

TABLE OF CONTENTS

1. PA-03 (EC): Notice and Invitation For Quotation
2. DPW-07(EC) Form of Offer and Acceptance
3. PA-11: Bidder's Disclosure
4. PA-15.1, PA-15.2 and PA-15.3
5. PA-40: Declaration of Designated Groups for Preferential Procurement
6. PA-16
7. Other documents:
 - Bills of Quantities
 - Pre-Construction Health and Safety Specification

SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The bid will be evaluated in two phases
 - Phase one – Price & mandatory bid conditions
 - 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 Quotation Box on the Ground Floor, Customs House, Lower Heerengracht, and 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: **6 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).
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:

Project title:	CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS: REPAIRS TO FLOORS AND INSTALLATION OF HANDRAIL
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Quotation no:	DPW03/2023	Reference no:	3/12/20/2/1
Advertising date:	15/06/2023	Closing date:	30/06/2023
Closing time:	11H00	Validity period:	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 **Not applicable Not applicable PE or higher, or Not applicable Not applicable 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.

Quotation no: DPW 03/2023

10	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
11	<input 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 checked="" 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"/>	

Quotation no: DPW 03/2023

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

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.			
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.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
<input checked="" type="checkbox"/>	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.	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 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.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability In South Africa registration (NCPDASA)
5.	An EME or QSE which is at least 51% owned by youth.	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 3 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:
Not Applicable	Not Applicable

Total	100 Points

(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)

Minimum functionality score to qualify for further evaluation:	Not applicable
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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"/> 80/20 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.

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 Department of Public Works and Infrastructure, Customs House Building, Lowe Hereengracht Street, Foreshore, 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:

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

Quotation no: DPW 03/2023

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

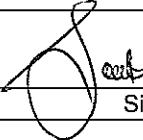
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 9027 Cape Town 8001</p> <p>Attention: Procurement section: Room 942</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Quotation Box Ground Floor Customs House Building Lowe Hereengracht Street Cape Town</p>
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11. COMPILED BY:

<p>Akulule Ndongyana</p>		<p>15/06/2023</p>
<p>Name of Project Manager</p>	<p>Signature</p>	<p>Date</p>

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

Project title:	Cape Town: Parliamentary Complex: Tuynhuys: Repairs to floors and installation of handrail		
Tender no:	DPW 03/2023	Reference no:	3/12/20/2/1

OFFER

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

Cape Town: Parliamentary Complex: Tuynhuys: Repairs to floors and installation of handrail.

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 words):	
Rand in figures:	R

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:.....
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AND WHO IS (if applicable):

Trading under the name and style of:

*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 no: **DPW 03/2023**

AND WHO IS:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: In his/her capacity as:</p>	<p>Note:</p> <p>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.</p>
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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.

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):

.....

*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" Page 2 of 4

Tender no: **DPW 03/2023**

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

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	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 no: **DPW 03/2023**

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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 consortium² 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.

² 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			
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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.

<p>Note:</p> <ol style="list-style-type: none"> 1. * Delete which is not applicable. 2. NB: This resolution must, where possible, be signed by <u>all</u> 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. 	<p>ENTERPRISE STAMP</p>
--	--------------------------------

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			
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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:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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
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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).

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



Department of
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	
Total points for Price and Specific Goals	100	

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 black people	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable 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	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 women	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 disability	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 youth .	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 Historically Disadvantaged Individuals (HDI)	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.	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	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 women	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 disability	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA) 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 youth .	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 Historically Disadvantaged Individuals (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable 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	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 women	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 disability OR An EME or QSE or any entity which is at least 51% owned by youth .	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDOSA) 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:

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

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

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 (80/20 system) (To be completed by the organ of state)	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 Historically Disadvantaged Individuals (HDI)	10	
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	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	
5. An EME or QSE or any entity which is at least 51% owned by youth .* (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	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:

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.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: DPW 03/2023

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

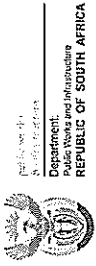
1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: DPW 03/2023

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

Name of representative	Signature
	Date

Item No	Quantity	Amount
<p><u>BILL No. 1</u></p>		
<p><u>PRELIMINARIES</u></p>		
<p>MEANING OF TERMS "TENDER / TENDERER"</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><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p>		
<p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the Contract Data issued with the tender.</p>		
<p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities / lump sum document, amended as hereinafter described</p>		
<p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p>		
<p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p>		
<p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p>		
<p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p>		
<p><u>TENDERER'S SELECTIONS</u></p>		
<p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data for organs of state and other public sector bodies</p>		
<p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p>		
<p>Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement</p>		
<p>Carried Forward</p>	R	
<p>Bill No. 1 Preliminaries</p>		

