that if using transport, passengers must wear a cloth mask to be allowed entry into the vehicle. Hand sanitisers must be made available, and all passengers must sanitise their hands before entering. Public transport vehicles must be sanitised on a daily basis. Please note that the government mandated limit on passengers per vehicle must be strictly adhered to.

Site access - Entry to site may only be through pre-arranged security controlled access points. Contractor must detail how will members of public be prevented from accessing site (risk of cross contamination between persons working on site and members of public).

Provision of Visitors Book for signing in and out of site. Records of all personnel entering site and their contact details must be kept.

Screening on Site - Contractor to advise how will personnel on site be screened on a daily basis for symptoms of COVID-19, including a symptom check as well as temperature assessment (digital thermometer). The contractor must describe their procedure for employees on site, suspected of having COVID-19 symptoms, refusing to undergo **medical** examination, prophylaxis, treatment, isolation, and quarantine. Sites with more than 500 employees must have testing facilities.

Risk assessment and safety procedure - Contractor must provide a written policy concerning the protection of it staff from COVID-19. Contractor must compile a COVID-19 risk assessment and safety procedures for the site. How will it be communicated to all on site and records kept thereof. The Risk

Assessments must include the identification of exposure levels, identification of "high contact" activities, the identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization.

Safety Signage and Hotline Number - Contractor to implement placement of COVID-19 safety signage and hotline number at site entrance and on site, warning of hazards and advising control measures (see samples in Annexure to this document). Please note that signage must representative of the local languages.

Communication Procedures - Contractor to describe comprehensive induction and toolbox talk procedures to include COVID-19. Toolbox talks should be conducted weekly on COVID-19 control measures and risks on site, include personal hygiene - manner of controlling coughing and sneezing on site - in elbow.

Emergency Procedure - Contractor must describe communication of COVID-19 symptoms and protocol that must be followed if person demonstrates symptoms, or is thought to have COVID-19 - symptoms of COVID-19 include cough, sore throat, shortness of breath or fever/chills (or ≥ 38°C measured temperature), redness of eyes, also additional symptoms – body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness. Contractor must advise personnel on site of the symptom reporting procedure to site management of COVID-19 symptoms, and referral protocol for screening or testing if showing symptoms.

Emergency COVID-19 protocol that must be put in place by Principal Contractor must include:

- Sick workers may not enter workplace.
- If sick worker already on site then worker must be isolated in designated area for isolation on site, provided with FFP1 surgical mask and transported for self-isolation or for medical examination or testing at identified testing site.
- Worker placed on sick leave.
- On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.
- Assess the risk of transmission, disinfect area and workers workstation, refer exposed workers for screening, etc.
- Lodge claim with Workman's Compensation if infection occupationally acquired.
- Worker may only return to work after undergoing a medical evaluation confirming worker has tested negative for COVID-19.
- Worker must be closely monitored for symptoms on return to work.
- If worker has been diagnosed with COVID-19 the employer must notify Dept of Health and Dept of Employment and Labour

NOTE THAT: personnel on site, or presenting themselves to site who appear sick, or have symptoms associated with COVID-19 may not be allowed on site.

Welfare and Washing Facilities, Sanitising and Disinfection - Contractor must describe provision of soap and clean running water and sanitisers at site entrance and at other locations on site. Correct manner of washing / disinfecting hands, 20 second rule. Use of paper towels only. Disinfection of work surfaces and equipment control procedures required - carried out before work begins, regularly during day and after work ends. Toilets, common areas, door handles, shared electronic equipment and any other shared equipment must be regularly cleaned and disinfected, biometric systems disabled or made COVID-19 safe.

Hand sanitiser must contain 70% alcohol.

Employees working away from home should be provided with hand sanitiser by the employer.

COVID-19 PPE on Site - Contractor must describe controls for wearing of PPE on site, including wearing of cloth masks on site - people working and visiting site must be instructed on the correct way of wearing cloth masks, procedure for maintenance and replacement of cloth masks. Surgical masks and N95 masks should only be worn by frontline health workers, not site staff. Note that some surgical masks should be kept on site to give to persons exhibiting COVID-19 symptoms prior to being taken away for testing.
Employer is required to provide each employee with at least 2 cloth masks and must make appropriate arrangements for washing, drying and ironing of cloth masks.

Supervision and Monitoring on Site - Monitoring systems must be in place by Contractor to ensure compliance with safety protocols and identify infections among employees - supervision monitoring and enforcement - how will it be done by the contractor?

Ventilation on Site - How will ventilation and air quality be made safe on site.

Waste Management - Sufficient refuse bins must be on site for disposal of tissues, used PPE. Procedure for safe removal of contents of bins; used PPE, other detritus should be made in contractors safety plan.

Social Distancing Measures - Contractor must describe, so far as practicable how can numbers of workers be minimised on site at any one time (e.g.: through staff rotation, staggered working hours, shift systems, remote working arrangements or similar to achieve social distancing? (1.5m). Note that contractor must minimise contact between workers themselves and workers and public.

Depending on what is reasonably practicable, site must be arranged so that there is distance of at least 1.5m between workers and members of public or put physical barriers in place or provide workers with face shields or visors.

COVID-19 Investigation procedure - Contractor must describe how will they investigate the cause of COVID-19 infection (including control failure and risk assessment review, checking of PPE requirements, admin support to contact tracing implemented by Dept of Health).

