



DISABILITY ECONOMIC EMPOWERMENT TRUST

**REQUEST FOR BID
FOR
THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION
PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY
SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF
EDUCATION**

6GB OR HIGHER

EMIS NO: 200100275

DISTRICT: Nelson Mandela Bay Metropolitan Municipality

**RFQ NO: DEET-ECDOE/EMR/04/2024-25
VOLUME 1 OF 2**

Consisting of : 2 (Two) Volumes

BIDDER:

CRS NO:

Compiled for:

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

Website: www.edu.ecprov.gov.za

Compiled by:

**The Disability Economic Empowerment Trust
(DEET)**
20 Suffolk Street
Berea
East London
5200

Website: www.deet.co.za

20 MARCH 2026



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THE TENDER



PART T1

TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Disability Economic Empowerment Trust (DEET) invites contractors with the CIDB grading of **6GB OR Higher** in the following Class of works **General Building (GB)** to tender for DEET-ECDOE/EMR/04/2024-25

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL , LOCATED IN GQEBERHA for a **6 Months Period** contract. The contract will be based on the JBCC Edition 6.2 of 2018, and the Disability Economic Empowerment Trust (DEET) will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from the Disability Economic Empowerment Trust website (www.deet.co.za/tenders). Bid documents will be available on **20 MARCH 2026**. No bid documents will be available at DEET offices.

There will be no compulsory briefing.

Advert Date	20 March 2026
Compulsory Site Briefing	Not Applicable
Closing Date and Time	27 March 2026 @ 12:00PM

Queries relating to the issue of these documents may be addressed in writing to through email: scm@ecdeet.co.za

Technical **enquiries**: may be addressed in writing to Mr. Qhawe Nkasana – email: qs@ecdeet.co.za

The closing time for receipt of tenders by the DEET is **12:00PM** on **27 MARCH 2026**. Tender will be open in public.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time at the correct location as the DEET will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the DEET will not be held responsible for wrong delivery not delivered to DEET officials. The DEET will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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

B. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**DEET-ECDOE/EMR/04/2024-25: “THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION ”** must be deposited in the bid box, **DISABILITY ECONOMIC EMPOWERMENT TRUST OFFICES, 20 SUFFOLK ROAD, BEREA LABELLED “TENDER BOX”, EAST LONDON.**

C. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions

Phase Two: Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022 .

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Disability Economic Empowerment Trust (DEET) SCM policy applies.
3. Tender validity period is **120 days**.

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Ms Unathi Nhele

Tel No: 0437227333

Email Address: scm@ecdeet.co.za

TECHNICAL ENQUIRIES

Mr. Qhawe Nkasana

Tel No: 0437227333

Email Address: qs@ecdeet.co.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

PART T1.2: TENDER DATA



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies

Clause number	Tender Data
3.1	The Employer is Disability Economic Empowerment Trust on behalf of the Eastern Cape Department of Education
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Q Nkasana Address: Disability Economic Empowerment Trust (DEET), 20 Suffolk Road, Berea, East London Tel No: 0437227333 Email Address:qs@ecdeet.co.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	Joint Ventures are allowed.
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents

	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (TWO) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET) OFFICES Physical address: 20 Suffolk Road, Berea, East London 5247 Identification details: DEET-ECDOE/EMR/04/2024-25 THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION Closing time and date: 27 March 2026 at 12:00PM
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.

4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DEET policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will not be opened. A closing register will be shared with all bidders.
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.

5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table border="1" data-bbox="368 302 1297 555"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$</td> <td>$A = P/P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td>$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$</td> <td>$A = P_m/P$</td> </tr> <tr> <td colspan="4"> ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. </td> </tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
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5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Price and preference (80/20 system)</p>																
	<p><u>PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity OF partnership or consortia. 5. Form of offer and Acceptance (fully completed and signed). 6. SBD 4- Declaration of Interest (fully completed and signed). SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1. 7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive. 8. Compulsory Enterprise Questionnaire (Completed and signed) 9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). 10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. 11. Resolution to Sign (must be completed, if applicable). 12. Declaration of Employees of the State or other State Institutions. 13. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered. 14. Attendance of compulsory briefing meeting (if applicable) 																
	<p>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive. 3. The bidder has duly completed and signed the SBD 1, and SBD 6.1. 4. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals. 5. Bidders must submit a minimum of three (3) written contactable references for projects of similar value successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure 																

	<p>I and Annexure M. This is not an elimination factor, but important for the DEET to make a decision. Unless it is used for Quality/functionality Points.</p> <ol style="list-style-type: none"> 6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 7. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 8. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J. 9. The DEET will contract with the successful bidder by signing a formal contract. 10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder. 11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better. 12. DEET Policy applies. 13. Protection of personal information: Consent (POPIA). 14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018). 15. EPWP policy will be applicable. 16. The Contractor shall commit to allocating, where feasible, a minimum of 30% of the contract value to Subcontracting opportunities for SMMEs (EMEs/QSEs) that are at least 51% Black-owned, and that are based within the Nelson Mandela Bay District Municipality. Out of this 30% allocation, a minimum of one-third (1/3) must be specifically reserved for SMMEs that are owned by persons with disabilities, to promote inclusive participation and equitable economic empowerment. The main contractor/supplier bears full responsibility for identifying, engaging, and managing competent and capable subcontractors. Once the contract is awarded, the contractor is expected to maintain harmony and cooperative working relationships on site. The Department reserves the right to intervene, where necessary, in the selection and appointment of local subcontractors or SMMEs to ensure equitable participation and alignment with transformation objectives 								
	<p>1. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and Specific Goals/Preferential Procurement Regulations 2022</p> <table border="1" data-bbox="445 1373 1302 1516"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - (P - P_m))$ <p style="text-align: center;">P_m</p> <p>The value of value of W₁ is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. 	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative Compliance, price and preference)								

5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <p>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity</p> <p>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</p> <p>c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment.</p> <p>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>f) the tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
	<p>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>l) The tenderer has duly completed and signed the Declaration Certificate for Local Production and Content and Local Content Declaration: Summary Schedule and submitted the documents at the closing date and time of the bid.</p> <p>m) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 1, 4, 6.1, Declaration of Local Production and Local Content. • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> • A CSD Report for a contractor with valid and correct information. • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity.

	<p>In the service of the state means to be -</p> <p>a) a member of:- <i>a</i> any municipal council; <i>b</i> any provincial legislature; or <i>c</i> the National Assembly or the National Council of Provinces;</p> <p>d) a member of the board of directors of any municipal entity;</p> <p>e) an official of any Department or municipal entity;</p> <p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <p><i>a</i>) the name of that person;</p> <p><i>b</i>) the capacity in which that person is in the service of the state; and</p> <p><i>c</i>) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions Tenders will not be opened. A closing register will be shared with all bidders.</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p>

	The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART T2 RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- ~~Project References at least 3~~
- SBD 1, 4, 6.1, and Declaration for Local Production and Local Content
- Protection of personal content: Consent



PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET)					
BID NUMBER:	DEET-ECDOE/EMR/04/2024-25	CLOSING DATE:	27 MARCH 2026	CLOSING TIME:	12:00PM
DESCRIPTION:	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET) OFFICES, 20 SUFFOLK ROAD, BEREA LABELLED "TENDER BOX", EAST LONDON					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Unathi Nhele		CONTACT PERSON	Mr. Qhawe Nkasana	
TELEPHONE NUMBER	0437227333		TELEPHONE NUMBER	0437227333	
FACSIMILE NUMBER	0437227334		FACSIMILE NUMBER	0437227334	
E-MAIL ADDRESS	scm@ecdeet.co.za		E-MAIL ADDRESS	qs@ecdeet.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

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

DATE:

Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position



SBD 4

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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.*



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.
- 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

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.**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically disadvantaged individuals	6	
Persons with disabilities	4	
Promotion of Youth	4	
Women Participation	4	
Enterprises located in the Eastern Cape Province	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

(ATTACH HERE)



VALID COPY CIDB CERTIFICATE
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Disability Economic Empowerment Trust (DEET) obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Disability Economic Empowerment Trust (DEET) from time to time. The Disability Economic Empowerment Trust (DEET) confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Disability Economic Empowerment Trust (DEET) hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Disability Economic Empowerment Trust (DEET) does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Disability Economic Empowerment Trust (DEET). Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Disability Economic Empowerment Trust (DEET) requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Disability Economic Empowerment Trust (DEET) and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for

which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

- a) The Bidder is required to notify the Information Officer of Disability Economic Empowerment Trust (DEET), in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Disability Economic Empowerment Trust (DEET)'s personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Disability Economic Empowerment Trust (DEET) with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Disability Economic Empowerment Trust (DEET).