<p style="text-align: right;">Brought Forward</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for organs of state and other public sector bodies for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p>Tenderer's Note: before pricing the preliminaries cognisance to be taken of the information listed in the Contract Data DPW-04 (EC)</p> <p><u>PRICING OF BILLS OF QUANTITIES</u></p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement.</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p><u>VALUE ADDED TAX</u></p> <p>Provision is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT)</p> <p><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>INTERPRETATION</u></p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p style="text-align: center;">R</p> <hr/> <p style="text-align: center;">R</p>
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<p style="text-align: right;">Brought Forward</p> <p><u>A1.0 DEFINITIONS AND INTERPRETATION</u></p> <p>Clause 1.0</p> <p>The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be</p> <p>ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site</p> <p>AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion</p> <p>CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion</p> <p>COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule</p> <p>DEFAULT INTEREST: No Clause</p> <p>GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]</p>	<p style="text-align: center;">R</p>	
<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p style="text-align: center;">R</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUY'S
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R	
	<p>INTEREST: 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) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State</p> <p>LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer</p> <p>PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3</p> <p>PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. 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 the employer's representative as named in the contract data for organs of state and other public sector bodies</p>		
1	<p>TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.</p> <p>F:.....V:.....T:.....</p>		Item
2	<p>A2.0 LAW, REGULATIONS AND NOTICES</p> <p>Clause 2.0</p> <p>F:..... V:..... T:.....</p>		Item
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries</p>		

	Brought Forward	R
3	<p>A3.0 OFFER AND ACCEPTANCE</p> <p>Replace Clause 3.3 with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]</p> <p>F:..... V:..... T:.....</p>	Item
4	<p>A4.0 CESSION AND ASSIGNMENT</p> <p>Clause 4.0</p> <p>Ref Clause 6.7 [CD] - Clause 4.2</p> <p>Replace Clause 4.3 with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained</p> <p>F:..... V:..... T:.....</p>	Item
5	<p>A5.0 DOCUMENTS</p> <p>Clause 5.0</p> <p>Replace last sentence of Clause 5.2 with the following: The original signed agreement shall be held by the Employer</p> <p>Replace Clause 5.4 with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference</p> <p>Replace Clause 5.5 with the following: The parties may publish or disclose on any platform only the contract scope and contract amount</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

	Brought Forward	R
6	<p>A6.0 EMPLOYER'S AGENTS</p> <p>Clause 6.0</p> <p>Replace Clause 6.5 with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent</p> <p>Add the following as Clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, , 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12</p> <p>F:..... V:..... T:.....</p>	Item
7	<p>A7.0 DESIGN RESPONSIBILITY</p> <p>Clause 7.0</p> <p>Replace first sentence of Clause 7.2 with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof</p> <p>F:..... V:..... T:.....</p>	Item
	<u>INSURANCES AND SECURITIES</u>	
8	<p>A8.0 WORKS RISK</p> <p>Clause 8.0</p> <p>Replace Clause 8.4 with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

	Brought Forward	R	
9	<p>A9.0 INDEMNITIES</p> <p>Clause 9.0</p> <p>Add the following to the end of the first sentence of Clause 9.2.7: “.... due to no fault of the contractor</p> <p>9.2.9 No Clause</p> <p>9.2.10 No Clause</p> <p>Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.</p> <p>F:..... V:..... T:.....</p>	Item	
10	<p>A10.0 INSURANCES</p> <p>Clause 10.0</p> <p>Replace Clause 10.1 with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]</p> <p>Add the following as Clause 10.1.5.1: Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply</p> <p>Add the following as Clause 10.1.5.1.1 Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary</p> <p>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</p> <p>10.1.5.1.2 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</p>		
	Carried Forward	R	
	Bill No. 1 Preliminaries		

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
	<p>during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.1.5.1.3 Replace Clause with the following: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.</p> <p>10.1.5.1.4 Replace Clause with the following: 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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>10.2 Replace Clause with the following: Where practical completion in sections is required [20.0), or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary</p> <p>10.6 No Clause</p> <p>Add the following as Clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay</p> <p>F:.....V:.....T:.....</p>	Item
11	<p>A11.0 SECURITIES</p> <p>Add the following as to the relevant related Clauses as follows:</p>	
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

<p align="right">Brought Forward</p> <p>Add the following to Clause 11.1:</p> <p>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).</p> <p>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 C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working 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 fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5</p> <p>11.1.1 No Clause</p> <p>11.1.2 No Clause</p> <p>11.2.2 No Clause</p> <p>11.3 No Clause</p> <p>Replace Clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p> <p>11.5 No Clause</p> <p>11.6 No Clause</p> <p>11.7 No Clause</p> <p>11.8 No Clause</p> <p>11.9 No Clause</p> <p>11.10 No Clause</p> <p>Add the following as Clause 11.11: Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>Add the following as Clause 11.11.1: 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 fifteen (15) working days from commencement date. Failure to furnish the employer with a cash</p>	<p align="center">R</p>	
<p align="right">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p align="center">R</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