Important notes:

If more than 500 employees in contractors employ the employer must submit this risk assessment and written policy re health and safety of employees from COVID-19 to Safety Committee and Department of Employment and Labour.

Monitoring by the Safety Agent will be strict - noncompliance with COVID-19 control measures will be reported immediately to the principal contractor for action purposes. If necessary, transgressors will be removed from site for re-induction, or a recommendation for permanent barring from site will be made.

As this is an ongoing medical crisis it is likely that control measures to prevent the spread of the virus will be updated by the government on a regular basis. Hence the measures in this section of the safety specification will be reviewed on an ongoing basis, as we receive updated information from the government.

ANNEXURE B – LEGAL APPOINTMENTS The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1)
Contract Director/Manager (OSH Act 16(2)
Construction Manager (CR 8(1)
Construction Supervisor (CR 8(7)
Assistant Construction Supervisor (CR 8(8)
Construction Safety Officer (CR 8(5)
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1)
Temporary work Supervisor (CR12(2)
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a)
Demolition Supervisor (CR14(1)
Scaffold Supervisor (CR16(1)
Suspended Platform Supervisor (CR17(1)
Material Hoist Inspector (CR19(8)(a)
Material Hoist Operator (CR19(6)
Bulk Mixing Plant Supervisor (CR20(1)
Bulk Mixing Plant Operator (CR20(2)
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1)
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i)
Controller of Temporary Electrical Installations (CR24(c)
Stacking Supervisor (CR28(a)
Fire Extinguishing Equipment Inspector (CR29(h)
Fall Protection Plan Developer (CR 10(1)(a)
Incident Investigator (OSH Act 9(2)
Competent Person – Confined Spaces (GAR 5(1)
COVID 19 – Compliance Officer and COVID 19 – Manager (to address employees concerns and keep them informed re COVID-19)

ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	• Use only trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
2.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	• Trained banksman to control vehicles movement • Only trained personnel use plant • Personal Protective Equipment to be worn • Personnel to stand clear as materials are being tipped • Use stop blocks and signs to warn vehicles of excavations, where applicable • Stand clear of plant whilst materials are being compacted • Establish position of underground services and protect services from damage
3.	Compactor Operations	Crushing of feet	• Only trained and competent personnel to use the machine • Ensure operative wears steel toe cap shoes or boots at all times
4.	Concrete Pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	• Personnel to be in clear vision of pump operator • Trained pump operator • Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns • Design of structure being loaded to be approved by competent designer and inspected before, during and after loading • Pump to be well maintained
5.	Confined Spaces	Suffocation Fumes	• Ensure that confined space is sufficiently ventilated • Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality • Test oxygen levels in confined space to ensure that is safe for entry • Ensure that emergency procedures in place
6.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	• Only trained operators to use saw and change blades. • Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. • People to be kept away from the work area. • Work to cease if people have to pass. • Sparks, etc. to be directed away from people and any flammable material.
7.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	• Use competent personnel. • Hot works control- fire extinguisher, fire watchman. (Permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position. • Clear working area • Correct grade of blade must be used. • Good ventilation to be provided (forced if necessary). • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable

	HAZARD	RISK	MINIMUM CONTROL MEASURES
8.	Demolition	Falling materials Premature collapse of structure	• Ensure there is a current method statement in place • Ensure all emergency procedures are in place and all details are displayed • Ensure that structural demolition has been approved by the designer and site management • Personnel must be competent • Ensure at all times there is a safe means of access and egress • All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
9.	Electrical Commissioning	Electric shock	• Personnel to comply with permits to work issued by Client • Personal protective equipment to be worn by employees to prevent electric shock • First aid treatment to be readily available • Only competent and trained persons may decommission or commission electrical equipment
10.	Electric Tools and Electrical Installations	Electric shock Fire	• Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person
11.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	• Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary • Beware of undermining of other structures (e.g. buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
12.	Explosive Actuated Fastening Devices	Noise Being struck by cartridge or fixing	• Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear defenders, head protection. • Cartridge gun to be in good condition, inspected for damage and faults regularly and results entered into register • Used and unused cartridges and cartridge gun should be kept in secure place when not in use, maintain register for return and issue.
13.	Explosive use	Injuries to personnel, passers-by by blast Property damage	• Blaster must have all relevant permits, permissions, and licences in place before blasting. • Method statement must be approved. • Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers. • Obtain permission from local authority and police. • Blaster must be competent in blasting • Ensure that blasting does not affect stability of adjacent structures/buildings
14.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	• No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas

	HAZARD	RISK	MINIMUM CONTROL MEASURES
			• Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
15.	Flammable Liquids and Gases (Use of)	Fire Explosion	• No littering on site which could become fire hazard, maintain site in clean condition. • Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices • Equipment must be in good condition, maintained • Personnel using substances must be trained in safe use and risks
16.	Fragile Materials	Persons or items falling through fragile materials	• All fragile materials to be identified and protected prior to work commencing. • Protection to include either covering the fragile materials or excluding activity. • Any coverings to be secured in place • The location of the fragile materials to be indicated by signage
17.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	• Ensure: • Tool is correct for job • Tool is in good order and suitably sharp • Personnel must be competent/instructed in tool usage and tool safely • Lighting is sufficient • Access is safe, working platform is secure, leading edge is guarded • Operative is wearing all necessary PPE
18.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	• Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc.
19.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	• Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc.) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
20.	Manhole Rings and Pipes Storage	Rolling of rings Collapse of pipes Crushing of persons Stock pile collapse	• Manhole rings must be stored flat to prevent them being rolled. • Banks of pipe stock piles are not to be broken until they are ready for use. • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. • Pipes must be wedged to prevent rolling