On behalf of the Bidder:

..... Signature	..... Date
..... Position	..... Name of the Bidder

On behalf of the Client:

..... Signature	..... Date
..... Position	..... Name of Client Representative

THE CONTRACT



PART C1
AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1- Form of Offer and Acceptance

Annex C *(normative)*

FORM OF OFFER AND ACCEPTANCE

Project Description	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ Number	DEET-ECDOE/EMR/04/2024-25

OFFER

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

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL, LOCATED IN GQEBERHA.

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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

Rand (in words) ;

R(in figures) (or other suitable wording)

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

Signature

Name

Capacity

for the tenderer
 (Name and address of organization)

Name and signature
 of witness Date

ACCEPTANCE

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

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- 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 returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature

Name

Capacity

for the Employer

(Name and address of organization)

Name and signature
of witness Date

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

By the duly authorized 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/ quotation 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.

¹As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION		
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25		
I / We confirm that the following communications received from DEET before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25

Page	Clause /Item	Proposal

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
----------------------------	--

RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25
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NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					

3					
4					
5					

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

Signed

Date

Name

Position

Enterprise name

E
CAPACITY OF THE BIDDER

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

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

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

Signed:	.....	Date	.....
Name:	.....	Position	.....

Enterprise Name:

J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

Name

Position

.....

Enterprise name

.....

BASELINE RISK ASSESSMENT

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Removal of existing roof (Concrete tiles)	Physical injury due to falling loads	None	None	Physical injury due to falling loads	Use of PPE, Use non-destructive wet methods during removal procedures
Removal of trusses, sisalation, fascia & barge boards, gutters, etc.	Physical injury due to flying object.	Breathing problems due to dust inhalation	Failure to properly dispose	None	Use of PPE, use of approved dumping sites
Removal of ceilings	Physical injury due to falling from heights	Breathing problems due to dust inhalation	Failure to properly dispose	None	Use of PPE, proper inspected scaffolding
Paintworks	Physical injury due to tripping and falling	Breathing problems due to chemical substance inhalation	Paint spillage	None	Use of PPE, use of spillage control kits

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

M

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL
PROJECT DESCRIPTION (SCOPE)	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ NUMBER	DEET-ECDOE/EMR/04/2024-25
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (PREFABRICATED CLASSROOMS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Superstructure: N/A	
2	Internal Finishes:	
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		
3	Floors	
3.1		
4	Roofs	

4.1		
5	External Finishes:	
5.1		
6	Fittings and Furniture: N/A	
7	Services: N/A	
8	External Works: N/A	
	TOTAL	

B. CONFIRMATION

- I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

Representative of the Contractor (Name)

Signature

Date

PART C1.2: CONTRACT DATA



The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
Reference number	DEET-ECDOE/EMR/04/2024-25
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	BETHELSDORP, GQEBERHA
Site address	Refer to document C4 – Site Information
Local authority	Nelson Mandela Bay Metropolitan Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Disability Economic Empowerment Trust (DEET)		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Qhawe Nkasana		
E-mail	qs@ecdeet.co.za		
Mobile number		Telephone number	043 722 7333
Postal address	20 Suffolk Road, Berea, East London	Postal Code	5247

Physical address	20 Suffolk Road, Berea, East London	Postal Code	5247
------------------	-------------------------------------	-------------	------

A4.0 Principal Agent [1.1]

Name	PHUNGA HOLDINGS		
Legal entity of above		Contact person	JEFFREY KHANGALE
Practice number	2012/098666/07	Telephone number	012 345 6694
		Mobile number	012 345 6694
Country	South Africa	E-mail	jeffrey@phunga.co.za
Postal address	PO BOX 11069 , DIE HOEWES	Postal Code	0157
Physical address	ROUTE 21 CORPORATE PARK, 63 REGENCY DRIVE, IRENE, CENTURION	Postal Code	0163

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
---	--

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
---	---------------------------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
--	---------------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
---	--------------

The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes / No:	No		
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		X

	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]				With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Yes / No?	No
--	-----------	----

If yes, description			
Restriction of working hours [12.1.2]	Yes / No?	No	
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]	Yes / No?	No	
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes / No?	Yes	
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]	Yes / No?	No	
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		

Specialisation 9	
Specialisation 10	

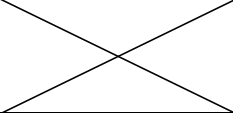
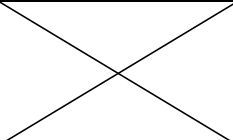
B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]

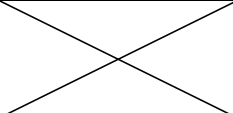
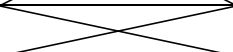
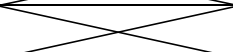
B 11.0 Description of sections [20.1]

Section 1	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	6 Calendar months	5.75/R100 of Contract amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				

Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	30 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	Yes	
If yes, method to calculate	CPAP (Haylett) formula using STATS SA indices		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism		
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process		
Arbitration [30.7.4; 30.10]	Yes / No?	No	
If Yes, name of nominating body			
*If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]	N/A		

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]	Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]	Yes / No?	No

Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		N/A	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		No	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
--

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® 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 representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

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**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and 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]

6.0 Employer's Agents

Add the following as 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**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 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:

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

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

10.1.5.1.2 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 during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 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 possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** 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)

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"



21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

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

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B		Option:	
Where the contractor does not select an option, Option A shall apply			

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:.....
(name of company / organization) of
..... (address) and..... (name of company /
organization) of
..... (address) (the Parties) and..... (name) of
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as.....
..... and these disputes or differences shall be/have been* referred to adjudication
in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested
to act.

* Delete as necessary

IT IS NOW AGREED as follows:

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

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

SIGNED by: _____

Name: _____

the Adjudicator in the presence of

Witness: _____

Name: _____

Address: _____

Witness: _____

Name: _____

Address: _____

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION



IN

**THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED
STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN
CAPE DEPARTMENT OF EDUCATION**

IMPLEMENTED BY

THE DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET)



 <p>DEET DISABILITY ECONOMIC EMPOWERMENT TRUST</p>	<p>PROJECT HEALTH AND SAFETY SPECIFICATION GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION PHASE 1</p>	 <p>Province of the EASTERN CAPE DEPARTMENT OF EDUCATION</p>
<p>HSS</p>	<p>REV 0</p>	<p>PAGE 1 OF 58</p>

**PROJECT HEALTH AND SAFETY
SPECIFICATION**

FOR

**GREENVILLE PRIMARY SCHOOL –
EMERGENCY RELOCATION PHASE 1**

SHE SPECIFICATION – GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION PHASE 1 ITO CONSTRUCTION REGULATIONS 5(1) b

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**PROJECT HEALTH AND SAFETY SPECIFICATION
GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION
PHASE 1**



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	PROJECT HEALTH AND SAFETY SPECIFICATION GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION PHASE 1	
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1 Guideline on requirements, interpretation and implementation of SHE Specification

1.1 Introduction

In terms of the Construction Regulations 5 (1) b promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), the client of employer is required to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers and appointed Principal Contractors. The amended Construction Regulation (CR 2014) intend to improve health and safety at construction sites from conceptual design to project close-out.