<p align="right">Brought Forward</p> <p>deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p>Add the following as Clause 11.11.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p>Add the following as Clause 11.11.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>Add the following as Clause 11.11.4: Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.</p> <p>Add the following as Clause 11.11.5: On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.</p> <p>Add the following as Clause 11.11.6: The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.</p> <p>Add the following as Clause 11.12: Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>Add the following as Clause 11.12.1: The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p>Add the following as Clause 11.12.2: The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.</p> <p>Add the following as Clause 11.12.3: The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p>Add the following as Clause 11.12.4: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.</p>	<p align="center">R</p>
<p align="right">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p align="center">R</p>

<p style="text-align: right;">Brought Forward</p> <p>Add the following as Clause 11.13: Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>Add the following as Clause 11.13.1: The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).</p> <p>Add the following as Clause 11.13.2: The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.</p> <p>Add the following as Clause 11.13.3: The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p>Add the following as Clause 11.13.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p>Add the following as Clause 11.13.5: Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.</p> <p>Add the following as Clause 11.14.1: Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>Add the following as Clause 11.14.2: The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.</p> <p>Add the following as Clause 11.14.3: Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.</p> <p>Add the following as Clause 11.14.4: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.</p> <p>Add the following as Clause 11.14.5: Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.</p> <p>Add the following as Clause 11.15:</p>	<p>R</p>
<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p>R</p>

	Brought Forward	R
<p>Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.</p> <p>Add the following as Clause 11.15.1: The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.</p> <p>Add the following as Clause 11.15.2: The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p>Add the following as Clause 11.16: Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.</p> <p>Add the following as Clause 11.17: Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).</p> <p>F:..... V:..... T:.....</p>		
		Item
<p><u>EXECUTION</u></p>		
<p>12 A12.0 OBLIGATIONS OF THE PARTIES</p>		
<p>Clause 12.0</p>		
<p>12.1.1 No Clause</p>		
<p>Replace Clause 12.1.5 with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22</p>		
<p>12.1.6 No Clause</p>		
<p>12.1.8 No Clause</p>		
<p>Replace Clause 12.2.2 with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum</p>		
	Carried Forward	R
<p>Bill No. 1 Preliminaries</p>		

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYNS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
	<p>Replace Clause 12.2.5 with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD]</p> <p>Replace Clause 12.2.13 with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor</p> <p>Add the following as Clause 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>Add the following as Clause 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]</p> <p>Offices</p> <p>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]</p> <p>F:..... V:..... T:.....</p> <p>Main notice board</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]</p> <p>F:..... V:..... T:.....</p>	
13	A13.0 SETTING OUT	Item
	<p>Clause 13.0</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

	Brought Forward	R
14	<p>A14.0 NOMINATED SUBCONTRACTORS</p> <p>Clause 14.0</p> <p>Ref Clause 6.7 [CD] - Clause 14.1.4</p> <p>14.1.5 No Clause</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 14.4.1</p> <p>Ref Clause 6.7 [CD] - Clause 14.6</p> <p>F:..... V:..... T:.....</p>	Item
15	<p>A15.0 SELECTED SUBCONTRACTORS</p> <p>Clause 15.0</p> <p>Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5</p> <p>15.1.5 No Clause</p> <p>Replace Clause 15.1.2 with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer</p> <p>Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1</p> <p>F:..... V:..... T:.....</p>	Item
16	<p>A16.0 DIRECT CONTRACTORS</p> <p>Clause 16.0</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
	Bill No. 1 Preliminaries	

	Brought Forward	R
17	<p>A17.0 CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Replace Clause 17.4 with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21</p> <p>Add the following clause as Clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.</p> <p>F:..... V:..... T:.....</p> <p><u>COMPLETION</u></p>	Item
18	<p>A18.0 INTERIM COMPLETION - NOT APPLICABLE</p> <p>Clause 18.0</p> <p>F:..... V:..... T:.....</p>	Item
19	<p>A19.0 PRACTICAL COMPLETION</p> <p>Clause 19.0</p> <p>Replace Clause 19.5 with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section</p> <p>Add the following as Clause 19.8: WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.</p> <p>(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:</p> <p>(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer</p>	
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p> <p>F:..... V:..... T:.....</p>		
<p>20 A20.0 COMPLETION IN SECTIONS- NOT APPLICABLE</p>		Item
<p>Clause 20.0</p>		
<p>F:..... V:..... T:.....</p>		Item
<p>Bill No. 1 Preliminaries</p>	Carried Forward	R