21.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	• Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Ensure good housekeeping against tripping/fall hazards. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.
22.	Material Hoist	Mechanical failure Overloading Hoist gateway being left open at landings	• Safe working limit to be indicated on hoist. • Hoist operator to be trained/ competent. • Regular maintenance and inspection of hoist by competent person • Records of maintenance and inspection to be maintained. • Hoist gate should be fitted with mechanical and electrical interlocking devices.
23.	Members of Public – Protection of	Injury to member of public and road users from site works	• Barriers and signage to be in place • Workers must warn away any members of public from the works • Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public • Traffic turning into site – traffic management and signage as required. • Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible • Refer to plant risk assessment for details on plant safety precautions • NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
24.	Night Work	Security Lighting	• The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. • The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
25.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	• Wear respiratory and hearing protection • Dampen down and minimise dust where possible.
26.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	• Maintain safe clearance levels • Establish presence of any services via proper walk through survey of site and/or means of service drawings • Wear personal protective clothing • Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services • Obtain information on clearance levels from service provider
27.	Painting	Contact with paint	• Refer to safety data sheet for usage instructions, hazards and precautions required. • When working at height, refer to risk assessment addressing this hazard below.

28.	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	• Impervious gloves to be worn/ barrier cream to be used • Kneelers or similar to be available • Personal protective equipment to be worn – for example if saw used to cut pavers
29.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	• Implement traffic protection measures • Trained and competent operators must be used • Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. • Medical certificates of fitness required for construction plant. • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. • Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.
30.	Plastering	Falling materials Fall from height Contact with materials	• Ensure standard safety procedures are followed • Ensure there is a safe working area • Ensure safe access and egress • Ensure competent personnel are used
31.	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	• Ensure standard safety procedures are followed at all times • Only used trained and competent personnel • Ensure there is a safe working area at all times • Ensure materials are stored neatly • Ensure there is safe access and egress at all times • Ensure all personnel wear suitable and sufficient personal protective equipment • Consider a hot works permit system prior to commencing any hot works • Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire
32.	Precast Slab / Unit Laying and Fixing	Falls Falling materials Manual Handling	• Emergency procedures in place and personnel explained details • Use competent personnel • Ensure suitable and sufficient access and egress is provided • Safe place of work must be provided • Ensure all personnel wear correct personal protective equipment • Exclusion zone may be required for protection against risk of falling objects
33.	Working next to Railway line/in Railway reserve	Risk of being struck by train Damage to track or Railway property by works	• Specific advice to be sought from safety advisor
34.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	• Ensure • scaffold is designed to take the imposed loads • scaffolding is constructed properly • scaffold is not overloaded • scaffolders are fully trained • scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis • scaffolders must adhere to the safe systems of work. • all fall arrest equipment to be checked and certified in good working order • that ALL understand the safe system of work
35.	Shuttering Walls, Beams, Columns	Falling from height Falling materials from height Cuts and abrasions from splinters and nails	• Ensure all personnel wear the appropriate Personal Protective Equipment • Ensure at all times there is a safe working platform • Use only trained and competent personnel

			• If electrical tools are being used ensure they have been tested and safe to use • Ensure timber is de-nailed after use • Ensure safety standards are followed at all times • Ensure there is a safe means of access and egress at all times
36.	Site Strip	Overturning Vehicles	• Follow standard safety procedures • Only use trained and competent personnel • Ensure there is a suitable and safe means of access and egress • Ensure banksman used when required • Ensure all personnel wear suitable reflector vests as required
37.	Snakes	Snake bite	• Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers.
38.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	• Wear personal protective equipment such as gloves and goggles • Formwork must be built by trained person and also be inspected by competent person and results entered into register on site
39.	Underground Services	Striking of buried services	• Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g. Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services
40.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	• All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
41.	Work over or next to Water	Drowning	• Evaluate 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 harnesses, etc. • 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 persons to be used.

42.	Include any other items not included in above into this section	Include any other items not included in above into this section	Include any other items not included in above into this section

ANNEXURE D - BASELINE RISK ASSESSMENT FOR PROJECT – COVID-19

It must be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the COVID 19 risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

No.	HAZARD	MINIMUM CONTROL MEASURES
1.	COVID-19 - Contracting COVID-19, person to person transmission	• Do not share tools / equipment, crockery/cutlery/towels/bedding or anything that can facilitate the spread of the virus. • Masks have not been proven to definitively protect against every contagion. However, masks prevent a person from unconsciously touching their eyes, nose and mouth, so they may offer a measure of protection. Masks are for single use only, not to be worn two days in a row. • Avoid touching your eyes, nose, and mouth and shaking hands with others. • Cough or sneeze into a tissue and dispose thereof safely into a bin provided. • Wash your hands frequently with soap and running water for no less than 20 seconds. If you have none available use a hand sanitizer with at least 70% alcohol. • Apply social distancing principles, stay at least 1.5m away from people/employees were possible. • Avoid crowds and gatherings. • Clean frequently touched objects/surfaces. • The following cleaning products can be used: Hypochlorite (e.g. Household Bleach) Alcohol (70%) Hydrogen Peroxide Phenolic Compounds Quaternary Ammonium Compounds