The objective of this specification is to ensure that the principal contractor entering into a contract with the client achieves and maintains an acceptable level of occupational health, safety and environmental performance.

THIS DOCUMENT FORMS AN INTEGRAL PART OF THE CONTRACT SPECIFICATION AND, IN PARTICULAR, SHALL BE THE OCCUPATIONAL HEALTH AND SAFETY (HS) SPECIFICATION FOR THE PROJECT. THE PRINCIPAL AND OTHER CONTRACTORS SHALL ENSURE THAT THIS SPECIFICATION IS INCLUDED WITH ANY CONTRACT/S THAT THEY MAY HAVE WITH OTHER CONTRACTORS AND/OR SUPPLIERS THAT ARE ENGAGED FOR THE PROVISION OF LABOUR, GOODS OR SERVICES FOR THE PROJECT. THE PRINCIPAL CONTRACTOR AND ITS CONTRACTORS SHALL FURTHERMORE IMPLEMENT ANY REASONABLY PRACTICABLE MEANS TO ENSURE COMPLIANCE TO THE SITE SPECIFIC HEALTH AND SAFETY SPECIFICATION AND ANY OTHER APPLICABLE LEGISLATION ON THEIR ORGANIZATION AND/OR ACTIVITIES PERFORMED BY OR FOR THEM.



Compliance with this specification does not absolve the principal contractor from complying with any other minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any persons on adjacent properties.

1.2 Problem statement, project overview and project location

Problem Statement

During the conditional assessment conducted by the professional team, the Civil/Structural Engineer evaluated and identified critical deterioration within the building’s foundation and substructure systems. The findings

SHE SPECIFICATION – GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION PHASE 1 ITO CONSTRUCTION REGULATIONS 5 (1) b

 DISABILITY ECONOMIC EMPOWERMENT TRUST	PROJECT HEALTH AND SAFETY SPECIFICATION GREENVILLE PRIMARY SCHOOL – EMERGENCY RELOCATION PHASE 1	 Province of the EASTERN CAPE DEPARTMENT OF EDUCATION
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2 Specified framework for Principal Contractor’s SHE Plan

2.1 Introduction

In terms of the Construction Regulations (2014) 5 (1) b, promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), the client through its appointed Construction Health and Safety Agent is required to compile an occupational health and safety specification for each of its construction projects and provide the SHE Specification to the Principal Contractor. Each Principal Contractor appointed by client in terms of the Construction Regulations (2014) is required to prepare an occupational health and safety plan adhering to the requirements contained in the provided SHE Specification.

This plan has to be prepared in terms of the Construction Regulations as well as the client’s SHE specification. In terms of the Construction Regulations, the client through its appointed Construction Health and Safety Agent and the Principal Contractor are required to agree on the occupational health and safety plan before any work may commence. The CHSA shall formally approve the SHE plan for adequacy before commencement with any project works.



The Principal Contractor’s SHE plan has to follow the framework specified in this H&S Specification as a minimum requirement.

2.1.1 Cost for health and safety measures during the construction process

To enable the client to comply with the Construction Regulations 5 (1) g, all potential contractors submitting tenders have to demonstrate to the client that sufficient provision has been made for the cost to implement the SHE plan proposed by the Principal Contractor to meet the requirements of this SHE specification as well as that of the Occupational Health and Safety Act (Act no 85 of 1993) and its Regulations.

2.2 Minimum contents of the Occupational Health and Safety Plan

The Principal Contractor must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must adhere to the requirements of the Health and Safety specification, aligned to the project risk assessment and comply with relevant/applicable legislation. It must cover all activities that will be undertaken as part of the Project from project inception, site mobilisation, project implementation right upto decommissioning.

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The SHE plan must be risk based and specific to the project scope of works. Once the plan has been reviewed, the Principal Contractor must action and resolve any outstanding issues within 7 days from the start of work.

Any proposed amendments or revisions to the Principal Contractor 's Health and Safety Management Plan must be submitted and approved by the client's appointed CHSA. Should it be identified that the contractor has overlooked a high risk activity, and as a result has omitted the activity and associated control measures from the Health and Safety Management Plan, the plan will not be approved. The Principal Contractor shall be advised to review the Health and Safety Management Plan incorporating the omissions as identified before approval by the CHSA



2.3 Minimum contents of the SHE File

As required by the Construction Regulations (2014), the Principal Contractor and other Contractors will each keep an SHE File on site. The contents of the SHE file must be risk based addressing specific project hazards and inherent risks. As a minimum, the SHE file should contain the following minimum documentation:

- Approval letter by the client's representative (appointed CHSA CR 5 (6) on contents of Health and Safety File / SHE Plan;
- Project Baseline Risk Assessment and the SSHSS (filed separately).
- Public liability insurance
- Notification of Construction Work;
- Scope of work to be performed;
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
- Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
- Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE plan agreed with the client including the underpinning risk assessment(s);
- Suitable and sufficient baseline risk assessment and task specific risk assessment.
- Method statements and safe work procedure to mitigate the project high risk tasks as identified.
- Site specific emergency preparedness plan citing various site specific emergencies, including fire emergency, mob violence and other.
- OHS arrangements for school children, school staff and the public health and safety.
- Deep excavation and the inherent protection measures.

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- Subcontractor management specifically in relation to the appointed asbestos removal contractor.
- Demolition works method statement
- Construction works interface with school students, staff and other school personnel
- Lifting operations.
- Designs and/or drawings (separate file);
- Copies of occupational health and safety committee meetings and other relevant minutes;
- Legal appointments and proof of competency;
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training;
- Arrangements with contractors and/or mandataries;
- Description of security measures;
- Occupational health and safety rules and procedures;
- *The following registers (but not limited to):*
 - Accident and/or incident register;
 - Occupational health and safety representatives' inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections of construction vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections of excavations by competent person;
 - Record of training;
 - Record of toolbox talks;
 - Designer's inspection records;
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - First-aid box content;
 - Record of first-aid treatment;
 - Fire equipment inspection and maintenance;
 - Record of hazardous chemical substances kept and used on site;
 - Ladder inspection;
 - Machine safety inspections (including machine guards, lock-outs etcetera);
 - Inspection registers and logbooks for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection of stacking and storage;
 - Inspection of use and temporary storage of flammable liquids on construction sites

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- Inspection of housekeeping and general safeguarding on construction site
- Inspection of construction employees' facilities
- Inspection of construction vehicles and mobile plant
- Inspections of vessels under pressure;
- Inspection of electrical installations and machinery on construction sites; and
- Records of issuing of Personal Protective Equipment;

All new plant and equipment should be accompanied by risk based inspection registers and checklists so as to demonstrate fitness for purpose and that the risk of harm relative to site operatives is mitigated to as low as reasonably practicable.

- Monthly reporting and recording of statistics;
- Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Investigation and reporting of incidents and/or accidents (internal to Client and Department of Employment and Labour / Compensation Commissioner
- Medical examination procedure and entry medicals for all employees on site.
- Records of all public health and safety concerns including health and safety of learners and each respective school staff (comments and improvements).
- Material Safety Data Sheet for all hazardous chemicals on site and proof of training thereof.
- All other applicable records.

