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## SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The bid will be evaluated in two phases
  - o Phase one – Price & mandatory bid conditions
  - o Phase two – Functionality (where applicable)
2. The forms in the Table of Contents and on the PA-03(EC): Notice and Invitation for Quotation should be properly completed and signed and returned on or before the due date and time.
3. **NB:** PA11: Bidder's Disclosure should be properly/duly completed, dated and signed. *Bidders or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise must disclose any interest in any other related enterprise whether or not they are bidding for this contract*
4. The total offer on the pricing schedule must be carried over to the DPW-07(EC) or the quote will be deemed as non-responsive and will not be evaluated further.
5. In the event an offer in words differs from the offer in figures, the offer in words supersedes the offer in figures
6. No late, incomplete or quotations with correctional fluid will be accepted.
7. Delivery address is the Tender box on the Ground Floor, Customs House, Lower Heerengracht, Cape Town.
8. The quotation is valid for 84 days from the closing date.
9. The bidder must make provision for exchanges and or changes in sizes where applicable at no additional cost to the Department

10. Failure to comply with product specifications & inability to meet delivery times will render the quote non-compliant and will not be evaluated further.
11. If the bidder is a VAT vendor /registered the bidder is required to explicitly state the VAT amount.
12. Bidders must include VAT at 15% in their bid offer if they are VAT vendors.
13. Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member or shareholder (where applicable)
14. The evaluation criteria will be based on price, mandatory bid conditions and functionality (where applicable)
15. In the event that one or more bidders are equal in all respect the award will be decided by drawing of lots

#### **OTHER BID CONDITIONS**

1. The Department reserves the right to negotiate the offer where it is found not to be market related
2. The contract period: **2 Months**
3. All goods supplied must be approved by the South African Bureau of Standards (SABS).
4. The Department reserves the right to request any additional information and / or samples of items quoted before mass production is undertaken at no cost to the Department.
5. Bidders must be registered on the CSD and tax matters should remain compliant throughout the procurement process
6. Due to a high volume of quotations received it is advisable to hand deliver your quotation to ensure receipt thereof.
7. Technical enquiries must be directed to the Project Manager as indicated on the PA-03 (EC) and DPW-07(EC)
8. The Department will contract with the successful bidder with an official order
9. No work may commence without an official Departmental order.
10. A vetting security clearance process will be conducted on bidders.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

<b>Project title:</b>	CAPE TOWN: TUYNHUYS: REFURBISHMENT OF ROOM 101: COO'S OFFICE
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<b>Quotation no:</b>	DPW 01/2023	<b>Reference no:</b>	DPW 01/2023
<b>Advertising date:</b>	21/04/2023	<b>Closing date:</b>	08/05/2023
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	84 Calendar days

## 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 GB or higher, or 1 GB\*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **1 GB PE or higher, or 1 GB PE\*** or higher.

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

## 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate.
6	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.

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10	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
12	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

## 2.2 Administrative responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
9	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer (Including proposed sub-contractor).
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

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**3. Method to be used to calculate points for specific goals**

<b>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</b>			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
<input checked="" type="checkbox"/> 3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDOSA) or CIPC (Company Registration) or CSD Report
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC

**4. Indicate the functionality criteria if applicable to this bid: *not applicable***

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Functionality criteria:	Weighting factor:
<b>Total</b>	<b>100 Points</b>

*(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)*

<b>Minimum functionality score to qualify for further evaluation:</b>	
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*(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)*

**insert motivation (if the provided space is not enough attach a memorandum)**

**5. BID EVALUATION METHOD**

This bid will be evaluated according to the 80/20 Preference points scoring system:

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system
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**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

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

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

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

## 6.1 Technical risks:

### Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

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

12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

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

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

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

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



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## 6.2 Commercial risks:

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

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

## 7. COLLECTION OF QUOTATION DOCUMENTS

Quotation documents are available for collection during working hours

Alternatively; quotation documents may be collected during working hours at the following address  
National Department of Public Works and Infrastructure, Customs House Bulding,  
Hereengracht Street, Cape Town, Room 942. A non-refundable bid deposit of R 0.00  
payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

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

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

Venue:	N/A		
Virtual meeting Link:	N/A		
Date:	N/A	Starting time:	N/A

## 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Akulule Ndonyana	<b>Telephone no:</b>	021 402 2419
<b>Cellular phone no:</b>	066 185 0223	<b>Fax no:</b>	
<b>E-mail:</b>	Akulule.Ndonyana@dpw.gov.za		

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**10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS**

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

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

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

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General          Department of Public Works and Infrastructure          Private Bag X 9027          Cape Town          8000</p> <p><b>Attention:</b>  <b>Procurement section: Room 942</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>National Department of Public Works and Infrastructure          Customs House Building          Lower Heerengracht Street          Ground Floor</p>
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**11. COMPILED BY:**

<p>Akulule Ndonyana</p>		<p>21/04/2023</p>
<p>Name of Project Manager</p>	<p>Signature</p>	<p>Date</p>

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

<b>Project title:</b>	<b>CAPE TOWN: TUYNHUYTS: REFURBISHMENT OF ROOM 101: COO'S OFFICE</b>		
<b>Tender / Quotation no:</b>	DPW 01/2023	<b>Reference no:</b>	DPW01/2023

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**CAPE TOWN: TUYNHUYTS: REFURBISHMENT OF ROOM 101: COO'S OFFICE**

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

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

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

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

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

.....

.....

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

**OR**

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

..

CSD supplier number:.....

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

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

Tender / Quotation no: DPW 01/2023

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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

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

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

**Tender / Quotation no:** DPW 01/2023

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

.....

.....

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

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

Tender / Quotation no: DPW 01/2023

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

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

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

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

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

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

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



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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
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15			
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19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

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

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

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

### RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

	Name	Capacity	Signature
1			
2			
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15			

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

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

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

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

**RESOLVED that:**

**RESOLVED that:**

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

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



# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: DPW 01/2023

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

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

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

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

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

**Tender no:** DPW 01/2023

**2. DECLARATION:**

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022



Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 Preference Points System to be applied**

*(Tick whichever is applicable).*

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

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

**1.3.1 Price; and**

**1.3.2 Specific Goals**

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) Or CSD Report Or CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	10	ID Copy Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			SANAS Accredited BBBEE Certificate or sworn affidavit where applicable  Or  CSD Report  Or  CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement  Or  Permission To Occupy from local chief in case of rural areas (PTO)  Or  Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy  Or  CSD Report  Or  CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate  Or  South African Social Security Agency (SASSA) registration  Or  National Council for Persons with Physical Disability in South Africa registration (NCPDASA)  Or  CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			Permission To Occupy from local chief in case of rural areas (PTO)  Or  Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy  Or  CSD Report  Or  CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>  OR  An EME or QSE or any entity which is at least 51% owned by <b>youth.</b>	2	Medical Certificate  Or  South African Social Security Agency (SASSA) registration  Or  National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)  ID Copy  Or  CSD Report  Or  CIPC (company registration)

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>  or 5. An EME or QSE or any entity which is at least 51% owned by <b>youth.*</b>  <b>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</b>	2	2          2		

**Note:** \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

Item No	Quantity	Rate	Amount
<p><b><u>BILL NO. 1</u></b></p>			
<p><b><u>PRELIMINARIES</u></b></p>			
<p><b><u>MEANING OF TERMS "TENDER / TENDERER"</u></b></p>			
<p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p>			
<p><b><u>PRELIMINARIES</u></b></p>			
<p>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".</p>			
<p><b><u>PRICING OF PRELIMINARIES</u></b></p>			
<p>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</p>			
<p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p>			
<p><b><u>SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT</u></b></p>			
<p><b><u>DEFINITIONS</u></b></p>			
<p>1 A1.0 DEFINITIONS AND INTERPRETATION</p>			
<p>Clause 1.0</p>			
<p>Clause 1.1 Definition of "Commencement Date" is added:</p>			
<p><b>Carried Forward</b></p>			
<p>Bill No. 1 PRELIMINARIES</p>			
			R

Brought Forward

R

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

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

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

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

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

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

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

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

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

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

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

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

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PRELIMINARIES



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R

"**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 "pre-paid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

OBJECTIVE AND PREPARATION

2 A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried Forward

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<p>3 A3.0 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with 14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement and Preliminaries</b> applicable to this contract on the <b>site</b>, to which the <b>employer, principal agent and agents</b> shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
<p>4 A4.0 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
<p>5 A5.0 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
<p>6 A6.0 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
Carried Forward		R
<p>Bill No. 1          PRELIMINARIES</p>		

	Brought Forward		R
7	<p>A7.0 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p><b>Note:</b> A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
8	<p>A8.0 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
9	<p>A9.0 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
10	<p>A10.0 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p>		
	<b>Carried Forward</b>		R
	<p>Bill No. 1                      PRELIMINARIES</p>		