No.	ACTIVITY	HAZARD	MINIMUM CONTROL MEASURE
2.	Site Preparation	Site might be infected with COVID-19 contagion during lock down	• Inspect the site to assess conditions. Revise any policies, method statements for risks and hazards identified for review. • Decontaminate the site, in affected areas, ensure the availability of hand washing facilities and sanitizers, throughout the site, and at entrances. Ensure sanitising and hand washing facilities are available at ablution areas, common eating areas, offices, canteens, security
3.	Occupational Health	Older workers of 60+, workers with underlying auto-immune or chronic diseases are at increased risk of infection (note that workers may be symptom free but infected with COVID-19)	• All workers are to be screened and have a valid certificate of fitness on return to work. A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to site until declared symptom free by a medical practitioner.

No.	ACTIVITY	HAZARD	MINIMUM CONTROL MEASURE
4.	Labour	Underlying auto-immune or chronic diseases, socio-economic status, having to use public transport to get to work	• A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to site until declared symptom free by a medical practitioner. • Daily temperature readings to be taken on entry to site; Induction, toolbox talks to be done daily on topics relating to COVID-19, personal hygiene and PPE. Strict enforcement on use of PPE • Public traffic must comply with government guidelines ref wearing of masks and sanitising requirements.
5.	Transportation (Public and on Site)	Maximum allowed capacity exceeded; No facilities for sanitising vehicles and passengers; No additional protective measures available, e.g. face masks; Unlicensed drivers and operators	• Selection and provision of transport services compliant with gazetted requirements; Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site. Vehicle occupancy maintained at 70% capacity or less; Vehicles sanitised between trips; hand sanitiser provided for passengers.
6.	Social Distancing	Many construction tasks require more than 1 worker that will be required to work within the limit of 1,5m Access/Egress to and off site; Welfare facilities, Meeting areas	• Demarcation and spacing of queueing areas; segregation of queueing areas and public outside site perimeters; Meeting/eating areas large enough to maintain 1.5m distance at maximum occupancy. • Only essential workers to spend time on site, Staggered meeting/eating times, use of Zoom, Skype, Microsoft Teams for meetings where necessary. Individual, segregated facilities for safe keeping.
7.	Waste Management	Spreading of virus and contact with virus causing infection from handwashing, drying hands, cleaning equipment, disposal of contaminated waste and other related aspects	• Establish and follow protocols for disposal of potentially infected waste (receptacles). Awareness through notices (posters) regarding correct procedures of waste disposal. Competent supervision and adequate awareness training required. Provide adequate supplies of material and consumables, provision of sealable disposal containers/bags through appropriate waste removal company. Provide adequate supply of paper towels. If contractors used ensure appropriate management.
8.	Signage	Unauthorised entry to site and work areas compromising workers health (contamination). Acts and behaviour that compromises worker	• Installation of posters and signage with the site rules and protocols that need to be maintained at strategic points. Competent supervision and adequate awareness training required. Disciplinary steps to be taken against transgressors.
9.	Welfare Facilities	Spreading of virus and contact with virus causing infection	• Limiting of personnel on site to minimum number required to maintain control and management. Implement and maintain cleaning and disinfecting programme. • Site rules for social distancing to 1.5m. Use technology to avoid proximity between individuals where possible

No.	ACTIVITY	HAZARD	MINIMUM CONTROL MEASURE
10.	Use of Personal Protective Equipment	Risk of spread of droplet infection through coughing, sneezing when in close contact with other people	• No employee/ visitor will be allowed on site without a cloth mask. Adequate training must be provided in the correct use and disposal of these masks. Cloth masks must be washed and ironed. Where possible face shields should be used to protect mouth, nose and eyes. Regular cleaning of face shields required. • No sharing of PPE will be permitted. Adequate supervision required. COVID PPE does not replace conventional PPE.

ANNEXURE E - COVID-19 SITE SAFETY SIGNAGE

HAND-CLEANING INSTRUCTIONS
Wet hands with water
Apply soap and rub hands for 20-30 seconds
Rinse hands with water
Dry hands with paper towel
Throw paper towel in bin
BRADY

ANNEXURE F – GUIDELINES TO HEALTH AND SAFETY BILL OF QUANTITIES

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Preparation of principal contractor's site specific health and safety plan, safety file, risk assessments, fall prevention/protection plan, Annexure 2 notification to Dept of Labour, demolition method statement, other method statements requested to be prepared for safety reasons, permits, amendments to safety plan during course of project, traffic management / accommodation plans, and any other legally required health and safety documentation	Lump sum	Lump sum			
Provision of safety documentation required of the principal contractor for Construction Work Permit application by the safety agent of Dept of Labour, if applicable (note section 2.4 of this safety specification document)	Lump sum	Lump sum			
Provision of current workman's compensation cover for employees for the project, and ensuring that contractors appointed have such cover too	Lump sum	Lump sum			
Health and safety management of principal contractor's employees, visitors and contractors' employees on site.	Lump sum	Lump sum			
Provision of full time Construction Manager for site, provision of Alternate Construction Manager in absence of Construction Manager and provision of sufficient safety supervision on site	Lump sum	Lump sum			
Provision of full time/ part time SACPCMP registered Construction Health & Safety Officer for site (refer to safety specification for full time / part time requirement) and preparation of safety reports after each safety inspection	Lump sum	Lump sum			
Competence assessment, appointment and required competence and safety training of all principal contractor's legally required appointments for site	Lump sum	Lump sum			
Maintenance of principal contractor's plant and equipment on site so as to be in safe condition, including inspection registers, inspections by competent persons, thorough examination certificates, hand over certificates and related documentation	Lump sum	monthly			
Provision of general safety signage (e.g. first aid, firefighting, traffic safety, excavations, PPE, Assembly Point, noise zones, etc.)	Lump sum	monthly			