The principal contractor duties are to ensure compliance with the OHS Act and Regulations that include:

- Provide a suitably documented health and safety plan based on the health and safety specification
- Keep a health and safety file on site, which must include all documentation required in terms of the Act and
- Regulations, and which are made available on request to an inspector, the client, the client's agent or a Contractor
- Ensure appointed contractor complies with the OHS Act and other applicable Regulations
- Perform duties of client with regard to contractors
- Provide Contractor with a health and safety specification
- Appoint contractors in writing and ensure management thereof
- Ensure a contractor's health and safety plan is implemented and maintained
- Ensure that potential contractors submitting tenders have made sufficient provision for health and safety



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- Ensure the principal contractor is satisfied that contractor that he/she intends to appoint, is competent and has resources to perform work safely
- Prior to work commencing, every contractor needs to be registered and in good standing with the compensation fund or with a licensed compensation insurer – COID Act, 1993
- Audit contractor monthly
- Stop any contractor from executing work which is not in accordance with health and safety plan for the site or which poses a threat to health and safety of persons
- Where changes are made to the design and construction, make available sufficient health and safety information and resources
- After discussions and negotiations with the principal contractor on the contents of the health and safety plan, it must be sent for final approval
- Ensure copies of all health and safety plans are available on request to an employee, an inspector, a contractor, the client or the client's agent
- Hand over the consolidated health and safety file to the client on completion of the construction work (include drawings, designs, materials used, etc.)
- Provide updated list and agreements/contracts of all contractors on-site to the client
- Ensure all employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3
- The principal contractor must ensure cooperation between all appointed contractors.
- No contractor may allow or permit any employee or person to enter any site, unless they have undergone a health and safety induction training
- A contractor must ensure all visitors to a construction site have personal protective equipment

The regulations require that the duties extend through to all levels of responsibility to sub - contractors. For this reason, it is advised that contractors require sub-contractors to be up front on their intent to further sub-contract any aspects of their work.

The client through its appointed CHSA will conduct an inspection and evaluation of the principal contractor's SHE File on a monthly basis. The Principal Contractor is required to submit the SHE File after receiving letter of appointment from the client.

The PC shall not commence with any tasks on site (including site establishment) prior to the formal approval of the SHE file by the CHSA. The approval letter from CHSA must be kept in the SHE File and any letter issued concerning the evaluation of the file.

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- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- An analysis and evaluation of the risks and hazards and aspects / impacts identified on a documented method;
- Existing control measures and proposed corrective measures
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Raw risk before effecting controls and the residual risk after effecting the controls, clearly showing the hierarchy of controls.
- A documented plan and Safe Working Procedures (SWP) of method statement of works, and its relevance to the risk assessment, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of Principal Contractor management and employees involved in risk assessment.
- Monitoring and Review plan;



Based on the risk assessments, the principal contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to client's appointed CHSA before mobilisation on site commences. These will be included in the health and safety file. The Contractor must ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented;

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. (PPE as the last resort)

3.2.1 Baseline risk assessments

The Principal Contractor will be required carry out a risk assessment before the commencement of construction activities. This "task based" risk assessment will form part of the Principal Contractor's SHE plan and SHE

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file. The hazards and risk to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment.

The Principal Contractor must ensure that all employees under his or her control are informed instructed and trained by a competent person regarding any hazard and the related work procedure and or control measure before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

A contractor must ensure that copies of the risk assessment of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.



Contractor must review the relevant risk assessment where changes are effected to the project design and or construction that result in a change to the risk profile of the project and when an incident has occurred.

The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

3.2.2 Issue based risk assessments (task based)

The Contractor will be required to carry out separate risk assessments during construction of the project when methods and procedures are varied, for example when:

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;
- Indents or near-misses occur; or
- Technological developments invalidate prior risk assessments.



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4 Specification requirements for compliance to applicable Legal Requirements

4.1 General compliance requirement

The Principal Contractor is mandated to comply with the following as minimum:

- Occupational Health and Safety Act (Act no. 85 of 1993) and Construction Regulations (2014). A up-to-date copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations will be available on site at all times;
- Applicable construction industry design codes, standards and specifications and construction codes of practice.
- Compensation for Occupational Injuries and Diseases Act, No 130 of 1993. The principal contractor will be required to submit a letter of registration and “good-standing” from the Compensation Commissioner or compensation insurer before being awarded the contract. A current, up-to-date copy of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 must be available on site at all times; and

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5 Specification requirements for occupational health and safety goals and objectives and arrangements for monitoring and review of occupational health and safety performance

5.1 Safety Improvement Programmes

The principal contractor is required to establish Safety Improvement Programmes for all significant (high) risks determined in the baseline risk assessment to improve on risk management performance. Safety Improvement Programmes shall include:

- Actions to be taken to reduce potential exposure to risk during the construction period;
- Personnel responsible for implementation of action;
- Target date / Time Frame for action to be completed.

Safety Improvement programmes shall be reviewed whenever there is changes on the scope of work, significant risk profile, process, and incident/accident outcomes or when required by the client. Implementation of Safety Improvement Programmes must be monitored on a monthly basis, records of implementation must be maintained and reviewed / revised as and when necessary.



5.2 Occupational health and safety objectives

The principal contractor is required to maintain zero mandays lost. The contractor will report mandays lost to the CHSA on a monthly basis.

$$\text{LTIR} = \frac{(\text{NUMBER OF LOST TIME INJURIES}) \times 200\,000}{\text{TOTAL NUMBER OF MAN-HOURS WORKED OVER PERIOD FOR THE CONSTRUCTION PROJECT}}$$

Lost-Time Injury Rate (LTIR): A work related injury or illness resulting in unfitness or absence from normal work activities and the employee’s absence is calculated from the time of the incident / accident. Lost-Time Injuries include injuries / accidents where an employee is placed on light-duty or any other duty for which he/she is not normally employed as a result of an accident / injury.

The Principal Contractor must submit a completed monthly report on injuries on duties and accidents for the month to the client’s appointed CHSA by 12:00pm on the last working day of each month.

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6 Specification requirements for OH&S structure, responsibilities and accountabilities

6.1 Management and Supervision of construction work in terms of occupational health and safety

The Principal Contractor, appointed in terms of Construction Regulations, is responsible for implementing and maintaining the SHE plan approved by the client’s appointed CHSA. The principal contractor’s Chief Executive Officer, in terms of Section 16(1) of the Occupational Health and Safety Act (Act no 85 of 1993), is to ensure that the Employer (as defined in the Occupational Health and Safety Act (Act no. 85 of 1993) – hence the Principal Contractor) complies with the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations (2014) as well as all other applicable legislative requirements.

The Principal Contractor must in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of Construction Manager an alternate must be appointed by the Principal Contractor.

No construction manager appointed under sub regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed

A full time Construction Health and Safety officer must be appointed in writing to assist in the management and control of all health and safety related aspects of the project. The appointed CHSO must be registered as a CHSO with the SACPCMP and be in good standing. Experience in the relevant project scope is prerequisite.

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The construction supervisor and assistant construction supervisor(s) appointed in terms of the Construction Regulations (2014) – 8(7) and 8 (8) are responsible for supervising the construction work which he or she has been appointed and especially to ensure that all work undertaken complies with the requirements of the Occupational Health and Safety Act (Act no. 85 of 1993) and all other applicable legislative requirements and regulations.

No site shall be left without supervision.

6.2 Operational responsibilities for occupational health and safety



The principal contractor shall appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for occupational health and safety. The following list highlights common construction activities where appointed competent persons are required. This list is given only as a minimum requirement and other activities may also require the appointment of competent persons. Legal appointments must be risk based and responsive to the evolving project tasks.