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R

- (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**

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- (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 may result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

**10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and 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 me 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

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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 immoveable 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 movement, a 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) **calender 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 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: \_\_\_\_\_ Time: \_\_\_\_\_

Item

11 A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

12 A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

13 **A13.0 No Clause**

Item

14 A14.0 SECURITY

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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) **calender 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) **calender 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) **calender days** from **commencement date**

14.3.2 Within twenty-one (21) **calender days** of the day 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

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<p style="text-align: center;"><b>Brought Forward</b></p> <p>VAT), and refund the balance to the <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) <b>calender days</b> of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the <b>contract value</b> (excluding VAT) and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the <b>final payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calender days</b> from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction Guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calender days</b> of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment</b></p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1                  PRELIMINARIES</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last certificate of <b>practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calender days</b> of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8 (A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calender days</b> from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) <b>calender days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment</b></p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1                  PRELIMINARIES</p>		R	



Brought Forward		R
<p>certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this <b>agreement</b></p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2, the <b>employer</b>, in his sole discretion and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Bill No. 1          PRELIMINARIES</p>		R

Brought Forward

R

EXECUTION

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

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

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

16 A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

17 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: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried Forward

R

Bill No. 1  
 PRELIMINARIES

Brought Forward		R
18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value: _____ Time: _____	Item
19	A19.0 ASSIGNMENT Clause 19.0 Fixed: _____ Value: _____ Time: _____	Item
20	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 <b>nominated subcontractors</b> executing work allowed for under provisional sums Fixed: _____ Value: _____ Time: _____	Item
21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value: _____ Time: _____	Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value: _____ Time: _____	Item
23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

Brought Forward		R
<u>COMPLETION</u>		
24	A24.0 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value: _____ Time: _____	Item
25	A25.0 WORKS COMPLETION Clause 25.0 Fixed: _____ Value: _____ Time: _____	Item
26	A26.0 FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed: _____ Value: _____ Time: _____	Item
27	A27.0 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value: _____ Time: _____	Item
28	A28.0 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value: _____ Time: _____	Item
29	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: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

	Brought Forward		R
30	A30.0 PENALTY FOR NON-COMPLETION		
	Clause 30.0		
	Fixed: _____ Value: _____ Time: _____	Item	
	<u>PAYMENT</u>		
31	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:		
	<b>Alternative A</b>		
	31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:		
	31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>		
	31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>		
	31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6		
	31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>		
	<b>Alternative B</b>		
	31.8(B) Where <b>security</b> as a payment reduction in terms of 14.7 has been selected, the value of the <b>works</b>		
	<b>Carried Forward</b>		R
	Bill No. 1 PRELIMINARIES		

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R

in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

32 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: \_\_\_\_\_ Time: \_\_\_\_\_

Item

33 A33.0 RECOVERY OF EXPENSE AND LOSS

Clause 33.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

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34 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) calender days" with "twenty-one (21) calender days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

35 A35.0 PAYMENT TO OTHER PARTIES  
 Clause 35.0  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried Forward

R

Bill No. 1  
 PRELIMINARIES

Brought Forward

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CANCELLATION

36 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: \_\_\_\_\_ Time: \_\_\_\_\_

Item

Carried Forward

R

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 PRELIMINARIES



Brought Forward		R
37	<p>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
38	<p>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
Carried Forward		R
<p>Bill No. 1                  PRELIMINARIES</p>		

Brought Forward		R
39	<p>A39.0 CANCELLATION - CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) <b>working days</b> of completion of such a report"</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>DISPUTE</u></p>	Item
40	<p>A40.0 DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p>	Item
41	<p>A41.0 STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
Carried Forward		R
<p>Bill No. 1          PRELIMINARIES</p>		

Brought Forward		R
<u>CONTRACT VARIABLES</u>		
42	THE SCHEDULE (DPW-04EC)  Clause 42.0  Tenderers are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract	Item
<u>SECTION B - JBCC PRELIMINARIES</u>		
<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
43	B1.1 Definition 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: _____ Time: _____	Item
<u>B2.0 DOCUMENTS</u>		
44	B2.1 Checking of documents  Fixed: _____ Value: _____ Time: _____	Item
45	B2.2 Provisional bills of quantities <b>YES</b>  Fixed: _____ Value: _____ Time: _____	Item
46	B2.3 Availability of construction documentation  Fixed: _____ Value: _____ Time: _____	Item
47	B2.4 Interest of agents  Fixed: _____ Value: _____ Time: _____	Item
48	B2.5 Priced documents  Fixed: _____ Value: _____ Time: _____	Item
49	B2.6 Tender submission  Clause 2.6 is amended by replacing "JBCC Form of Tender" with "PA32"  Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

		Brought Forward		R
	<u>B3.0 THE SITE</u>			
50	B3.1 Defined works area			
	Fixed: _____ Value: _____ Time: _____		Item	
51	B3.2 Geotechnical investigation			
	Fixed: _____ Value: _____ Time: _____		Item	
52	B3.3 Inspection of the site			
	Fixed: _____ Value: _____ Time: _____		Item	
	No claims for extras arising from the contractor having failed to comply with this clause will be entertained			
53	B3.4 Existing premises occupied			
	Fixed: _____ Value: _____ Time: _____		Item	
54	B3.5 Previous work - dimensional accuracy			
	Fixed: _____ Value: _____ Time: _____		Item	
55	B3.6 Previous work - defects			
	Fixed: _____ Value: _____ Time: _____		Item	
56	B3.7 Services - known			
	Fixed: _____ Value: _____ Time: _____		Item	
57	B3.8 Services - unknown			
	Fixed: _____ Value: _____ Time: _____		Item	
58	B3.9 Protection of trees			
	Fixed: _____ Value: _____ Time: _____		Item	
59	B3.10 Articles of value			
	Fixed: _____ Value: _____ Time: _____		Item	
60	B3.11 Inspection of adjoining properties			
	Fixed: _____ Value: _____ Time: _____		Item	
		Carried Forward		R
	Bill No. 1 PRELIMINARIES			

Brought Forward			R
<u>B4.0 MANAGEMENT OF CONTRACT</u>			
61	B4.1 Management of the works Fixed: _____ Value: _____ Time: _____	Item	
62	B4.2 Programme for the works Fixed: _____ Value: _____ Time: _____	Item	
63	B4.3 Progress meetings Fixed: _____ Value: _____ Time: _____	Item	
64	B4.4 Technical meetings Fixed: _____ Value: _____ Time: _____	Item	
65	B4.5 Labour and plant records Fixed: _____ Value: _____ Time: _____	Item	
<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>			
66	B5.1 Samples of materials Fixed: _____ Value: _____ Time: _____	Item	
67	B5.2 Workmanship samples Fixed: _____ Value: _____ Time: _____	Item	
68	B5.3 Shop drawings Fixed: _____ Value: _____ Time: _____	Item	
69	B5.4 Compliance with manufacturers' instructions Fixed: _____ Value: _____ Time: _____	Item	
<u>B6.0 TEMPORARY WORKS AND PLANT</u>			
70	B6.1 Deposits and fees Fixed: _____ Value: _____ Time: _____	Item	
Carried Forward			R
Bill No. 1 PRELIMINARIES			

		Brought Forward		R
71	B6.2 Enclosure of the works			
	Fixed: _____ Value: _____ Time: _____		Item	
72	B6.3 Advertising			
	Fixed: _____ Value: _____ Time: _____		Item	
73	B6.4 Plant, equipment , sheds and offices			
	Fixed: _____ Value: _____ Time: _____		Item	
74	B6.5 Main notice board			
	Fixed: _____ Value: _____ Time: _____		Item	
75	B6.6 Subcontractors notice board			
	Fixed: _____ Value: _____ Time: _____		Item	
	<u>B7.0 TEMPORARY SERVICES</u>			
76	B7.1 Location			
	Fixed: _____ Value: _____ Time: _____		Item	
77	B7.2 Water			
	Fixed: _____ Value: _____ Time: _____		Item	
78	B7.3 Electricity			
	Fixed: _____ Value: _____ Time: _____		Item	
79	B7.4 Telecommunication facilities			
	Fixed: _____ Value: _____ Time: _____		Item	
80	B7.5 Ablution facilities			
	Fixed: _____ Value: _____ Time: _____		Item	
	<u>B8.0 PRIME COST AMOUNTS</u>			
81	B8.1 Responsibility for prime cost amounts			
	Fixed: _____ Value: _____ Time: _____		Item	
		Carried Forward		R
	Bill No. 1 PRELIMINARIES			