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Provision of medical certificates of fitness for employees on site (Annexure 3)	Lump sum	Lump sum			
Provision of personal protective equipment (PPE) by principal contractor to employees and, as applicable, visitors to site, incl. • reflective vests • hard hats • protective foot wear • hearing protection • respiratory protection • safety eyewear • gloves • overalls • Safety harnesses and lanyards • Sunblock • UV Protective clothing / hats / eye wear • Protective thermal wear (heat / wind / cold / rain) • Protective firefighting clothing • Arc flash and electrical protective clothing	Lump sum	Lump sum			
Provision of Fall Prevention and Protection Equipment including. • Rope • Lifelines & Self-Retracting Lifelines (SRL) • Anchor Points • Warning Lines & Area demarcation • Fall Arrest Accessories • Fall Rescue Equipment • Passive Fall Protection Equipment • Confined Space Rescue and Retrieval (In elevated work situations) • Etc.	Lump sum	Lump sum			
Provision of Confined Space work equipment & Training • Training • Air Monitoring Equipment • Ventilation Equipment • Entry Equipment • Personal Protective Equipment • Confined Space Rescue and Retrieval Equipment • Communication Equipment • Etc.	Lump sum	Lump sum			
Holding of safety meetings with safety representatives and safety officers on site on at least monthly basis	Lump sum	monthly			

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Principal contractor construction safety management attendance at health and safety meetings called by client, professional team or safety agent	Lump sum	monthly			
Provision of site specific health and safety induction training for all on site	Lump sum	Lump sum			
Conducting of toolbox talks to employees on health and safety issues on a weekly basis	Lump sum	Lump sum			
Provision of sufficient First Aiders for site as per legal requirements	Lump sum	Lump sum			
Provision of First Aid Boxes for site as per legal requirements	Lump sum	Lump sum			
Provision of sufficient fire extinguishing equipment for site	Lump sum	Lump sum			
Fire drills on site at least 6 monthly basis for duration of project	Lump sum	Lump sum			
Provision of welfare facilities for site (drinking water, toilets, soap, means of drying hands, toilets paper, sheltered eating areas, etc.)	Lump sum	Lump sum			
Provision for safe disposal of waste, spill kits, safe housekeeping and storage practices	Lump sum	Lump sum			
Provision of leading edge protection, covers to prevent falls	Lump sum	Lump sum			
Provision of fencing at site camp and to protect excavations	Lump sum	Lump sum			
COVID 19 measures – provision of hand sanitiser, respiratory protection (as required), safety signage, formal and informal communication to all on site and any other measures necessary to contain and detect COVID 19 on site (refer to safety specification)	Lump sum	Lump sum			
Compilation of consolidated Safety File at Close Out stage and handover of file to safety agent in hard copy or digital format	Lump sum	Lump sum			
Supply of safety caps on all exposed re-bar	Lump sum	Lump sum			
Any other compliance item in site specific safety specification issued by project client/ safety agent with potential cost implication	Lump sum	Lump sum			
• Item 1					
• Item 2					
• Item 3					
• Item 4					
• Item 5					
Principal contractor's general compliance with respect to the Occupational Health and Safety Act, Construction and other health and safety Regulations apart from other provisions in this bill.	Lump sum	Lump sum			
SUMMARY TOTAL OHS COST PROVISION					

ANNEXURE G – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date

Revision Summary	Revised By	Revision Date

Acknowledgement:

I, _____representing

_____(Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

_____ _____

Signature of Contractor Date

Comments:

_____

_____

_____

_____

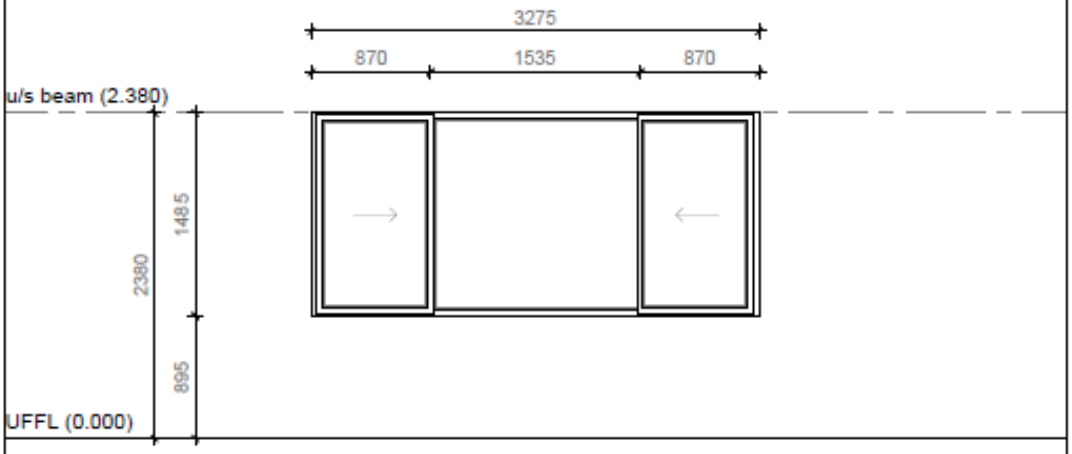
_____

_____

_____

NOTE: REFER TO GENERAL NOTES ON DRAWING.