The typical legal appointment structure follows:

Regulation	Appointment	Role	Responsible Person
CR 5(1)(k)	Principal contractor	Manage each project/phase	Client
CR 7(1)(c)(v)	Contractor (Sub)	Manage a sub-project/phase	Principal Contractor
OHS Act Sect 37(2)	Contractor (Sub)	Manage a sub-project/phase	Principal Contractor
OHS Act Sect 16 (1)	CEO	Overall management of the business	Contractor
OHS Act Sect 16 (2)	Project Manager	CEO designate	Contractor
CR 8(1)	Construction manger	Manage the construction work under the control of the contractor	Contractor
CR 8(5)	Construction Health and Safety Officer	Assist in the control of safety related aspects on site	Contractor
CR 8(7)	Construction Supervisor	Supervise the type of work	Contractor
CR 8(8)	Assistant Construction Supervisor	Supervise the type of work	Contractor
CR 9(1)	Person to carry out risk assessment	Conduct the risk assessment	Contractor
CR 13(1)(a)	Excavation supervisor	Supervise the type of work	Contractor
CR 13(2)(h)	Excavation Inspector	Inspect the type of work	Contractor
CR 21(1) (k)	Construction vehicle and mobile plants Inspector	Inspect the type of work	Contractor
CR 23(1)(d)	Construction vehicle and mobile plants Operator	Operate the type of work	Contractor

CR 24(d)	Electrical Machinery Inspector	Inspect the type of work	Contractor
CR 24(e)	Temporary electrical installations Inspector and controller	Control all temporary electrical installations	Contractor
CR 28(a)	Stacking and storage supervisor	Supervise the type of work	Contractor
CR 29(h)	Fire equipment inspector	Inspect the type of work	Contractor
CR 29(i)	Fire extinguisher Users	Use the extinguishers	Contractor
General Machinery Regulations 2(1)	Competent person Machinery	Competent to manage Machinery	Contractor
General Safety Regulation 3	First Aider	Aid the injured	Contractor
OHS Act Sect 8	Hand tool Inspector	Inspect the type of work	Contractor
Pressure Equipment Regulations	Vessels under Pressure Supervisor	Supervise the type of work	Contractor
OHS Act Section 19(1)	Health and safety Committee member	Attend health and safety Committee meetings	Contractor
OHS Act Section 17(1)	Health and safety representatives	Execute health and safety representative duties	Contractor
General administration Regulation 9(2)	Incident Investigator	Investigate all incidents	Contractor
General Safety Regulation 13 A	Ladder Inspector	Inspect the type of work	Contractor
Driven Machinery Regulation 18(10)(e)	Lifting Tackle Inspector	Inspect the type of work	Contractor

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with by the appointees who will sign the appointment letter. Should the relevant appointment letter's responsibilities be defined on an annexure to the appointment letter, the appointee and appointer are required to sign both the appointment letter and annexure. The legal appointments should evolve with the evolution of project tasks. Where there are

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8 Specification requirements consultation, communication and participation

8.1 Notification of Construction Work (CR 4)

Based on the fact that the project is well under the R60 million threshold and that the project duration is envisaged to be under twelve months (less than 3600 mandays), therefore the project meets the requirements of Construction Regulation 4, the contractor shall notify the Department of Labour 7 days before any construction works begins. The notification to the Department of Employment and Labour must valid for the duration of the contract and retained in the safety file. The notification must be in the form of Annexure 2 of the Construction Regulations 4.

8.2 Awareness creation in relation to project works and the inherent risks

The PC shall put measures in place meant to create awareness within the surrounding community in respect of the project construction works and the inherent construction hazards and risks and mitigation thereof. The PC must consider using public platforms such as community forums held from time to time to formally introduce the project and the anticipated inconveniences as a result of project works. Flyers should also be used to disseminate information with regards to the project mainly focusing on business and residents where project disturbances are expected to be significant. The CLO is strategically positioned to formally introduce the project to the community also detailing the basic health and safety aspects that the community should be cognisance of. The appointed CHSO and the CLO should target schools such that information regarding the common project risks and mitigation measures is communicated to learners and other school personnel.

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9 Specification requirements for Operational Control

9.1 Contractor / Mandatory control

Whenever the principal contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is included in his agreement with the contractor or sub-contractor. The principal contractor and contractor shall comply with the requirements of Construction Regulations (2014) with regard to relationship management between Principal Contractors and Contractors.

Principal contractors are required to formally notify THE CLIENT or the client's representative before appointing any contractor on the project.



THE CLIENT or through its appointed representatives (Principal Agent or Project Manager) shall approve all specialist subcontractors to be appointed and/or engaged by the principal contractor. These shall include pipe jacking and horizontal drilling contractors. A complete Health and Safety file shall be submitted by the appointed contractors before commencement with any tasks on site.

9.2 Safe Work Procedures

The Contractor shall, in writing, clearly explain how each risk assessed to be significant will be addressed to eliminate or reduce it to a tolerable level and submit it for approval by THE CLIENT before site establishment. This may be through method statements or written operational control procedures.

All method statements shall reflect at least:

- When the activities relating to the method statement will be conducted (timing).
- Materials to be used.
- Equipment and staffing requirements.
- The proposed construction procedure designed to implement the relevant requirements.
- The methodology that will be used to ensure compliance with the method statement/ procedure.
- Any other information deemed to be necessary by THE CLIENT Project team.
- Associated responsibilities and authorities;
- Authorized staff positions to conduct the relevant activities contained in the Safe Work Procedure;

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community. Relevant approvals should be in place for water meant for construction purposes such that the quality of work is not compromised as a result of imported water. Regular dust suppression shall be put in place where airborne dust is identified as a significant occupational stressor. The Principal Contractor must Schedule dust generating construction tasks such as deep excavation, backfilling and compaction works such that students and staff are ‘decanted’ from the adjacent school facilities for the duration of the ‘dusty’ construction activities. Scheduling of dusty construction works such that they are executed over weekends or at night to reduce exposure should also be considered. Use dust proof nets, the wet method to suppression airborne dust must be in place.

9.3.3 Haulage route and temporary waste storage for the duration of construction works

The Principal contractor must establish a haulage route that should be used for the duration of the project. Traffic accommodation signage and equipment should be given strong consideration for the haulage route. A designated person must be appointed to ensure the safe usage of the haulage route and the transportation of loads. Areas identified for temporary storage of spoil material must be protected all the times such the risk of harm to the school children and the public is reduced to as low as reasonably practicable. The PC must minimise the stockpiling of spoil material on site. The objective is to dump unused spoil material at a registered landfill and retain the waste manifests.



9.3.4 Construction work interface with school operations

Positioning of the Site camp and other construction facilities

The appointed Principal Contractor must ensure that a designated site establishment area as per agreement with the respective school’s representatives (ensure the School Governing board is involved) is used. This area shall be the only area used for the positioning of the site camp and other facilities such as ablution facilities for the Principal Contractor’s employees (PC to refer to the Floor plan for the positioning of the site camp and laydown area). The site establishment area must not inconvenience free movement of school children and staff.

Deep Excavation works

The laying of sewer and water pipes is characterised by deep excavations to various depths. The PC must develop and submit an excavation and laying of sewer and water method statement to the approval of the client’s representative. Ideally the method statement should consider the length and duration of open excavations. The PC must ensure that excavations are done where pipes are set to be lain and backfilling must ensue such that the area is ‘closed’ at the end of the work shift. The PC should avoid instances whereby lengthy trenches are opened without laying the pipes and consequent backfilling. The method statement

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Relevant awareness signage in relation to the project works and anticipated disturbances to the school operations must be put in place and monitored for the duration of the project. The PC must Create awareness through engaging the school (at assembly) on construction aspects that may potentially impact school operations. Ongoing monitoring through a designated person.

Movement of plant and machinery

Plant and other machinery must be manoeuvred only at designated routes segregated from school children, staff and other school facilities. Relevant awareness signage detailing the hazards and risks inherent to the movement of plant and machinery must be put in place. Ongoing awareness with regards to hazards and risks inherent to movement of plant and machinery must be achieved through various presentations during school assembly and other school gathering activities.

Emergency preparedness



The Principal Contractor must update and re-configure the current emergency evacuation plan in place for the school(s) so that it incorporates the new floor plan aspects that feature project features such as the site camp, laydown area, construction work area and other. The appointed Principal Contractor must schedule and conduct an emergency evacuation drill (for the school) post the re-configuration of the emergency evacuation plan. Minutes of the drill must be retained in light of the outcomes of the emergency evacuation drill and any review shall be informed by the outcome of the emergency evacuation drill.

Ablution facilities for project personnel

The Principal Contractor must not use the school’s (both student and staff) under any circumstances. The Principal Contractor must provide their own toilet facilities, which must be positioned within the site yard or at an area as agreed between the Principal Contractor and the relevant project stakeholders (school principal included). Strict hygiene protocol in relation to cleaning and disinfecting of the ablution facilities by the PC and any other appointed contractors must be in place. Prohibition of use of PC’s toilets by school students and staff. There must be a designated person to oversee the cleanliness of the ablution facilities and adherence to the cleaning programme in place.