21	<p style="text-align: right;">Brought Forward</p>	R	
	<p>A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</p> <p>Clause 21.0</p> <p>Replace Clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)</p> <p>Replace Clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired</p> <p>21.6.1 Omit Clause</p> <p>21.6.2 Omit Clause</p> <p>Add the following as Clause 21.13: The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14</p> <p>Add the following as Clause 21.14: Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]</p> <p>F:..... V:..... T:.....</p>	Item	
	<p style="text-align: right;">Carried Forward</p>	R	
	<p>Bill No. 1 Preliminaries</p>		

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
22	A22.0 LATENT DEFECTS LIABILITY PERIOD Clause 22.0 22.3.2 No Clause F:..... V:..... T:.....	Item
23	A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION Clause 23.0 Ref Clause 6.7 [CD] - Clause 23.1 Ref Clause 6.7 [CD] - Clause 23.2 Replace Clause 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD] Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8 F:..... V:..... T:.....	Item
	Carried Forward	R
	Bill No. 1 Preliminaries	

	<p style="text-align: right;">Brought Forward</p> <p>24 A24.0 PENALTY FOR LATE OR NON-COMPLETION</p> <p>Clause 24.0</p> <p>Replace Clause 24.1 with the following: Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p>Replace Clause 24.2 with the following: Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p>Replace Clause 24.2.1 with the following: The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>F:..... V:..... T:.....</p> <p><u>PAYMENT</u></p>	<p style="text-align: right;">R</p>	
<p>25</p>	<p>A25.0 PAYMENT</p> <p>Clause 25.0</p> <p>Replace Clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount</p> <p>Add the following to Clause 25.3:</p> <p>25.3.12 Monthly Local content report,</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</p> <p>25.3.14 Tax Invoice</p> <p>25.3.15 Labour intensive report</p> <p>25.3.16 Contract participation goal reports</p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p style="text-align: right;">Item</p> <p style="text-align: right;">R</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUY'S
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
25.5 No Clause		
<p>Replace Clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>		
25.7.5 No clause.		
<p>Replace Clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate</p>		
<p>Replace Clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments :</p>		
<p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p>		
25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:		
25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion		
25.12.3 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		
25.12.4 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 26		
25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 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.		
<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p>		
25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage		
Carried Forward		R
Bill No. 1 Preliminaries		

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

		Brought Forward	R
	adjustments:		
	25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion		
	25.12.8 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		
	25.12.9 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 26		
	25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate		
	F:..... V:..... T:.....		Item
26	A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT		
	Clause 26.0		
	Ref Clause 6.7 [CD] – Clause 26.1		
	Omit Clause 26.4.3		
	Ref Clause 6.7 [CD] – Clause 26.7		
	Replace Clause 26.10 with the following:		
	The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion		
	Ref Clause 6.7 [CD] – Clause 26.12		
	F:..... V:..... T:.....		Item
		Carried Forward	R
	Bill No. 1 Preliminaries		

	Brought Forward	R
27	<p>A27.0 RECOVERY OF EXPENSE AND/OR LOSS</p> <p>Clause 27.0</p> <p>Replace Clause 27.1.2 with the following: Interest due to late payment only</p> <p>Replace Clause 27.1.4 with the following: Interest due to late payment only</p> <p>27.1.5 No Clause</p> <p>Replace Clause 27.5 with the following: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security</p> <p>Add the following as Clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security</p> <p>F:..... V:..... T:.....</p> <p><u>SUSPENSION AND TERMINATION</u></p>	Item
28	<p>A28.0 SUSPENSION BY THE CONTRACTOR</p> <p>Clause 28.0</p> <p>28 No Clause 28.1 No Clause 28.1.1 No Clause 28.1.2 No Clause 28.1.3 No Clause 28.1.4 No Clause 28.1.5 No Clause 28.2 No Clause 28.3 No Clause 28.4 No Clause</p> <p>F:..... V:..... T:.....</p>	Item
29	<p>A29.0 TERMINATION</p>	
	Carried Forward	R
	<p>Bill No. 1 Preliminaries</p>	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYNS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R
Clause 29.0		
<p>Add the following as Clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p>		
<p>Add the following as Clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p>		
<p>Add the following as Clause 29.1.6: Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.</p>		
<p>Replace Clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]</p>		
<p>Replace Clause 29.9 with the following: The employer has the right of recovery against the contractor, where applicable, [CD] from:</p>		
<p>The guarantee for construction (variable) until the final payment has been made; or</p>		
<p>The guarantee for construction (fixed) until the date of practical completion; or</p>		
<p>The payment reduction until the final payment is made; or</p>		
<p>The cash deposit made as security until the final payment is made</p>		
29.14.1 No Clause		
29.14.3 No Clause		
29.14.4 No Clause		
29.14.5 No Clause		
29.14.6 No Clause		
	Carried Forward	R
Bill No. 1 Preliminaries		