TBC



DESCRIPTION:
FRAME:
Epoxy powder coated aluminium frame to SABS standards. Colour:

WINDOW:
Glass in window to be 6,38mm clear safety glass fitted with pull-in gasket and rubber roll-in wedge with a clip-in glazing bead.
All to manufacturer's recommendations and specifications.

FURNITURE:
Standard furniture to windows, as supplied by manufacturer.

GLAZING:
All glazing to be in accordance with SABS 0137-2000 code of practice, confirming to SABS 1263, permanently and visibly marked as such.
All aluminium sections to be approved by architect.
NOTE:
All frames to be covered with protective tape during construction using low tac PvC tape and plastic sheeting to internal and external surfaces. Protection to be removed only once the construction works around the frame is completed

OPENINGS TO BE MEASURED ON SITE PRIOR TO MANUFACTURE

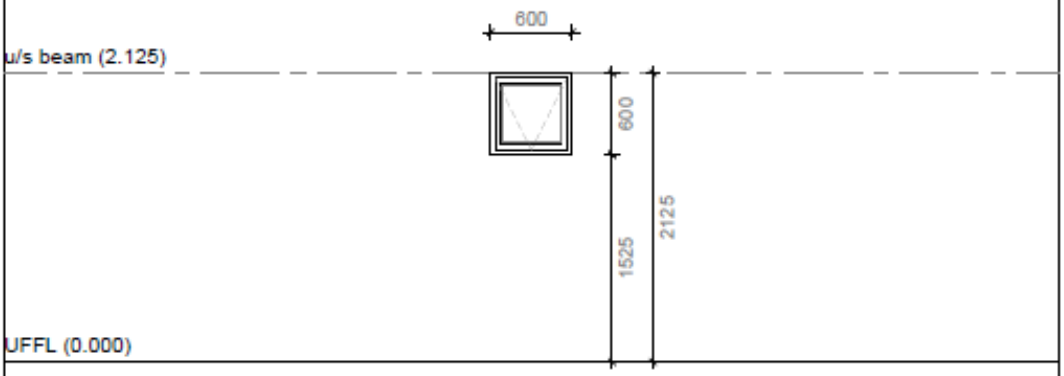
Opening:
G01

WINDOW NO:	W01	TOTAL REQD:	1	SCALE:	1:50

IMBONO F·J·A architects
EAST LONDON PORT ELIZABETH QUEENSTOWN

PROJECT TITLE:	ECDC ZANYOKHWE AGRICULTURAL CO-OP - GATE HOUSE		
DRAWING TITLE:	WINDOW SCHEDULE	REVISION:	0
DESIGNED:	FJORD JORDAAN	DATE:	MAY 2021
DRAWN:	TYLER POOK	PROJECT NO:	EL20-038

NOTE: REFER TO GENERAL NOTES ON DRAWING.



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OPENINGS TO BE MEASURED ON SITE PRIOR TO MANUFACTURE

Opening: G04

WINDOW NO:	W02	TOTAL REQD:	1	SCALE:	1:50

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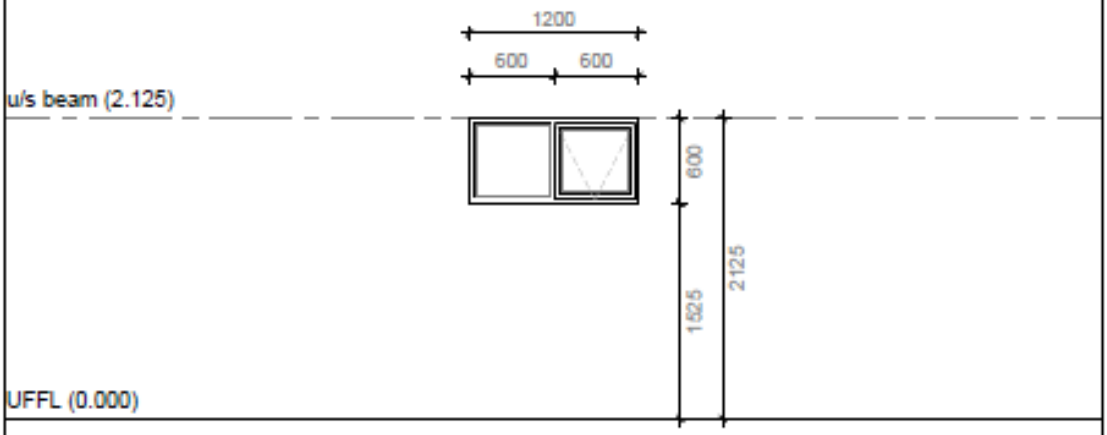
PROJECT TITLE:	ECDC ZANYOKHWE AGRICULTURAL CO-OP - GATE HOUSE		
DRAWING TITLE:	WINDOW SCHEDULE	REVISION:	0
DESIGNED:	FJORD JORDAAN	DATE:	MAY 2021
DRAWN:	TYLER POOK	PROJECT NO:	EL20-038

NOTE: REFER TO GENERAL NOTES ON DRAWING.