Noise pollution and vibration emitting equipment and construction works

Noise emitting equipment and noise generating construction works must be identified by the Principal Contractor. The Principal Contractor must ensure that there is scheduling of noise emitting works such that they are conducted during off peak hours (at night, before school starts, just after students knock off, or over weekends). Noise monitoring must be in place so as to ensure that noise levels are within the legal acceptable decibel range (85 decibel). Demarcated noise spaces (zones) should be considered such trespassing into such spaces is restricted.

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The Principal Contractor must ensure decanting of any other school landuse exposed to vibration effects of construction works (excavation, backfilling and compaction). Scheduling of vibration emitting works such that there is minimal exposure to students and school staff i.e over weekends, at night, early hours before or after normal school operations must be considered. Vibration monitoring by the PC and necessary awareness signage and no trespassing must be in place.



Storage of hazardous chemical substances and general stacking and storage on site

The Principal Contractor must store minimal quantities of hazardous chemical substances, ideally only quantities that shall be used in the short run must be brought to site. The Principal Contractor must ensure that storage of hazardous chemical substances is within the designated site camp area or at an area as agreed upon with project stakeholders (school Principal Approval is mandatory). The PC must demonstrate that an adequate fire risk assessment in relation to school operations and mitigation thereof is in place. Demarcation and cordoning of construction zones where there is high concentrations of HCS (air monitoring techniques) must be put in place by the Principal Contractor. Scheduling of construction works with an objective of reducing exposure (weekends and night works) to school children and staff must be considered by the PC. Selection and use of chemicals with low toxicity levels and fume emitting characteristics must be considered by the Principal Contractor.

Stacking and storage must be done within the site camp boundaries or at a designated stacking and storage area (including lay down area) further away from the school operations. Segregation and separation of stacking and storage area (use of physical barricade- fence and reflective netting) must be put in place by the Principal Contractor. Stacking and storage must be done in areas where there is prior approval by the school representatives. A Stacking and Storage Supervisor must be appointed to oversee contractor stacking and storage practices on site. Awareness creation through various workshops on hazards and consequent risks inherent with stacking and storage and other construction aspects must be conducted by the Principal Contractor.

Waste management

Waste management Procedure must be put in place by the PC with an objective to minimize waste generation, recycle waste, re-use waste and to ensure responsible waste-disposal. Waste manifests must be retained all the times. A designated waste management area must be positioned further away from the school’s operations or within the site camp area. An appointed waste contractor must collect all the waste and submit waste manifest upon final disposal. An appointed person must be in place so as to oversee waste management at

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the school such that it does not accumulate to levels that pose a health, safety and environmental risk to school students and staff.

Security and access control

The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied. The principal contractor must develop a set of security rules and procedures and maintain these throughout the construction period.



The Principal Contractor shall provide a guard house for a security working during the day and at night if recommended. The guard house should be in good condition and at-least meet minimum requirements as per environmental regulations for workplaces. The security services provider must be sourced from the local community. Registration with Private Security Industry Regulatory Authority is prerequisite. All visitors must report to the site office, sign the security access register and also the induction register. The PC must retain a register of all the Security Personnel, including contact details and next of kin. The Security Service provider must notify the PC where there are changes to Security Personnel. All Security Officers must be in security uniform all the times. The Security Service provider must demonstrate and provide security emergency preparedness plans to the Principal Contractor.

9.3.5 Construction vehicles and mobile plant

Construction vehicles and mobile plant will be inspected by the PC’s CHSO or the Construction Manager prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Construction Regulations (2014).

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed having due regard to safety and health;
- Operated and/or driven by trained, certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant. A person who has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational practitioner in the form of Annexure 3
- Provided with safe and suitable means of access and egress;



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(j) All construction vehicles or mobile plant traveling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

Equipment Approval

Authorization for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Minimum two lights in front of vehicle
- Minimum two lights at rear of vehicle
- Driver side Air-Bag (Light Vehicles)
- Communications system where required
- High Visibility Flag for LV and Low profile equipment when interacting with large machinery
- Reflective Taping
- First-Aid Kit (where required)
- Emergency Roadside Triangles (minimum of three)
- Tyres in good condition
- Sound exhaust system
- Windscreen clear of cracks
- Safety belts fitted for all occupants
- Collision avoidance technology (where required)
- Signage for clear identification
- System for prevention of access and unauthorised usage
- Windscreen wipers
- Sealed and dust proof cabin (where required)
- Two stop blocks plus brackets (Excludes LDV's)
- Fire extinguisher plus bracket/Fire suppression system
- Canopy driver/Roll-over protection
- Warning hooter
- Reverse alarm (excludes LDV's)
- LHD's, dump truck and utilities not start in gear
- Rotating warning lights
- Footbrake test 2nd gear forward/reverse (vehicle must not move)
- Emergency brake test 2nd gear forward/reverse (vehicle must not move)
- Speed limit boards

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- Maximum number of persons indicated
- All drive shafts, couplings, pulleys and v-belts suitably guarded
- Equipment free of oil and other leaks
- Monthly inspections done
- Public driver’s permit
- Equipment Manual available
- Maintenance/Service Records

Operator Approval



Authorization for operators for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Operator’s Certificate (accredited training organisation);
- Operators Licence appropriate to the nature of the Mobile equipment;
- Operator’s knowledge tested and familiar with the controls for the vehicle;
- Public driver’s permit where required;
- Medical fitness certificate.

9.3.6 Symbolic Signage

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- “Eye Protection” symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- “Ear Protection” symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.

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- Emergency contact telephone numbers.
- Adequate fire fighting equipment signs.
- Speed limit signs.
- “MEN AT WORK”
- “DEEP EXCAVATION”
- “EXCAVATION IN PROGRESS”
- “NO WALKWAY”
- “NO TRESPASSING”
- “DANGER - LIVE CABLES”
- Risk based signage depending on the task being performed i.e. overhead work, hot work etc.

Risk based symbolic signage shall be put in place as the project evolves.

9.3.7 Electrical installations and machinery on construction sites

A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that:

- Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- All temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site;
- All electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site and a record of the inspections kept in the SHE File.

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9.3.8 Electrical and mechanical lockout

An electrical and mechanical (as applicable) lockout procedure must be developed by the principal contractor and submitted to the client's representative for approval before construction commences. All contractors on site must adhere to this lockout procedure.

9.3.9 Use and temporary storage of flammable liquids on construction sites



The principal contractor to ensure that, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations 4, 2003, ensure that:

- Where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- No person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- Only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- Where flammable liquids are decanted, the metal containers are bonded and earthed; and
- No flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

9.3.10 Fuel Storage

No petrol or fuel oil shall be stored in bulk quantities on site. No fuel shall be stored ***in excess of two thousand litres*** in any tank above or below ground level except with the prior written approval of the Chief Inspector. No petrol shall be stored in drums in excess of a total of two hundred litres in any building or other place except with the prior written approval of the Department of Employment and Labour Chief Inspector. No fuel oil shall at any time be stored underground unless it is stored in a suitable container or tank which does not leak.

Every storage tank provided at any filling station on the surface for the purpose of containing petrol or fuel oil shall be suitably constructed to an acceptable standard that would ensure the safe storage thereof. Suitable

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9.3.14 Construction employees' facilities

(1) A contractor must, in addition to the construction site provisions in the Facilities Regulations, 2004, promulgated by Government Notice No. R. 924 of 3 August 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employee representatives, or at least one shower facility for every 15 persons;
- (b) At least one sanitary facility for each sex and for every 30 workers;
- (c) Changing facilities for each sex; and
- (d) Sheltered eating areas.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

9.3.15 Personal and other Protective Equipment



The principal contractor is required continuously to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employees.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which

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- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

9.3.17 Public health and safety

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:



- Non- employees entering the site for whatever reason;
- The surrounding community.
- School children within the project footprint.
- Businesses that are within the project footprint.
- Residents that are within the project footprint.
- Passers-by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks of the project and the control measures to be observed. The Principal Contractor should make efforts to identify the project site boundaries areas such as borrow pits and ensure that adequate measures are in place to protect the public especially in the absence of the Principal Contractor after working hours.