Brought Forward		R
<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>		
82	B9.1 General attendance Fixed: _____ Value: _____ Time: _____	Item
83	B9.2 Special attendance Fixed: _____ Value: _____ Time: _____	Item
84	B9.3 Commissioning - fuel, water and power Fixed: _____ Value: _____ Time: _____	Item
<u>B10.0 FINANCIAL ASPECTS</u>		
85	B10.1 Statutory taxes, duties and levies Fixed: _____ Value: _____ Time: _____	Item
86	B10.2 Payment of preliminaries Fixed: _____ Value: _____ Time: _____	Item
87	B10.3 Adjustment of preliminaries  Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> " with "when submitting his priced <b>bills of quantities / lump sum document</b> " Fixed: _____ Value: _____ Time: _____	Item
88	B10.4 Payment certificate cash flow Fixed: _____ Value: _____ Time: _____	Item
<u>B11 GENERAL</u>		
89	B11.1 Protection of the works Fixed: _____ Value: _____ Time: _____	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

Brought Forward			R
90	B11.2 Protection/isolation of existing/sectionally occupied works Fixed: _____ Value: _____ Time: _____	Item	
91	B11.3 Security of the works Fixed: _____ Value: _____ Time: _____	Item	
92	B11.4 Notice before covering work Fixed: _____ Value: _____ Time: _____	Item	
93	B11.5 Disturbance Fixed: _____ Value: _____ Time: _____	Item	
94	B11.6 Environmental disturbance Fixed: _____ Value: _____ Time: _____	Item	
95	B11.7 Works cleaning and clearing Fixed: _____ Value: _____ Time: _____	Item	
96	B11.8 Vermin Fixed: _____ Value: _____ Time: _____	Item	
97	B11.9 Overhand work Fixed: _____ Value: _____ Time: _____	Item	
98	B11.10 Instruction manuals and guarantees Fixed: _____ Value: _____ Time: _____	Item	
99	B11.11 As built information Fixed: _____ Value: _____ Time: _____	Item	
100	B11.12 Tenant installations Fixed: _____ Value: _____ Time: _____	Item	
Carried Forward			R
Bill No. 1 PRELIMINARIES			



	Brought Forward		R	
	<p><b>B12 SCHEDULE OF VARIABLES</b></p>			
101	<p>B12.1 Schedule of variables</p>			
	<p>This <b>schedule</b> 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 <b>Preliminaries</b>.</p>			
	<p>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 <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>			
	<p>Fixed: _____ Value: _____ Time: _____</p>	Item		
	<p><b>12.1 PRE-TENDER INFORMATION</b></p>			
	<p><b>12.1.1 Provisional bills of quantities</b>                  [2.2] The quantities are provisional YES</p>			
	<p><b>12.1.2 Availability of construction documentation</b>                  [2.3] Construction documentation is complete YES</p>			
	<p><b>12.1.3 Interests of agents</b>                  [2.4] Details: The professional team has no financial interest in this contract</p>			
	<p><b>12.1.4 Defined works area</b>                  [3.1] The works area is confined to Prestige, Parliament, Tuynhuys office 101</p>			
	<p><b>12.1.5 Geotechnical investigation</b>                  [3.2] Details: No Geotechnical investigation was carried out.</p>			
	<p><b>12.1.6 Existing premises occupied</b>                  [3.4] Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.</p>			
	<p><b>12.1.7 Previous work - dimensional accuracy</b>                  [3.5] Details: The accuracy of the existing building work is accepted</p>			
	<p>Carried Forward</p>		R	
	<p>Bill No. 1                  PRELIMINARIES</p>			

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>12.1.8 Previous work - defects</b>                  [3.6] Details: The defects are accepted</p> <p><b>12.1.9 Service - known</b>                  [3.7] Details: The services that are known and can be pointed out to the succesful tenderer at the Site Handover Meeting</p> <p><b>12.1.10 Protection of trees</b>                  [3.9] Specific requirements: The removal of trees have been measured</p> <p><b>12.1.11 Inspection of adjoining properties</b>                  [3.11] Specific requirements: None</p> <p><b>12.1.12 Enclosure of the works</b>                  [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of public and staff during all hours</p> <p><b>12.1.13 Offices</b>                  [6.4.3] Specific requirements: The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Bill No. 1                  PRELIMINARIES</p>		R	

Brought Forward		R
<p>12.1.14 <b>Main notice board</b>                      [6.5] Specific requirements:</p> <p>The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.</p> <p>The notice board for the EPWP is also to be erected in accordance with the forgoing board.</p>	<p>N/A</p>	
<p>12.1.15 <b>Subcontractors notice board</b>                      [6.6] A notice board is required                      Specific requirements:</p>	<p>NO</p>	
<p>12.1.16 <b>Water</b>                      [7.2] Option A (by <b>contractor</b>)                       Option B (by <b>employer</b> - free of charge)                       Option C (by <b>employer</b> - metered)</p>	<p>YES  NO  NO</p>	
<p>12.1.17 <b>Electricity</b>                      [7.3] Option A (by <b>contractor</b>)                       Option B (by <b>employer</b> - free of charge)                       Option C (by <b>employer</b> - metered)</p>	<p>YES  NO  NO</p>	
<p>12.1.18 <b>Telecommunications</b>                      [7.4] Telephone                       Facsimile                       E-mail</p>	<p>YES  NO  YES</p>	
<p>Carried Forward</p>		<p>R</p>
<p>Bill No. 1                      PRELIMINARIES</p>		

Brought Forward		R
<b>12.1.19 Ablution facilities</b>		
[7.5] Option A (by contractor)	YES	
Option B (by employer)	NO	
<b>12.1.20 Protection of existing/sectionally occupied works</b>		
[11.2] Protection is required	YES	
<b>12.1.21 Special attendance</b>		
[9.2] Subcontractor (1) details:	N/A	
Subcontractor (2) details:	N/A	
Subcontractor (3) details:	N/A	
Subcontractor (4) details:	N/A	
<b>12.1.22 Protection of the works</b>		
[11.1] Specific requirements:		
<b>12.1.23 Disturbance</b>		
[11.5] Specific requirements:		
The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
<b>12.1.24 Environmental disturbance</b>		
[11.6] Specific requirements:	NONE	
<b>12.2 POST-TENDER INFORMATION</b>		
<b>12.2.1 Payment of preliminaries</b>		
[10.2] Option A (prorated) yes/no		
Option B (calculated) yes/no		
<b>12.2.2 Adjustment of preliminaries</b>		
[10.3] Option A (three categories) yes/no		
Option B (detailed breakdown) yes/no		
<b>12.2.3 Additional agreed preliminaries items</b>		
Details:		
Carried Forward		R
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R

**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

102 C1 CONTRACT DRAWINGS

The drawings issued with this 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: \_\_\_\_\_ Time: \_\_\_\_\_

Item

103 C2 PREAMBLES

The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za> under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and **bills of quantities**.

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

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104	<p><b>C3 TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the <b>bills of quantities</b>, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
105	<p><b>C4 IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
106	<p><b>C5 VIEWING THE SITE IN SECURITY AREAS</b></p> <p>The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer of the South African Police to obtain permission to enter the <b>site</b> for tendering purposes</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
Carried Forward		R
<p>Bill No. 1                  PRELIMINARIES</p>		

Brought Forward		R
107	<p><b>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
108	<p><b>C7 ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
109	<p><b>C8 SECURITY CHECK OF PERSONNEL</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
Carried Forward		R
Bill No. 1 PRELIMINARIES		

Brought Forward		R
110	<p>C9 PROHIBITION ON TAKING PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>C10 HIV/AIDS AWARENESS <span style="float: right;">N/A</span></p> <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities</b>. 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 regards shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>	Item
111	<p>C10.1 AWARENESS CHAMPION <span style="float: right;">N/A</span></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
Carried Forward		R
<p>Bill No. 1                  PRELIMINARIES</p>		



Brought Forward		R
112	<p>C10.2 AWARENESS WORKSHOPS <span style="float: right;">N/A</span></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
113	<p>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.  N/A</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>contract period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
114	<p>C10.4 ACCESS TO CONDOMS  N/A</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
115	<p>C10.5 MONITORING <span style="float: right;">N/A</span></p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
116	<p>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>C11.1 OCCUPATIONAL HEALTH AND SAFETY ACT</p>	
Carried Forward		R
<p>Bill No. 1          PRELIMINARIES</p>		

**Brought Forward**

R

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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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