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FRAME:
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WINDOW:
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All to manufacturer's recommendations and specifications.

FURNITURE:
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GLAZING:
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OPENINGS TO BE MEASURED ON SITE PRIOR TO MANUFACTURE

Opening: G01, G07

WINDOW NO:	W01	TOTAL REQD:	2	SCALE:	1:50

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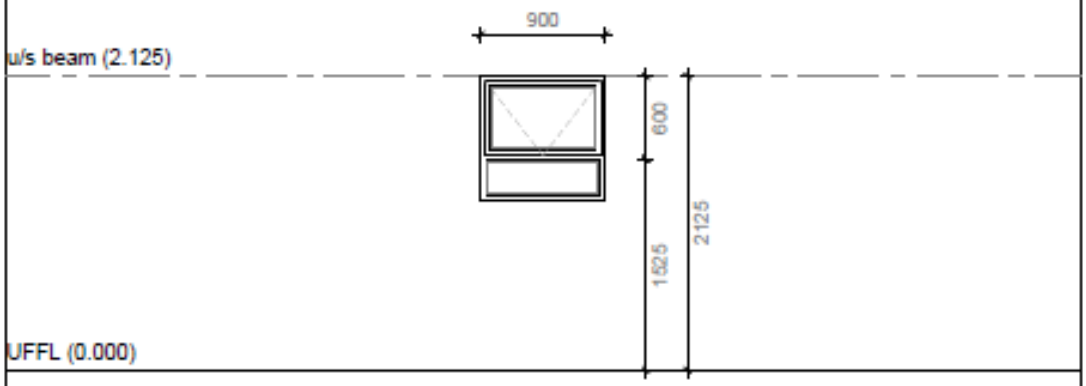
PROJECT TITLE:	ECDC ZANYOKHWE AGRICULTURAL CO-OP - GATE HOUSE		
DRAWING TITLE:	WINDOW SCHEDULE	REVISION:	0
DESIGNED:	FJORD JORDAAN	DATE:	MAY 2021
DRAWN:	TYLER POOK	PROJECT NO:	EL20-038

NOTE: REFER TO GENERAL NOTES ON DRAWING.



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OPENINGS TO BE MEASURED ON SITE PRIOR TO MANUFACTURE

Opening: G03, G05, G11, G12

WINDOW NO:	W02	TOTAL REQD:	4	SCALE:	1:50

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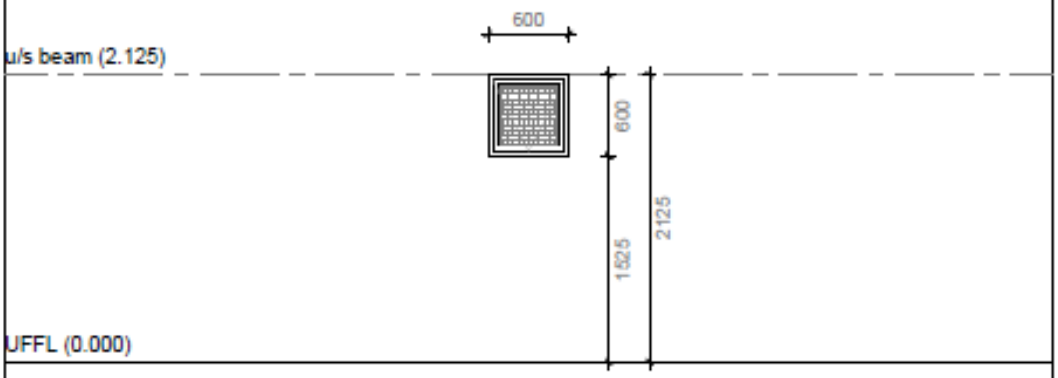
PROJECT TITLE:	ECDC ZANYOKHWE AGRICULTURAL CO-OP - GATE HOUSE		
DRAWING TITLE:	WINDOW SCHEDULE	REVISION:	0
DESIGNED:	FJORD JORDAAN	DATE:	MAY 2021
DRAWN:	TYLER POOK	PROJECT NO:	EL20-038

NOTE: REFER TO GENERAL NOTES ON DRAWING.



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OPENINGS TO BE MEASURED ON SITE PRIOR TO MANUFACTURE

Opening: G08, G09, G10, G13, G14, G15, G16, G17

WINDOW NO:	W03	TOTAL REQD:	8	SCALE:	1:50

IMBONO F·J·A architects
EAST LONDON PORT ELIZABETH QUEENSTOWN

PROJECT TITLE: ECDC ZANYOKHWE AGRICULTURAL CO-OP - GATE HOUSE		
DRAWING TITLE: WINDOW SCHEDULE	REVISION:	0
DESIGNED: FJORD JORDAAN	DATE:	MAY 2021
DRAWN: TYLER POOK	PROJECT NO:	EL20-038