	Brought Forward	R
	<u>DISPUTE RESOLUTION</u>	
30	A30.0 DISPUTE RESOLUTION	
	Clause 30.0	
	Replace Clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation	
	30.3 to 30.7.7 No Clauses	
	Replace Clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:	
	30.8.1 No Clause	
	Replace Clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties	
	Replace Clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses	
	Replace Clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse	
	30.10 No Clause	
	30.12 No Clause	
	F:..... V:..... T:.....	Item
	<u>SECTION B: GENERAL PRELIMINARIES</u>	
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>	
31	B1.1 Definitions	
	F:..... V:..... T:.....	Item
	Carried Forward	R
	Bill No. 1 Preliminaries	

	Brought Forward	R
32 B1.2 Interpretation F:..... V:..... T:.....		Item
<u>B2.0 DOCUMENTS</u>		
33 B2.1 Checking of documents F:..... V:..... T:.....		Item
34 B2.2 Provisional bills of quantities F:..... V:..... T:.....		Item
35 B2.3 Availability of construction information F:..... V:..... T:.....		Item
36 B2.4 Ordering of materials and goods F:..... V:..... T:.....		Item
<u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u>		
37 B3.1 Previous work - dimensional accuracy F:..... V:..... T:.....		Item
38 B3.2 Previous work - defects F:..... V:..... T:.....		Item
39 B3.3 Inspection of adjoining properties F:..... V:..... T:.....		Item
<u>B4.0 THE SITE</u>		
40 B4.1 Handover of site in stages F:..... V:..... T:.....		Item
41 B4.2 Enclosure of the works F:..... V:..... T:.....		Item
	Carried Forward	R
Bill No. 1 Preliminaries		

		Brought Forward	R
42	B4.3 Geotechnical and other investigations F:..... V:..... T:.....		Item
43	B4.4 Encroachments F:..... V:..... T:.....		Item
44	B4.5 Existing premises occupied F:..... V:..... T:.....		Item
45	B4.6 Services - known F:..... V:..... T:.....		Item
	<u>B5.0 MANAGEMENT OF CONTRACT</u>		
46	B5.1 Management of the works F:..... V:..... T:.....		Item
47	B5.2 Progress meetings F:..... V:..... T:.....		Item
48	B5.3 Technical meetings F:..... V:..... T:.....		Item
	<u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u>		
49	B6.1 Samples of materials F:..... V:..... T:.....		Item
50	B6.2 Workmanship samples F:..... V:..... T:.....		Item
51	B6.3 Shop drawings F:..... V:..... T:.....		Item
52	B6.4 Compliance with manufacturer's instructions F:..... V:..... T:.....		Item
		Carried Forward	R
	Bill No. 1 Preliminaries		

	Brought Forward	R
	<u>B10.0 ATTENDANCE ON SUBCONTRACTORS</u>	
59	<p>B10.1 General attendance</p> <p>The contractor shall at his own expense provide the following general attendance on the subcontractors:</p> <p>Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the contractor</p> <p>The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation</p> <p>The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials</p> <p>The use of erected scaffolding belonging to the contractor, in common with others having the like right, while it remains erected on the site</p> <p>The use, at reasonable times by arrangement of the contractor's erected hoisting equipment</p> <p>F:..... V:..... T:.....</p>	Item
60	<p>B10.2 Special attendance</p> <p>F:..... V:..... T:.....</p>	Item
	<u>B11.0 GENERAL</u>	
61	<p>B11.1 Protection of the works</p> <p>F:..... V:..... T:.....</p>	Item
62	<p>B11.2 Protection/isolation of existing works and works occupied in sections</p> <p>F:..... V:..... T:.....</p>	Item
63	<p>B11.3 Security of the works</p> <p>F:..... V:..... T:.....</p>	Item
64	<p>B11.4 Notice before covering work</p> <p>F:..... V:..... T:.....</p>	Item
	Carried Forward	R
	Bill No. 1 Preliminaries	

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

	Brought Forward	R	
65	<p>B11.5 Disturbance</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item	
66	<p>B11.6 Environmental disturbance</p> <p>F:..... V:..... T:.....</p>	Item	
67	<p>B11.7 Works cleaning and clearing</p> <p>F:..... V:..... T:.....</p>	Item	
68	<p>B11.8 Vermin</p> <p>F:..... V:..... T:.....</p>	Item	
69	<p>B11.9 Overhand work</p> <p>F:..... V:..... T:.....</p>	Item	
70	<p>B11.10 Tenant installations</p> <p>F:..... V:..... T:.....</p>	Item	
71	<p>B11.11 Advertising</p> <p>F:..... V:..... T:.....</p>	Item	
<u>SECTION C: SPECIFIC PRELIMINARIES</u>			
<p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>			
	Carried Forward	R	
<p>Bill No. 1 Preliminaries</p>			