Preparation of the Contractor's site specific Health and Safety Plan

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

**Provision of Personal Protective Equipment (PPE)**

**Carried Forward**

R

Bill No. 1  
 PRELIMINARIES

<b>Brought Forward</b>		R
(a) Reflective vests	No	
Fixed: _____ Value: _____ Time: _____		
(b) Hard hats	No	
Fixed: _____ Value: _____ Time: _____		
(c) Protective foot wear	No	
Fixed: _____ Value: _____ Time: _____		
(d) Earplugs	No	
Fixed: _____ Value: _____ Time: _____		
(e) Dust masks	No	
Fixed: _____ Value: _____ Time: _____		
(f) Gloves	No	
Fixed: _____ Value: _____ Time: _____		
(g) High visibility overalls to SARTSM Chapter 13 Level 3	No	
Fixed: _____ Value: _____ Time: _____		
(h) Ear Defenders SABS Approved	No	
Fixed: _____ Value: _____ Time: _____		
Provision of a full time Construction Health and Safety Officer		
Fixed: _____ Value: _____ Time: _____		
<b>Cost of Medical Certificates and Medical Surveillance</b>		
(a) Initial baseline medical examinations	No	
<b>Carried Forward</b>		R
Bill No. 1 PRELIMINARIES		

<b>Brought Forward</b>	<b>R</b>
Fixed: _____ Value: _____ Time: _____	
(b) Periodic and exit examinations <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
Induction Training <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
<b>Environmental Monitoring</b>	
(a) Air Sampling insitu <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
(b) Analysing Samples <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
(c) Tests on Workers <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
<b>Noise Monitoring per item of equipment or plant</b>	
(a) Establishing of noise zones (plant) <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
(b) Audiograms (personnel) <span style="float: right;">No</span>	
Fixed: _____ Value: _____ Time: _____	
Provision of First Aid Boxes to GSR requirements <span style="float: right;">No 1</span>	
Fixed: _____ Value: _____ Time: _____	
Submission of a Health and Safety File in electronic format <span style="float: right;">Item 1</span>	
<b>Carried Forward</b>	<b>R</b>

		Brought Forward		R
117		Fixed: _____ Value: _____ Time: _____	Item	
	<b>C11.2 COVID HEALTH AND SAFETY REQUIREMENTS</b>			
	Hazard Identification and risk assessment specific to the COVID-19 Pandemic and other adjustments to ensure compliance for the assignment (The contractor should price the number of items to be used on site during the construction period e.g. no. of face masks, face shields, etc.)		Item 1	
		Fixed: _____ Value: _____ Time: _____		
	Signage- COVID-19 related		Item 1	
		Fixed: _____ Value: _____ Time: _____		
	Covid 19 clearance certificate		No	
		Fixed: _____ Value: _____ Time: _____		
	Dialy Logbook and screening for Covid		No	
		Fixed: _____ Value: _____ Time: _____		
	<b>Provision of Personal Protective Equipment (PPE) COVID-19 (Note: when contractor price these items reference to be made to National Treasury price list)</b>			
	(a) Face Mask for COVID-19 (Contractor to insert the quantity based on the contractor's own requirements)		No	
		Fixed: _____ Value: _____ Time: _____		
	(c) Medical graded face shields (Contractor to insert the quantity based on the contractor's own requirements)		No	
		Fixed: _____ Value: _____ Time: _____		
	(d) Non contact thermometers (Contractor to insert the quantity based on the contractor's own requirements)		No	
		Fixed: _____ Value: _____ Time: _____		
		<b>Carried Forward</b>		<b>R</b>
	Bill No. 1 PRELIMINARIES			

		Brought Forward	R
	<p>(e) 70% Alcohol SABS Approved Hand Sanitiser-500ml <b>not cleaning detergents</b> (Contractor to insert the quantity based on the contractor's own requirements)</p> <p style="text-align: right;">No</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
	<p>(f) Foot operated hand sanitiser dispenser (Contractor to insert the quantity based on the contractor's own requirements)</p> <p style="text-align: right;">No</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
	<p>(g) COVID-19 Waste Bins (Contractor to insert the quantity based on the contractor's own requirements)</p> <p style="text-align: right;">No</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
	Item		
118	<p>C12 COMMUNITY LIAISON OFFICER (CLO)  <b>N/A</b></p> <p>The contractor shall employ a Community Liaison Officer (CLO) for the full duration of the contract. An amount of R_____.00 (_____ thousand rand) per month is allowed for in this item as remuneration of the CLO</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	Not Priced
		Carried Forward	R
	<p>Bill No. 1                  PRELIMINARIES</p>		

	Brought Forward		R	
119	<p><b>C13 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) N/A</b></p> <p>The <b>contractor</b> shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Works for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The <b>contractor</b> shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the <b>principal agent</b> within 28 calendar days</p> <p>The <b>contractor</b> shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the <b>principal agent</b> in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item		
	<b>Carried Forward</b>		R	
	<p>Bill No. 1                      PRELIMINARIES</p>			

120	Brought Forward	R
<p>C14 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)  <b>N/A</b></p> <p>The <b>contractor</b> shall comply with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these <b>bills of quantities</b></p> <p>The <b>contractor</b> shall liaise and co-ordinate with the <b>employer</b> and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p> <p>The <b>contractor</b> shall avail the services of an adequately qualified foreman specifically for the EPWP- NYP youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to re-measurement, have been included elsewhere in these <b>bills of quantities</b> to cover the direct costs associated with the employment and training of youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	R
<p>Bill No. 1                  PRELIMINARIES</p>	Carried Forward	





	Brought Forward		R	
122	<p>C16 USE OF LOCAL BUILDING MATERIALS</p> <p>Preference shall be given to the supply of materials produced or manufactured in the Western Cape Province, and provided that:</p> <p>(a) Such materials comply in all respects with the specific requirements of PW371                      (b) The availability of such materials shall not adversely affect the desired progress of the specific works                      (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof                      (d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site                      (e) Material of at least 20% of the contract value to be sourced from within 400km of the project site</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>			
	<p>Carried to Summary</p>			
	<p>Bill No. 1                      PRELIMINARIES</p>			

Item No	BILL NO. 2	Quantity	Rate	Amount
	<b><u>ALTERATIONS</u></b>			
	<i>Tenderers are advised to study Departmental Specification PW 371</i>			
	<b><u>REMOVAL OF EXISTING WORK</u></b>			
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings (new floor finish elsewhere):</u>			
1	Carpet floor covering	m2	45	
	<u>Taking up and removing curtain tracks</u>			
2	1400mm Long curtain tracks	No	2	
	<u>Taking out and removing sundry joinery work, fittings, etc</u>			
3	Timber skirtings	m	27	
	<u>Hacking up/off and removing plaster, etc from brickwork and preparing surfaces for new plaster, paintwork finish (elsewhere measured):</u>			
4	Internal plaster from wall	m2	23	
	<b><u>ALTERATIONS, SERVICING AND REPAIRWORK TO EXISTING CEILINGS, DOORS, FRAMES AND WINDOWS</u></b>			
	<b><u>REPAIRS TO RHINOBOARD CEILING</u></b>			
	<u>Repair cracks in ceilings with 48mm rhino tape and rhino glide</u>			
5	Ceiling	m	50	
	<b>Carried Forward</b>			R
	Bill No. 2 ALTERATIONS			

Brought Forward			R
<b><u>SERVICING OF EXISTING TIMBER DOORS, FRAMES AND IRONMONGERY</u></b>			
<u>Servicing of existing timber doors and frames, etc including re-aligning frames, panels, etc and refixing loose joints, etc complete (paintwork measured elsewhere):</u>			
6	Servicing double internal door with glass fanlight and frame, size 1490 x 2500mm high	No	1
<u>Carefully taking off and setting aside for re-use existing door ironmongery as described from timber door and cataloguing and servicing as necessary including replacing of damaged or missing screws, nuts, etc complete, later refixing in original position and leave in perfect working order:</u>			
7	Hinges	No	6
8	Handle	Pairs	2
9	Lock	No	1
10	Plate with two words	No	1
11	Plate with three numerals	No	1
<b><u>SERVICING OF EXISTING TIMBER WINDOWS, FRAMES AND IRONMONGERY</u></b>			
<u>Servicing of existing timber paned sash windows and frames, etc including re-aligning frames, panels, etc and refixing loose joints, etc complete (paintwork measured elsewhere):</u>			
12	Window size 1110 x 1710mm high	No	2
<u>Carefully taking off and setting aside for re-use existing window ironmongery as described from windows and cataloguing and servicing as necessary including replacing of damaged or missing screws, nuts, etc complete, later refixing in original position and leave in perfect working order:</u>			
13	Hinges	No	4
Carried Forward			R
Bill No. 2 ALTERATIONS			

		Brought Forward		R
14	Handle	No	2	
	<b><u>TEMPORARY RELOCATION OF FURNITURE AND EQUIPMENT</u></b>			
15	Allow for moving and temporary storage of furniture and equipment, including curtains, blinds, furnishings etc. Once work in the designated area is completed then furniture, equipment, etc. is to be put back into its original position.		Item	
		<b>Carried to Summary</b>		R
Bill No. 2 ALTERATIONS				