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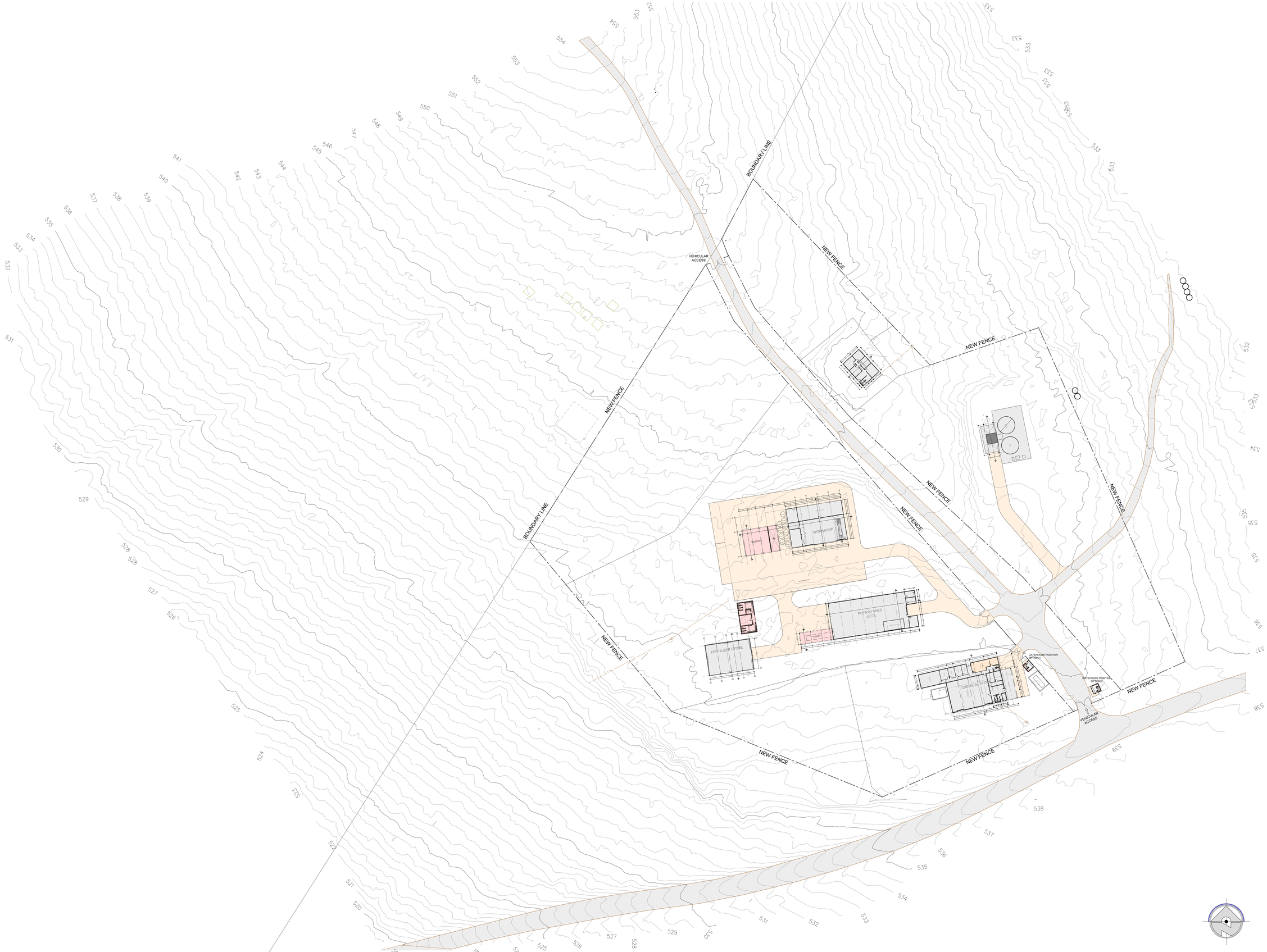
Outeursreg voorbehou deur Imbono FJA

LEVELS AND DIMENSIONS.

THE CONTRACTOR, SUB-CONTRACTOR AND SUPPLIER MUST VERIFY ALL DIMENSIONS AND LEVELS ON SITE AND DESCRIPANCIES MUST BE REPORTED TO THE ARCHITECT BEFORE COMMENCING ANY SHOP DRAWINGS AND/OR WORK.

FIGURED DIMENSIONS ARE TO BE TAKEN IN PREFERENCE TO SCALED DIMENSIONS AND LARGE SCALE DETAILS SUPERSEDE SMALL SCALE DRAWINGS.



SITE PLAN - scale 1 : 500

No. Nr.	Date Datum	Description Beskrywing	By Deur
Revisions		Wysigings	

IMBONO F·J·A architects

EAST LONDON 043 - 721 0020 | PORT ELIZABETH 041 - 582 0141 | QUEENSTOWN 045 - 838 3433 | MTHATHA 047 - 531 1006

Client/Klient

EASTERN CAPE DEVELOPMENT CORPORATION

Project/Projek

ZANYOKHWE AGRICULTURAL CO-OP

Drawing Title/Tekening Titel

SITE PLAN

Drawing Number/Tekening Nommer: EL20-038 SP1.01

Wys Nr./Rev No.: 0

Scale/Skaal: AS SHOWN

Designed/Ontwerp: FJORD JORDAAN

Drawn/Geteken: TYLER POOK

Date/Datum: MARCH 2021

Checked/Nagesien: FJORD JORDAAN

Op oorspronklike tekening
On original drawing