		Brought Forward	R
	<u>C1.0 CONTRACT DRAWINGS</u>		
72	<p>* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document</p> <p>* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>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</p> <p>F:..... V:..... T:.....</p>		Item
	<u>C2.0 PREAMBLES</u>		
73	<p>The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used</p> <p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the bills of quantities / lump sum document</p> <p>F:..... V:..... T:.....</p>		Item
	<u>C3.0 TRADE NAMES</u>		
74	<p>Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</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>F:..... V:..... T:.....</p>		Item
		Carried Forward	R
	Bill No. 1 Preliminaries		

		Brought Forward	R
<u>C4.0 IMPORTED MATERIALS AND EQUIPMENT</u>			
75	<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>F:..... V:..... T:.....</p>		Item
<u>C5.0 VIEWING THE SITE IN SECURITY AREAS</u>			
76	<p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p> <p>F:..... V:..... T:.....</p>		Item
<u>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</u>			
77	<p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>F:..... V:..... T:.....</p>		Item
<u>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</u>			
78	<p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>F:..... V:..... T:.....</p>		Item
		Carried Forward	R
Bill No. 1 Preliminaries			

		Brought Forward	R
<u>C8.0 SECURITY CHECK OF PERSONNEL</u>			
79	<p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>F:..... V:..... T:.....</p>		Item
<u>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</u>			
80	<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 of 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>F:..... V:..... T:.....</p>		Item
<u>C10.0 HIV/AIDS AWARENESS- NOT APPLICABLE</u>			
	<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 25.0 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</p>		
		Carried Forward	R
Bill No. 1 Preliminaries			

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

			Brought Forward	
				R
	<u>C10.1 AWARENESS CHAMPION- NOT APPLICABLE</u>			
81	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification F:..... V:..... T:.....	Item		
	<u>C10.2 AWARENESS WORKSHOPS- NOT APPLICABLE</u>			
82	Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification F:..... V:..... T:.....	Item		
	<u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.- NOT APPLICABLE</u>			
83	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification F:..... V:..... T:.....	Item		
	<u>C10.4 ACCESS TO CONDOMS- NOT APPLICABLE</u>			
84	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification F:..... V:..... T:.....	Item		
	<u>C10.5 MONITORING- NOT APPLICABLE</u>			
85	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification F:..... V:..... T:.....	Item		
			Carried Forward	R
	Bill No. 1 Preliminaries			

	<p style="text-align: right;">Brought Forward</p> <p><u>C11.0 OCCUPATIONAL HEALTH & SAFETY ACT</u></p> <p>86 The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document</p> <p>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 A25.0 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</p> <p>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</p> <p>F:..... V:..... T:.....</p>	<p style="text-align: center;">R</p>	
	<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries</p>	<p style="text-align: center;">R</p>	

	Brought Forward	R	
	<p><u>C12.0 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) - NOT APPLICABLE</u></p>		
87	<p>The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities / lump sum document</p> <p>The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities / lump sum document</p> <p>The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p> <p>The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to remeasurement have been included elsewhere in these bills of quantities / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p>		
	F:..... V:..... T:.....	Item	
	<p>Bill No. 1 Preliminaries</p>	Carried Forward	R

Brought Forward

R

**C13.0 IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE
PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME
(EPWP)**

88

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

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

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Summary

R

Bill No. 1
Preliminaries

CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL

Item No	Quantity	Rate	Amount
<p><u>BILL No. 3</u></p>			
<p><u>METALWORK</u></p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Proprietary items or materials</u></p>			
<p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p>			
<p><u>Descriptions</u></p>			
<p>Descriptions of bolts shall be deemed to include nuts and washers</p>			
<p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork of concrete</p>			
<p>Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p>			
<p><u>BLACK POWDER COATED GRADE 304 STAINLESS STEEL BALUSTRADES, ETC (PROVISIONAL)</u></p>			
<p>Carried Forward</p>		R	
<p>Bill No. 3 Metalwork</p>			

Brought Forward		R
1	<p><u>Welded balustrading to walkways (and stairs?)</u></p> <p><u>Horizontal balustrading 1000mm high.</u> Handrails 20 x 20 x 1.5mm thick hollow section handrail Intermediate continuous horizontal rails: Four 20 x 20 x 1.5mm thick hollow section horizontal intermediate rails (spaced): first top rail 35mm below hand rail and second top rail 100mm from first top rail and first bottom rail 165mm from finished floor level and second bottom rail 65mm from first bottom rail. Eclipse shaped: 20 x 20 x 1.5mm thick hollow section vertical eclipse shaped body 100mm maximum width and 535mm long at 125mm centres, 20 x20 x 1.5mm thick square tubing spacers 25mm long between vertical eclipse shapes. bottom rings between two bottom rails: 55mm internal diameter rings form of 10 x10mm square solid section at 125mm centres top solid round pieces between two top rails: 55mm external diameter solid circular forms at 125mm centres vertical intermediate rails: 20 x 20 x 1.5mm thick hollow section vertical rails placed 1180mm at ends of decorations including 150 x 150 x 3mm footplates bolted to concrete (bolts elsewhere) Stanchions:20 x 20mm x 1.5mm thick hollow section posts at approximately 1420mm centres with 150 x 150 x 3mm footplates bolted to concrete (bolts elsewhere)(Specification as per SAHRA report dated 04-12-2019) (Drawing prepared by NDPWI Architects)</p>	m 15
Carried Forward		R
Bill No. 3 Metalwork		

**CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL**

Brought Forward		R
2	<p><u>Raking balustrading circular on plan 1000mm high.</u> Handrails 20 x 20 x 1.5mm thick hollow section handrail Intermediate continuous horizontal rails: Four 20 x 20 x 1.5mm thick hollow section horizontal intermediate rails (spaced): first top rail 35mm below hand rail and second top rail 100mm from first top rail and first bottom rail 165mm from finished floor level and second bottom rail 65mm from first bottom rail. Eclipse shaped: 20 x 20 x 1,5mm hollow section vertical eclipse shaped body 100mm maximum width and 535mm long at 125mm centres, 20 x 20 x1.5mm thick square tubing spacers 25mm long between vertical eclipse shapes. bottom rings between two bottom rails: 55mm internal diameter rings form of 10 x10mm square solid section at 125mm centres top solid round pieces between two top rails: 55mm external diameter solid circular forms at 125mm centres vertical intermediate rails: 20 x 20 x 1.5mm thick hollow section vertical rails placed 1180mm at ends of decorations including 150 x 150 x 3mm footplates bolted to concrete (bolts elsewhere) Stanchions:20 x 20 x 1,5mm thick hollow section posts at approximately 1420mm centres with 150 x 150 x 3mm footplates bolted to concrete (bolts elsewhere)(Specification as per SAHRA report dated 04-12-2019) (Drawing prepared by NDPWI Architects)</p>	m 8
3	Extra over for L-intersection of horizontal balustrades	No 2
4	Extra over for junction of end of horizontal with end of raking balustrades	No 2
<u>Welded and bolted handrails to walls</u>		
5	10mm Thick x 100mm Long expansion bolt	No 192
Carried to Summary		R
Bill No. 3 Metalwork		

CAPE TOWN: PARLIAMENTARY COMPLEX: TUYNHUYS
REPAIRS TO FLOORS AND NEW PROPOSED HANDRAIL

Item No	<u>BILL No. 4</u>	Quantity	Rate	Amount
	<u>TILING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>FLOOR TILING</u>			
	<u>300x 300mm "African Blue" slate floor tiles at a Prime Cost Amount of (P.C. R250-00/m2) fixed with mortar to bedding (bedding elsewhere) and flush pointed with 1:4 mortar joints</u>			
1	On walls	m2	38	
2	On risers 170mm high	m	29	
3	On treads 300mm high	m	29	
	<u>'Genesis" or similar approved</u>			
4	Code MHB 100 brass movement joint.	m	6	
	Carried to Summary			R
	Bill No. 4 Tiling			



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PUBLIC WORKS AND INFRASTRUCTURE

WESTERN CAPE PROVINCE

CAPE TOWN REGION

**CAPE TOWN: PARLIAMENTARY COMPLEX HERITAGE – TUYNHUYTS BACK STOEP
AND INSTALLATION OF HANDRAIL**

Occupational Health and Safety Specification

OCCUPATIONAL HEALTH AND SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

TABLE OF CONTENTS

1. Introduction and Background

- 1.1 Background to the Pre-Construction Health and Safety Specification
- 1.2 Purpose of the Pre-Construction Health and Safety Specification
- 1.3 Implementation of the Pre-Construction Health and Safety Specification

2. Pre-Construction Health and Safety Specification

- 2.1 Scope
- 2.2 Contractual Issues
- 2.3 SHE Standards and Procedures
- 2.4 Interpretation
 - 2.4.1 Application
 - 2.4.2 Definitions
- 2.5 Minimum Administrative Requirements
 - 2.5.1 Notification of Intention to Commence Construction Work
 - 2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site
 - 2.5.3 Competency of Contractor's Responsible Persons
 - 2.5.4 Compensation of Occupational injuries and Diseases Act (COIDA), Act 130 of 1993.
 - 2.5.5 Occupational Health and Safety Policy
 - 2.5.6 Health and Safety Organogram
 - 2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis
 - 2.5.8 Health and Safety Representative(s).
 - 2.5.9 Health and Safety Committee(s)
 - 2.5.10 Health and Safety Training
 - 2.5.10.1 Induction
 - 2.5.10.2 Awareness
 - 2.5.10.3 Competency
 - 2.5.11 General Record Keeping
 - 2.5.12 Health & Safety Audits, Monitoring and Reporting
 - 2.5.13 Emergency Procedures
 - 2.5.14 First Aid Box and First Aid Equipment
 - 2.5.15 Accident / Incident Reporting and Investigation
 - 2.5.16 Hazards and Potential Situations
 - 2.5.17 Personal Protective Equipment and Clothing
 - 2.5.18 Occupational Health and Safety Signage
 - 2.5.19 Permits