Item No	<u>BILL NO. 3</u>	Quantity	Rate	Amount
	<u>WATERPROOFING</u>			
	Tenderers are advised to study Departmental Specification PW 371			
	<u>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</u>			
	<u>Silicone sealant, etc:</u>			
1	10 x 10mm Sealant between timber frames and brickwork	m	17	
	<b>Carried to Summary</b>			R
	Bill No. 3 WATERPROOFING			

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 4</u></b>			
	<b><u>CARPENTRY AND JOINERY</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>Joinery:</u></b>			
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc			
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes			
	<b><u>Fixing</u></b>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete			
	<b><u>SKIRTINGS</u></b>			
	<u>Wrought meranti</u>			
1	18 x 260mm High profiled hardwood skirtings to match existing	m	27	
2	18 x 90mm High profiled hardwood skirtings set sloping nailed to wood and brickwork	m	27	
	<b>Carried to Summary</b>		R	
	Bill No. 4 CARPENTRY AND JOINERY			

Item No		Quantity	Rate	Amount
	<p><b><u>BILL NO. 5</u></b></p> <p><b><u>FLOOR COVERINGS, WALL LININGS, ETC</u></b></p> <p><i>Tenderers are advised to study Departmental Specification PW 371</i></p> <p><u>Fixing</u></p> <p>Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc</p> <p><b><u>FLOOR COVERINGS</u></b></p> <p><u>9.5mm "Belgotex" or similar approved 100% Stainproof SDX (Solution Dyed Nylon) checkered pattern woven pile carpeting including felt underlay etc</u></p>			
1	On floors	m2	45	
	<p><b><u>SUNDRIES</u></b></p> <p><u>Stainless steel trims, strips, etc:</u></p>			
2	5 x 12mm Square edge diving strips between different floor finishes	m	1	
	<p><u>Aluminium trims, strips, etc:</u></p>			
3	"M-trim"38mm aluminium tile to carpet cover	m	1	
	<b>Carried to Summary</b>			
	Bill No. 5 FLOOR COVERING, WALL LININGS,ETC			R



Item No	<u>BILL NO. 6</u>	Quantity	Rate	Amount
	<b><u>IRONMONGERY</u></b>			
	Tenderers are advised to study Departmental Specification PW 371			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<b><u>Finishes to ironmongery</u></b>			
	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 SD Sanded			
	<b><u>PELMETS AND CURTAIN TRACKS</u></b>			
	<b><u>Aluminium</u></b>			
1	Heavy duty curtain tracks including drapery pull rods etc mounted to ceiling installed complete (reference ASIN B08F1XQDF7)	No	2	
	<b><u>SUNDRIES</u></b>			
	<b><u>Brass</u></b>			
2	Double coat hook	No	2	
	<b><u>LETTERS, NAMEPLATES, ETC</u></b>			
	<b><u>"Union ASSA ABLOY" or similar approved:</u></b>			
3	"Ref.9002AS" Door stop, plugged	No	2	
	<b>Carried to Summary</b>			R
	Bill No. 6 IRONMONGERY			



Item No	BILL NO. 8	Quantity	Rate	Amount
	<p><b><u>PAINTWORK</u></b></p> <p>Tenderers are advised to study Departmental Specification PW 371</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><b><u>Previously painted plastered surfaces</u></b></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><b><u>Previously painted metal surfaces</u></b></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p><b><u>Previously painted wood surfaces</u></b></p> <p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b></p> <p><b><u>SABS approved paint applied in accordance with manufacturer's instructions:</u></b></p> <p><b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b></p> <p><u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use, on work in poor condition:</u></p>			
1	Walls	m2	23	
	<b>Carried Forward</b>			R
	Bill No. 8 PAINTWORK			

Brought Forward			R
<b><u>PAINTWORK ETC TO PREVIOUS PAINTED WORK</u></b>			
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>			
<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use, on work in poor condition:</u>			
2	Walls	m2	85
<b><u>ON PLASTERBOARD SURFACES</u></b>			
<u>One coat alkali resistant primer and two coats PVA emulsion paint, on:</u>			
3	Ceilings and cornices including 65mm wide timber strips	m2	45
<b><u>ON WOOD SURFACES</u></b>			
<u>Two coats oil wood primer, on:</u>			
4	Backs of frames, linings, etc not exceeding 300mm wide	m	206
<b><u>One coat primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition:</u></b>			
5	Doors	m2	8
6	Door frames	m2	1
7	Windows, sash doors and fanlights	m2	8
8	Skirting, rails, etc not exceeding 300mm girth	m	152
9	Skirting, rails, etc exceeding 300mm girth	m	54
10	Window sills	m2	1
<b>Carried to Summary</b>			R
Bill No. 8 PAINTWORK			

PARLIAMENTARY PRECINCT: TUYNHUY  
REQUEST TO REFURBISH: OFFICE OF COO: ROOM 101

Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 9</u></b>			
	<b><u>ELECTRICAL WORK</u></b>			
	<i>Tenderers are advised to study Departmental Specification PW 371</i>			
	<b><u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u></b>			
	<u>Supply and Install Switches, etc complete with cover plates fixed to flush boxes</u>			
1	16A Flush mounted one lever one-way switch	No	1	
2	16A Flush mounted four lever one-way switch	No	1	
3	16A Single switched 3pin socket with single switched slimline 2pin socket outlet SANS 164 - 1 & 2	No	4	
4	16A Double pin surface mounted industrial type socket outlet	No	4	
	<b><u>GENERAL LIGHTING AND POWER</u></b>			
	<u>Supply and Install:</u>			
5	Fluorescent LED Tubes 1,2mm long	No	30	
6	40 x 2400 mm PVC diffusers to be cleaned	No	12	
7	40 x 1200 mm PVC diffusers to be cleaned	No	12	
8	New fluorescent starter ballast	No	15	
	<b><u>SUNDRIES</u></b>			
9	Allow for provisional sum of <b>R22,210.86 (Twenty Two Thousand Two Hundred and Ten and Eighty Six rands)</b> for any unscheduled electrical work discovered during construction		Item	22,210.86
10	All for profit		%	
11	Allow for attendance		%	
	<b>Carried to Summary</b>		R	
	Bill No. 9 ELECTRICAL WORK			

Item No	Quantity	Rate	Amount
<b><u>BILL NO. 10</u></b>			
<i>Tenderers are advised to study Departmental Specification PW 371</i>			
<b><u>MECHANICAL INSTALLATION</u></b>			
1	Item		11,105.43
2	All for profit	%	
3	Allow for attendance	%	
<b>Carried to Summary</b>			R
Bill No. 10 PROVISIONAL SUMS			

PARLIAMENTARY PRECINCT: TUYNHUY  
 REQUEST TO REFURBISH: OFFICE OF COO: ROOM 101

Bill No	FINAL SUMMARY	Page No	Amount
1	PRELIMINARIES	45	
2	ALTERATIONS	48	
3	WATERPROOFING	49	
4	CARPENTRY AND JOINERY	50	
5	FLOOR COVERING, WALL LININGS, ETC	51	
6	IRONMONGERY	52	
7	PLASTERING	53	
8	PAINTWORK	55	
9	ELECTRICAL WORK	56	
10	PROVISIONAL SUMS	57	
	SUB-TOTAL		R
	VALUE ADDED TAX (15%)		R
<b>Total Carried Forward to DPW07 (EC)</b>			R

## **Western Cape**

**Cape Town: Parliamentary Precinct: Tuynhuys  
Request to Refurbish Office of COO: Room 101**

## **Health and Safety Specification**



**OCCUPATIONAL HEALTH**

**AND**

**SAFETY ACT**

**AND**

**REGULATIONS**

**PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Background to the Pre-Construction Health and Safety Specification**

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
  - A detailed Site Health and Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
  - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolver of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from

any legal obligation imposed on him or her.

## **1.2 Purpose of the Pre-Construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

## **1.3 Implementation of the Pre-Construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

## **2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### **2.1 SCOPE**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

### **2.2 Contractual Issues**

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.

- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

### **2.3 Safety, Health and Environmental Standards and Procedures**

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

### **2.4 Interpretations**

#### **2.4.1 APPLICATION**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### **2.4.2 DEFINITIONS**

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

### **2.5 Minimum Administrative Requirements**

#### **2.5.1 Notification of Intention to Commence Construction Work**

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any

### **2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.**

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

### **2.5.3 Competency of Contractor's Appointed Competent Persons**

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

### **2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)**

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor

- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

#### **2.5.5 Occupational Health and Safety Policy**

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

#### **2.5.6 Health and Safety Organogram**

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons for both sites.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

#### **2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis**

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.



- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

#### **2.5.8 Health and Safety Representative(s)**

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

#### **2.5.9 Health and Safety Committees**

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

#### **2.5.10 Health and Safety Training**

##### **2.5.10.1 Induction**

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**

- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted area's and so on.