9.3.18 Hazardous chemical substances

The principal contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment

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explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and

(l) Must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.



9.3.20 Hand Tools

The contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No home-made hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

9.3.21 Ladders

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.

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9.3.24 Asbestos removal

The appointed Principal Contractor must appoint a competent (registered) asbestos removal subcontractor for the removal of asbestos on site. The appointed asbestos removal contractor must submit a comprehensive health and safety file, which should detail the health and safety plan for the asbestos removal, asbestos removal risk assessment and accompanying method statements for the removal of asbestos, competence and registration as an approved asbestos handler, and other relevant asbestos removal risk-based policies and procedures aligned to Asbestos Abatement Regulations.

9.3.25 Demolition works

All demotion works shall be conducted by a competent person appointed in writing as per Construction Regulations 14. A suitable and sufficient demolition risk assessment and the accompanying demolition method statement must be submitted to the CHSA / Resident Engineer for approval. The demolition method statement must clearly spelt out the demolition place including sequence of events, identify hazards and risks inherent to demolition including mitigation thereof. All demolition material must be disposed of as per the demolition plan, a registered facility must be used and waste manifests must be retained at all the times.

9.3.26 Lifting operations (crane works and other)

The provisions of Driven Machinery Regulations must be adhered to for all the lifting project scope of works. Cranes used on site must be accompanied by valid load test certificates for the crane and other lifting accessories. Driver competence and competence for the riggers must be available and form part of the lifting operations health and safety toolkit. A suitable and sufficient risk assessment for the lifting operations must be in place notwithstanding the accompanying safe work procedure(s) and method statement of works.



9.3.27 Fall Protection

A suitable and sufficient risk assessment will be required for any work to be carried out above two metres from the ground or any floor level. This work will be classified as “work in elevated positions”. The Fall Protection Plan must be relevant to the Construction of the Reservoir and any other project tasks where work shall be conducted at height.

A competent (Fall Protection Plan qualification US 229994) person to prepare Fall Protection Plan (FPP) and ensure that is implemented, amended and maintained;

Ensure adherence to FPP include but not limited to:

- Include a risk assessment of work from a fall risk position, and procedures and methods used

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- include process for evaluation of employee’s medical fitness and records thereof
- include programme for training and records thereof
- include equipment inspection, testing and maintenance
- include rescue plan
- retain updated copy of FPP

Contractor must ensure that unprotected openings in floors, edges, slabs, hatchways and stairways- guarded, fenced or barricaded;

Protection is provided for persons from falling through openings; signage is to be provided as well and no person is required to work in a fall risk position, unless work is performed safely;

Fall prevention and equipment are—

- (i) approved for strength;
- (ii) securely attached to a structure or plant; and
- (iii) fall arrest equipment used only where it is not reasonably practicable to use fall protection equipment.
- (iv) Fall protection equipment such as safety harnesses must be load tested (quarterly) as they consist lifting equipment.



Where work at height is done, particularly during the construction of the reservoir -

- the contractor must ensure the construction of the reservoir works is properly planned;
- competent roof erectors are to be appointed;
- employee not to work during inclement weather conditions or hazardous conditions;
- covers to openings and fragile material must be strong enough to withstand imposed loads;
- platforms, coverings or other support provided to withstand persons weight; and guard-rails, barriers toe-boards or other protection to prevent the fall of any person, material or equipment.

9.3.28 Scaffolding

A scaffold is a temporary structure for the purpose of creating a work platform, on which workers can carry out their work at varying heights, whether on buildings under construction, or during maintenance of buildings.

The most serious risks associated with scaffolds are firstly that the structure itself may collapse, leading to damage and injuries. Secondly, the items on the scaffold may fall and be damaged or cause damage to items on a lower level or injure or kill people. Thirdly, people may fall from the scaffold and the results are usually serious or fatal.

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Various types of scaffolds

Five scaffolds are distinguished, namely:

- Suspended scaffold
- Rope Access
- Inclined scaffold
- Trestle scaffold
- Putlog scaffold

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice sans 10085-1:2024.



Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.

Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

9.3.29 Waste management



Solid Waste

- Littering on site and the surrounding areas is prohibited.
- Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- All bins must be cleaned of litter regularly.
- All waste removed from site must be disposed at a municipal/approved waste disposal site (proof of disposal must be kept in the safety file).
- Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- Waste must be recycled wherever possible.

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Hazardous Waste

- No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- The Contractor must maintain a hazardous material register.

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11 Specification requirements for monitoring, measurement and assessment

11.1 Monthly OH&S reporting by the Principal Contractor

The principal contractor is required to provide appointed Construction Health and Safety Agent with a monthly OHS report, which should include monthly OHS statistics on the last working day of the month.

11.2 Medical screening of Contractor employees performing work activities for the project

No employee shall commence with project activities in the absence of valid entry medical examination certificate as issued by a registered Occupational Medical Practitioner. The PC should retain a register of all entry medicals as conducted for all employees on site. Where there are 'medical' comments on the respective entry medical examination certificate, the PC must ensure that follow up to this effect is conducted. POPI act should be observed for the retention of the entry medicals and conducted. All personnel that were part of the project must be subjected to an exit medical as conducted by a registered Occupational Medical Practitioner and such records should consist part of the project close-out report.

The Contractor must ensure that medical screening is conducted to:

- Any employee exposed to hazards and risks or operating machinery where any legislative requirement requires medical surveillance;
- Any employee exposed hazardous chemical hazards.


11.3 Safe Work Behaviour and Behavioural Observations

The Contractor and his employees, including those of his Sub Contractors, must observe and comply with the requirements of all relevant Government Acts, Rules and Regulations including, but not limited to, the Occupational Health & Safety Act, Construction Regulations (2014), any Project Management Safe Working Instructions, and the SHE Project Specifications.

- A total of one (PTO) Planned Task/Job Observations shall be completed and logged on site by each manager, supervisor and foreman at least twice a month.
- A formal BBS system will be rolled out on site and observations will be conducted by occupation, task or activity.

Reviewed by: Robert Ndlovu

Signature:



Designation: Pr CHSA 111/2020

Date: 16 February 2026

Organisation: KKN Consulting and Project Managers

PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the DPW’s website www.publicworks.gov.za under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract.



PART C2.3: BILLS OF QUANTITIES



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT
	<p><u>SECTION NO. 1: PRELIMINARIES AND GENERALS</u></p> <p><u>BILL NO. 1: PRELIMINARIES</u></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</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</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, 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 above-mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></p> <p><u>User Note</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same</p> <p>The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future</p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p>				

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

STRUCTURE OF THIS PRERIMILARIES BILL

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

Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries

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

PRICING OF PRELIMINARIES

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

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1 - A7)

1 Clause 1. - Definitions and interpretation

Pricing of bills of quantities

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

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

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

Abbreviated descriptions

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

Legal status of contractor

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

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement

2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons

The contractor shall not alter its composition or legal status without the prior written consent of the employer

Fixed	Item	1	R	-
Value Related	Item	1	R	-
Time Related	Item	1	R	-

2 Clause 2.0 - Law, regulations and notices

User note

Insert the following for residential developments only

The cost to the employer of the NHBRC levies mentioned below is to be conveyed to the employer in order to present an overall building cost

NHBRC levies

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

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

3 Clause 3.0 - Offer and acceptance

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

4 Clause 4.0 - Cession and assignment

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

5 Clause 5.0 - Documents

Value Added Tax

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

Priced document as specification

Clause 5.4 is deemed to be deleted

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

User note

Insert the following where applicable

Electronic issue of drawings

All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]