INITIAL:

2.6 Physical Requirements

- 2.6.1 Demolition Work
- 2.6.2 Excavations, Shoring, Dewatering or Drainage
- 2.6.3 Edge Protection
- 2.6.4 Explosives and Blasting
- 2.6.5 Stacking of Materials
- 2.6.6 Speed Restrictions and Protection
- 2.6.7 Hazardous Chemical Substances (HCS)
- 2.6.8 Asbestos

2.7 Plant and Machinery

- 2.7.1 Construction Plant
- 2.7.2 Vessels under Pressure
- 2.7.3 Fire Extinguishers and Fire Fighting Equipment
- 2.7.4 Hired Plant and Machinery
- 2.7.5 Scaffolding / Working on Heights
- 2.7.6 Form Work and Support Work for Structures
- 2.7.7 Lifting Machine and Tackle
- 2.7.8 Ladders and Ladder work
- 2.7.9 General Machinery
- 2.7.10 Portable Electrical Tools / Explosive Power Tools
- 2.7.11 High Voltage Electrical Equipment
- 2.7.12 Public Health and Safety
- 2.7.13 Night Work
- 2.7.14 Transportation of Workers

2.8 Occupation Health and Environmental Management

- 2.8.1 Occupational Hygiene
- 2.8.2 Environmental Management
- 2.8.3 Welfare facilities
- 2.8.4 Alcohol and other drugs

2.9 Electrical fencing

2.10 Hazardous Biological Agent

3. **ANNEXURE A**

Task Completion Form

4. **ANNEXURE B**

Principal Contractor's Responsible Persons

5. **ANNEXURE C**

Other Requirements

6. **ANNEXURE D**

Initial Hazard Identification and Risk Assessment

INITIAL:

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 above mentioned 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 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 absolution 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.

INITIAL:

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.

INITIAL:

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 Department of Labour Office.

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.

INITIAL:

- 3) Should the Client or its representative deem such practice as having a negative effect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

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.

INITIAL:

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.
- 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.

INITIAL:

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 areas 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.

INITIAL:

- 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) 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.
- 4) The principal contractor or sub-contractor that has more than 5 staff members on site will be required to have the full version of Occupational Health and Safety Act and Regulations 85 of 1993 on site.

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

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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:

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- 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.

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- 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

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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.
- 6) It is the Principal Contractor responsibility to locate and determine where all underground services are and make safe before any excavating, digging etc. is done

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.

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- 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.

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- 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) Every employer or self-employed person must as far as is reasonably practicable ensure that all asbestos-containing material at the workplace are identified by a competent person.
- 3) Proof of such notification must be supplied to the Client prior to work proceeding.
- 4) All asbestos work shall be carried out as per the Asbestos Abatement Regulations by an approved Asbestos Contractor.
- 5) 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 23108 of 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.

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- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site. Certificate must be issued on completion on removal of all asbestos on site indicating that the site is clear of all asbestos.

2.7 Plant and Machinery

2.7.1 Construction Plant

- 3) 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.
- 4) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 5) 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.
- 6) 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 firefighting 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 firefighting 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.

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- 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

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- 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.

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- 2) 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

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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

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- 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 Electrical fencing.

- 1) Contractor must comply with regulation 12, 13 and 14 of the Electrical Machinery Regulations.

2.10 Hazardous Biological Agent

- 1) Every employer or self-employed person must ensure that he or she or any person who in any manner assist him or her in the carrying out or conducting of business duties has the necessary information and has undergone instruction and training in order for him or her to identify potential risks and the precautions that should be taken.

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ANNEUXRE A

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

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
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, Construction Regulation 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 Regulation and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy (This must include SARS-COV-2 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: <ul style="list-style-type: none"> • Baseline risk assessment • Asbestos Identification risk assessment (if applicable) • SARS-Cov-2 risk assessment 	Construction Regulation	Together with SHE Plan

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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)

Appointment	OHS Reference	Requirement abbreviated
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"> • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment coordinator	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 coordinator	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.

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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.

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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 whichever is sooner.

What	When	Output	Accepted by Client & date
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"> • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports 	
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"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire-fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	

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What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workmen'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	

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ANNEXURE D

Project/site Specific Requirements

The following is a list of generic 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.

- Demolition work
- Brick work
- Concrete work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- 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
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Hot works i.e. Welding, flame cutting etc.

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. It is contractor's duty to identify all applicable hazards and apply necessary mitigation factors. **The contractor should, during tender process make provision for any statutory requirement which may arise due to its scope of work.**

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