#### 2.5.10.2 **Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

#### 2.5.10.3 **Competency**

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

#### **2.5.11 General Record Keeping**

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) Each site will have a health and safety file on site at all times as the risk at the sites may differ from each other.
- 3) Copy of medical certificate of fitness of all workers of contractor on site must be on health and safety file.
- 4) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor

opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

#### **2.5.12 Health and Safety Audits, Monitoring and Reporting**

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

#### **2.5.13 Emergency Procedures/Plans**

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
  - List of key competent personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of

monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

#### **2.5.14 First Aid Boxes and First Aid Equipment**

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

#### **2.5.15 Accident / Incident Reporting and Investigation**

- 1) Injuries are to be categorized into the following categories:
  - 1) first aid;
  - 2) medical;
  - 3) disabling; and
  - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the



Department of Labour.

- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

#### **2.5.16 Hazards and Potential Situations**

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

#### **2.5.17 Personal Protective Equipment (PPE) and Clothing**

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.

- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

#### **2.5.18 Occupational Health and Safety OHS Signage**

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

#### **2.5.19 Permits**

- 1) The Contractor shall draft and implement where required permits which may include the following:
  - Use of Explosives and Blasting;
  - Work for which a fall prevention plan is required;

- Use of cradles, and
  - Electrical work
  - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

## **2.6 Physical Requirements**

### **2.6.1 Demolition Work**

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

### **2.6.2 Excavations, Shoring, Dewatering or Drainage**

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

### **2.6.3 Edge Protection.**

- 1) All open edges posing the risk of resulting in injuries or damage



to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

#### **2.6.4 Explosives and Blasting**

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

#### **2.6.5 Stacking of Materials**

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

#### **2.6.6 Speed Restrictions and Protections**

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

#### **2.6.7 Hazardous Chemical Substances (HCS)**

- 1) All employees required to use Hazardous Chemical Substances

or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.

- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

### **2.6.8 Asbestos**

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Abatement Regulations by an approved Asbestos Contractor.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Abatement Regulations as published in Government Gazette November 2020, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Abatement Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

## **2.7 Plant and Machinery**

### **2.7.1 Construction Plant**

- 1) All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 2) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 3) Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 4) Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

### **2.7.2 Vessels under Pressure (VUP)**

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

### **2.7.3 Fire Extinguishers and Fire Fighting Equipment**

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

### **2.7.4 Hired Plant and Machinery**

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

### **2.7.5 Scaffolding / Working at Heights**

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

### **2.7.6 Formwork and Support Work for Structures**

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are

adhered to.

- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

### **2.7.7 Lifting Machines and Tackle**

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
  - All lifting machinery and tackle has a safe working load clearly indicated;
  - Regular inspection and servicing is carried out;
  - Records are kept of inspections and of service certificates;
  - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
  - The tower crane bases have been approved by an engineer;
  - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

### **2.7.8 Ladders and Ladder Work**

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

### **2.7.9 General Machinery**

The Contractor shall ensure compliance 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 who use machinery.

### **2.7.10 Portable Electrical Tools and Explosive Powered Tools**

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
  - A competent person undertakes routine inspections and records are kept.
  - Only authorized trained persons use the tools.
  - The safe working procedures apply.
  - Awareness training is carried out and compliance is enforced at all times.
  - PPE and clothing is provided and maintained.
  - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
  - That signs are posted up in the areas where explosive powered tools are being used.

#### **2.7.11 High Voltage Electrical Equipment**

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

#### **2.7.12 Public and Site Visitor Health and Safety**

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Areas/sidewalks used by public must be properly fenced off and sufficient signage provided
- 3) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

#### **2.7.13 Night Work**

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### **2.7.14 Transportation of Workers**

- 1) The Contractor and shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
  - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
  - Permit workers to stand or sit on the edge of the transporting vehicle.
  - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
  - 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
  - 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
  - 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
  - 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
  - 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
  - 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
  - 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
    - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
    - Right of way must be afforded to earth moving machinery at all times.
    - Vehicles must only be permitted to park where possible in designated areas

## **2.8 Occupational Health and Environmental Management.**

### **2.8.1 Occupational Hygiene**

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

### **2.8.2 Environmental Management**

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

### **2.8.3 Welfare Facilities**

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).

- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

#### **2.8.4 Alcohol and other Drugs**

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

#### **2.9 Lifts, Escalator & Passenger Conveyers.**

- 1) All work shall be carried out as per the Lift, Escalator & Passenger Conveyer Regulations of 2009.
- 2) No person shall install or permit the installation of a new lift, escalator or passenger conveyer unless – (a) that person has submitted a completed form in the form of Annexure 1 to the relevant provincial director who shall allocate an official number to the lift, escalator or conveyer.





## ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

<b>HSS Item No.</b>	<b>Requirement</b>	<b>OHSA Requirement</b>	<b>Submission Date</b>
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

## ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

<b>Appointment</b>	<b>OHSA Reference</b>	<b>Requirement abbreviated</b>
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> <li>• Members of the H&amp;S Committee</li> </ul>
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work

Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

## OTHER REQUIREMENTS

### ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client &amp; date</b>
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations</li> <li>• Non conformances by employees &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slings</li> </ul>	

<b>What</b>	<b>When</b>	<b>Output</b>	<b>Accepted by Client &amp; date</b>
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

## ANNEXURE D

### Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements (Where necessary) have to be developed by the Principal Contractor.

- Working with cement and lime products
- Dust
- Brick work.
- Demolition work
- Creating openings in walls
- Painting
- Metal/Steel work
- Exposure to noise
- Tile work, water closet pan etc.
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling.
- Stacking and storage
- Lifting and lowering operations.
- Use of Potable electrical Equipment
  - Angle grinder
  - Jack Hammers
  - Drilling Machine
  - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical work
- Construction vehicles and plant
- Working in the vicinity of the public and staff of the client
- Working at heights
- Installation of lift

**NOTE:**

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

**NB:-**

**Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification**



## Electrical Specification for Tuynhuys Room 101

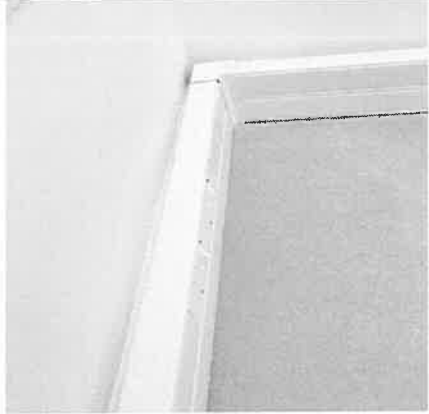

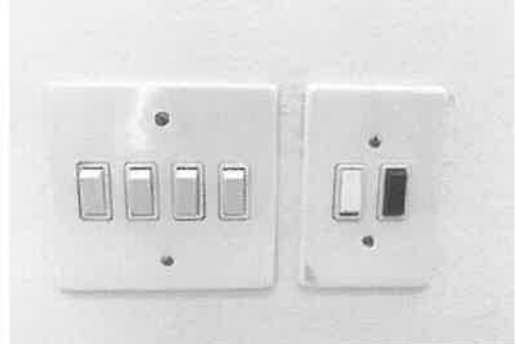
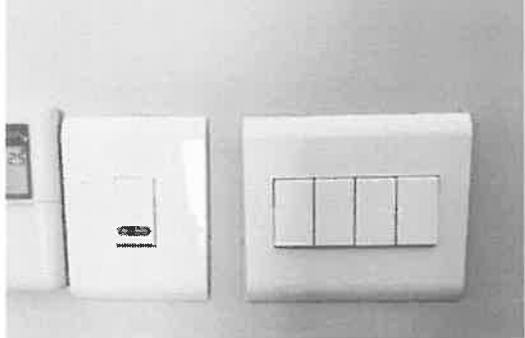


### Existing

- The existing light fitting are 1200mm 36W florescent light which amount up to 38 tubes.
- The diffusers are dirty.
- The power skirting is PVC good standard but the finishing does not match the other office in the building. The architect will have to look into that.
- The lead cable is connected because of shortage of plugs next to the work station. There is 2 existing plugs on the walls.
- The existing chandelier light fittings are fitted with 3.6W bulbs.

### Recommendations

- The existing tubes should be retrofitted with 30 LED tube lighting 8W with the rated luminous flux of 720 lm. The electrician will remove the light fitting open it inside and change it to accommodate LED.
- The diffusers need to be removed carefully cleaned and installed back.
- The existing plugs will be replaced with double socket outlets, and the single socket outlet and euro plug as indicated in the table below.

ITEM	Quantity
LED Tubes	30
Diffusers	24
4 levers 1 way switch	1
1 lever 1 way switch	1
Double Euro Socket Outlets	4
Double Normal Socket Outlet	4
<b>Total</b>	<b>64</b>

EXISTING	RECOMMENDED
 <p data-bbox="256 622 775 748">The existing power skirting is two compartment power skirting at 15cm height with TV cable and internet cable running in the same compartment.</p>	 <p data-bbox="794 622 1305 712">This is the standard power skirting used in the building. The client has recommended that in room 101 should match.</p>
 <p data-bbox="256 1106 549 1137">The existing light switches</p>	 <p data-bbox="794 1099 1267 1167">Recommended light switches to match the existing.</p>
 <p data-bbox="256 1518 676 1585">Leads lying on the office, which is fire hazardous.</p>	 <p data-bbox="794 1541 1114 1572">The proposed socket outlets.</p>











public works

Department: Public Works  
REPUBLIC OF SOUTH AFRICA

QUANTITY

GENERAL

Office 102

PROJECT : CT : PARLIAMENTARY PRECINCT - TUYBHUY'S OFFICE 102 - UPGRADE OF OFFICE

DOCUMENTATION : SCOPE OF WORKS / FINISHING SCHEDULE

DATE : 22nd AUGUST 2017

C1	Existing 260mm high x 85mm wide timber skirting along all the walls. Workmanship to the skirting is a bit untidy, especially the back wall. Paint to be scraped off and skirting prepared for painting - 1 primer and 2 finishing coats.								
D	<b>DOORS</b>								
D1	Fit new double coat hook behind both door panels.								
E	<b>IRONMONGERY</b>								
F	<b>WINDOWS</b>								
F1	Existing 3 x timber framed small paned sash windows. Size : 1110mm wide x 1710mm high. (Note : Windows are severely weathered on the exterior side.) Allowance to be made for window ironmongery (sliding mechanisms, handles, etc) to be serviced for operational ease and cleaned. Allowance also to be made for the refurbishment of the interior timber cills by treating the timber and to seal all the joints. Paint to be scraped off the timber parts, joint lines to be smoothed out - timber to be prepared for painting - 1 primer and 2 finishing coats.								
F2	Existing 3 x timber window cills. Size : +200mm wide x 1900mm long. Allowance also to be made for the refurbishment of the interior timber cills by treating the timber and to seal all the joints. Paint to be scraped off the timber parts, joint lines to be smoothed out - timber to be prepared for painting - 1 primer and 2 finishing coats.								
G	<b>FLOOR</b>								
G1	Fit new aluminium threshold strips whenever there is a change in floor material								
H	<b>SANITARY FITTINGS</b>								
I	<b>BRASSWARE</b>								
J	<b>BATHROOM ACCESSORIES</b>								
K	<b>DRAINAGE</b>								
L	<b>ELECTRICAL</b>								
L1	Existing light fittings and reticulation system to remain.								
L2	Allowance to be made for the replacement of all the light tubes with new LED tubes or to match Office 101.	+30							
L3	Allowance to be made for the removal of all light covers, the cleaning of them and the re-fitting.	+30							
M	<b>MECHANICAL</b>								
M1	Provision to be made for servicing of the cleaning and servicing of the air conditioning unit as well as the 4 x air conditioning grilles.								



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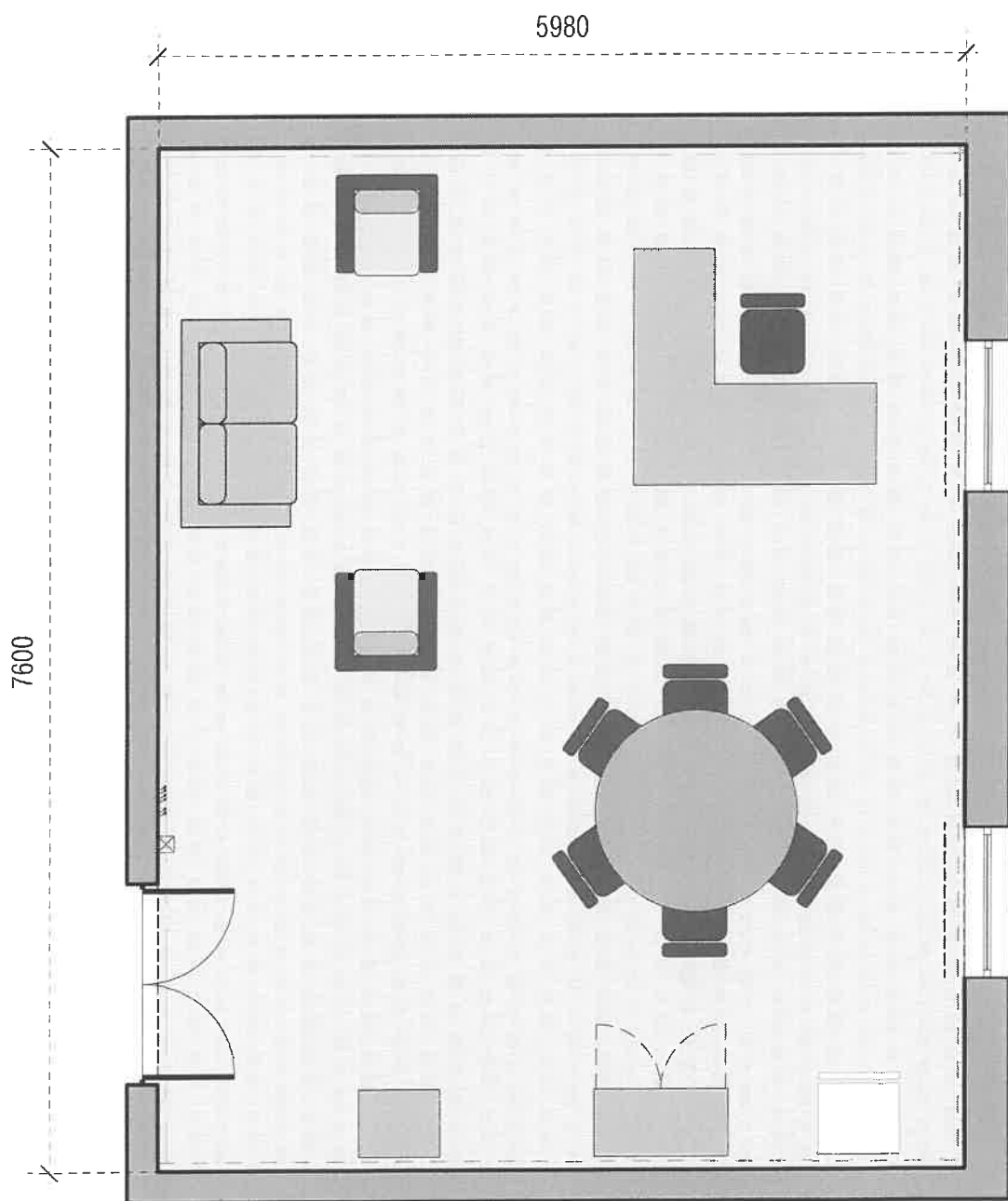
**PROJECT** : CT : PARLIAMENTARY PRECINCT - TUYBHUY'S OFFICE 102 -  
UPGRADE OF OFFICE

**DOCUMENTATION** : SCOPE OF WORKS / FINISHING SCHEDULE

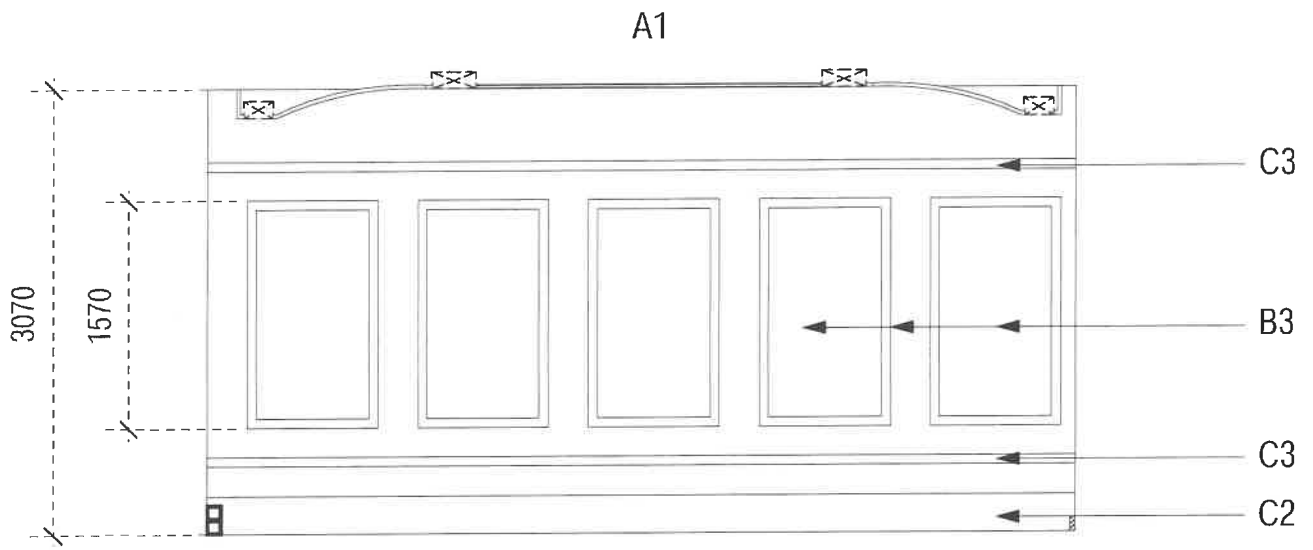
**DATE** : 22nd AUGUST 2017

N	MISCELLANEOUS	QUANTITY	GENERAL	Office 102						
N1	Allowance to be made for the removal of all curtains, blinds, furnishings etc.									

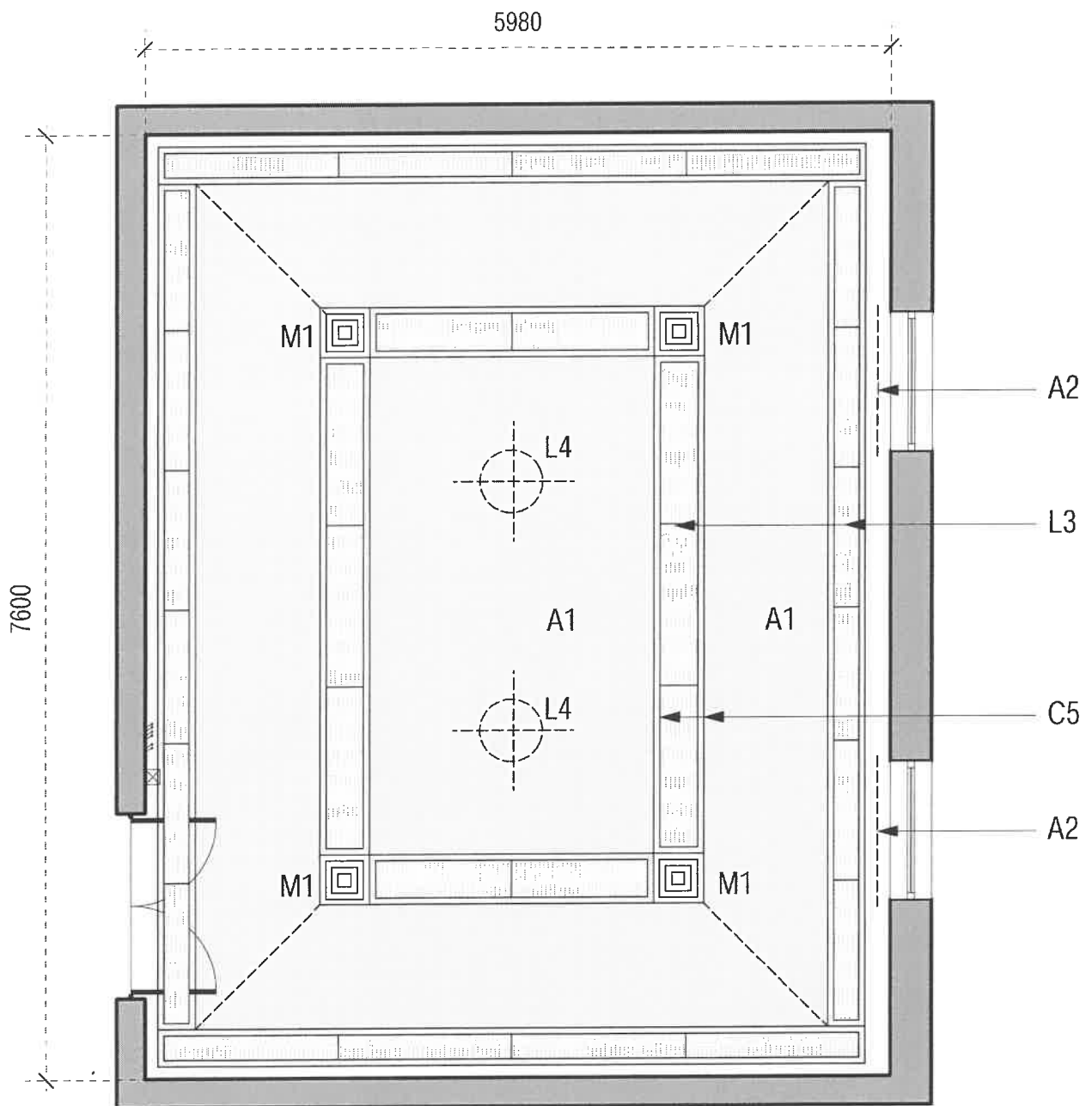




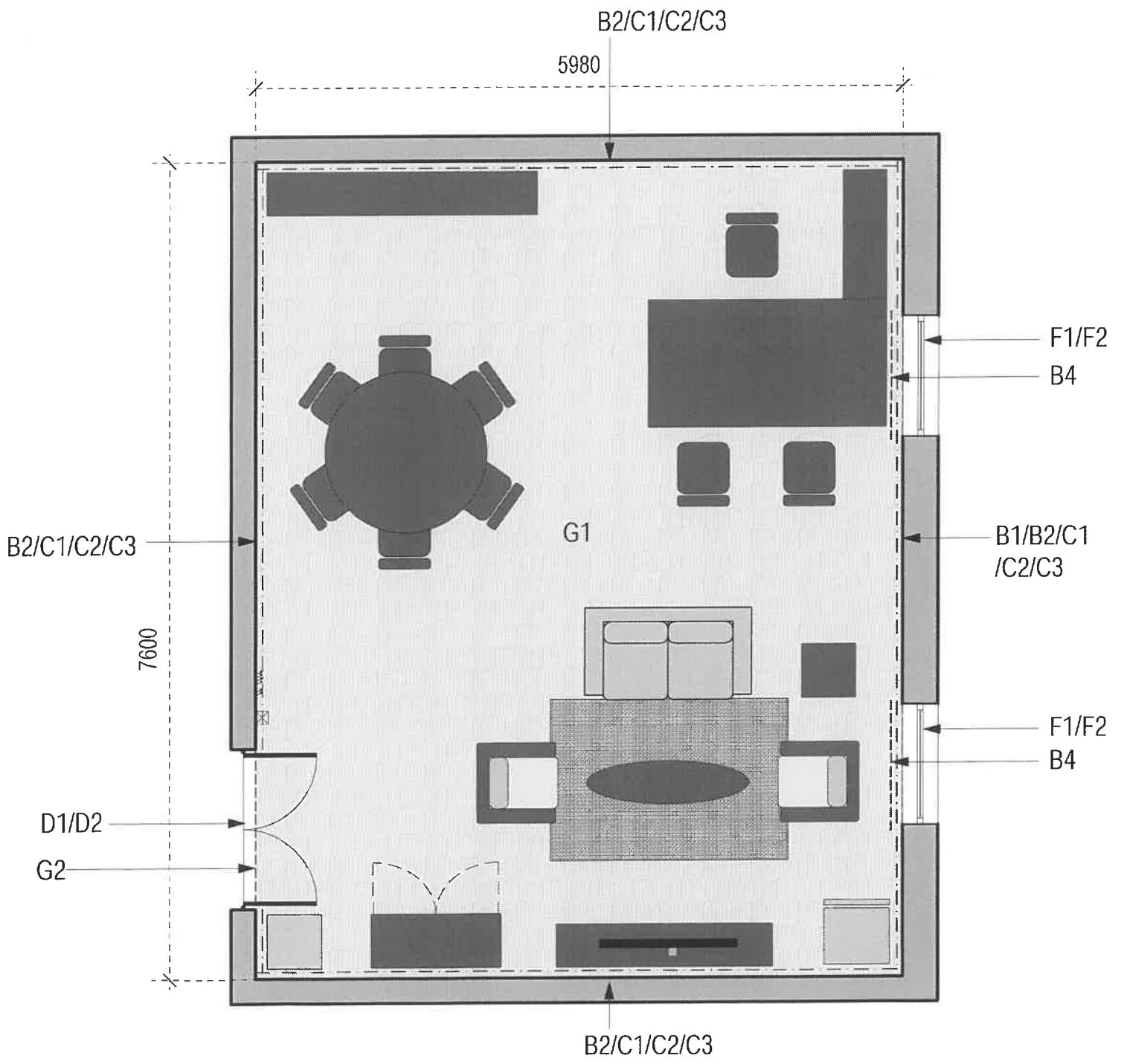
Tuynhuys Office 101 - As-built Layout  
scale 1:50



Tuynhuys Office 101 - Typical Elevation  
scale 1:50



Tuynhuys Office 101 - As-built Ceiling layout  
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Tuynhuys Office 101 - Proposal layout  
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