Fixed Item 1

Value Related Item 1

Time Related Item 1

6 Clause 6.0 - Employer's agents

User note

Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1

Delegated authority

The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:

User note

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

1. Architect

User note

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

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the works

1.2 Contract instructions [6.2; 17.1] :

1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

1.2.3 The site [13.0]

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

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

1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any materials and goods

1.2.9 Protection of the works

1.2.10 Making good physical loss and repairing damage to the works [23.2.2]

1.2.11 Rectification of defects [21.2]

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

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

1.2.14 Appointment of a subcontractor [14.0; 15.0]

1.2.15 Work by direct contractors [16.0]

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

2. Quantity surveyor

User note

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

2.1 Duties [6.2] :

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

2.2 Contract instructions [6.2; 17.1] :

2.2.1 No contract instructions delegated to the quantity surveyor

3. Civil and structural engineer

User note

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

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works

3.2 Contract instructions [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

3.2.3 The site [13.0]

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

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

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any materials and goods

3.2.9 Protection of the works

3.2.10 Making good physical loss and repairing damage to the works [23.2.2]

3.2.11 Rectification of defects [21.2]

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

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

4. Mechanical engineer

User note

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

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 Contract instructions [6.2; 17.1] :

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

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

4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any materials and goods

4.2.8 Protection of the works

4.2.9 Making good physical loss and repairing damage to the works [23.2.2]

4.2.10 Rectification of defects [21.2]

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

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

5. Electrical engineer

User note

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

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 Contract instructions [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

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

5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any materials and goods

5.2.8 Protection of the works

5.2.9 Making good physical loss and repairing damage to the works [23.2.2]

5.2.10 Rectification of defects [21.2]

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

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

6. Wet services engineer

User note

not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

6.1 Duties [6.2] :

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works

6.2 Contract instructions [6.2; 17.1] :

6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

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

6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

6.2.6 Removal or re-execution of work

6.2.7 Removal or substitution of any materials and goods

6.2.8 Protection of the works

6.2.9 Making good physical loss and repairing damage to the works [23.2.2]

6.2.10 Rectification of defects [21.2]

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

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

7. Fire consultant

User note

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

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

7.1 Duties [6.2] :

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works

7.2 Contract instructions [6.2; 17.1] :

7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement

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

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

7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any materials and goods

7.2.8 Protection of the works

7.2.9 Making good physical loss and repairing damage to the works [23.2.2]

7.2.10 Rectification of defects [21.2]

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

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

8. Health and safety consultant

User note

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

8.1 Duties [6.2] :

The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:

8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended

8.1.2 Prepare and update the health and safety specification for the works

8.1.3 Agree with the contractor the health and safety plan for the works

8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations

8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

7 Clause 7.0 - Design responsibility

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Insurances and securities (A8-A11)

8 Clause 8.0 - Works risk

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

9 Clause 9.0 - Indemnities

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

10 Clause 10.0 - Insurances

Fixed	Item	1
Value Related	Item	1

		Time Related	Item	1
11	Clause 11.0 - Securities			
	<u>User note</u>			
	If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:			
	Guarantee for payment			
	The employer shall provide to the contractor a guarantee for payment in the amount of.....Rand (R.....) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10]			
	<u>User note</u>			
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:			
	Extension of waiver of lien			
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	Execution (A12 - A17)			
12	Clause 12.0 - Obligations of the parties			
	Office accommodation			
	The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]			
	Notice board			
	The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]			
	Statutory and other notices			
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard			
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto			
		Fixed	Item	1

		Value Related	Item	1
		Time Related	Item	1
13	Clause 13.0 - Setting out			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
14	Clause 14.0 - Nominated subcontractors			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
15	Clause 15.0 - Selected subcontractors			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
16	Clause 16.0 - Direct contractors			
	Attendance on direct contractors			
	In respect of direct contractors the contractor shall:			
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials			
	2. Allow the use of personnel welfare facilities, where provided			
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation			
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
17	Clause 17.0 - Contract instructions			
	Site instructions			
	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	Completion (A18 - A24)			
18	Clause 18.0 - Interim completion			
19	Clause 19.0 - Practical completion			
		Fixed	Item	1

		Value Related	Item	1
		Time Related	Item	1
20	Clause 20.0 - Completion in sections			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
21	Clause 21.0 - Defects liability period and final completion			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
22	Clause 22.0 - Latent defects liability period			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
23	Clause 23.0 - Revision of the date for practical completion			
	Substitution of materials and goods			
	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
24	Clause 24.0 - Penalty for late or non-completion			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
1	Payment (A25 - A27)			
25	Clause 25.0 - Payment			
	Prices submitted			
	Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
26	Clause 26.0 - Adjustment of the contract value and final account			

Fluctuations in costs

All fluctuations in costs, shall be for the account of the employer [26.9.5]

User note

Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted

Tenant installation/user requirements delayed

There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to practical completion

Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works

The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission

Cost of claims

All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs

Claims from subcontractors

The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

27 Clause 27.0 - Recovery of expense and/or loss

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Suspension and termination (A28 - A29)

The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Clause 27.0 - Recovery of expense and/or loss

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Suspension and termination (A28 - A29)

28 Clause 28.0 - Suspension by the contractor

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

29 Clause 29.0 - Termination

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

4 Dispute resolution (A30)

30 Clause 30.0 - Dispute resolution

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

5 Agreement

The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Contract data

User note

Insert under the above heading, with suitable subheadings, any amendments, modifications, corrections or supplements to the contract data

Tenderer's selections

Before submission of his tender the contractor is to complete the tenderer's selections in the contract data

User note

All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

SECTION B: GENERAL PRELIMINARIES

User note

Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data

Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary

Definitions and interpretation (B1)

30 Clause 1.1 - Definitions

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

31 Clause 1.2 - Interpretation

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Documents (B2)

32 Clause 2.1 - Checking of documents

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

33 Clause 2.2 - Provisional bills of quantities

User note

Check "wet trades" included in the bills of quantities and edit the following clause as may be necessary

Multiple procurement

These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are budgetary allowances and/or provisional sums

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

34 Clause 2.3 - Availability of construction information

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

35 Clause 2.4 - Ordering of materials and goods

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Previous work and adjoining properties (B3)

36 Clause 3.1 - Previous work - dimensional accuracy

Fixed	Item	1
Value Related	Item	1

		Time Related	Item	1		
37	Clause 3.2 - Previous work - defects					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
38	Clause 3.3 - Inspection of adjoining properties					
	The site (B4)					
39	Clause 4.1 - Handover of site in stages					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
40	Clause 4.2 - Enclosure of the works					
	<u>User note</u>					
	Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
41	Clause 4.3 - Geotechnical and other investigations					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
42	Clause 4.4 - Encroachments					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
43	Clause 4.5 - Existing premises occupied					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
44	Clause 4.6 - Services - known					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
	Temporary services (B8)					
45	Clause 8.1 - Water					
		Fixed	Item	1		
		Value Related	Item	1		

		Time Related	Item	1		
46	Clause 8.2 - Electricity					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
47	Clause 8.3 - Ablution and welfare facilities					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
48	Clause 8.4 - Communication facilities					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
	Prime cost amounts (B9)					
49	Clause 9.1 - Responsibility for prime cost amounts					
	<u>User note</u>					
	Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion					
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
	Attendance on subcontractors (B10)					
50	Clause 10.1 - General attendance					
	User note					
	General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement					
		Fixed	Item	1		
		Value Related	Item	1		
		Time Related	Item	1		
51	Clause 10.2 - Special attendance					
	<u>User note</u>					
	Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately					

It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill

Fixed Item 1

Value Related Item 1

Time Related Item 1

General (B11)

52 Clause 11.1 - Protection of the works

Fixed Item 1

Value Related Item 1

Time Related Item 1

53 Clause 11.2 - Protection/isolation of existing works and works occupied in sections

Fixed Item 1

Value Related Item 1

Time Related Item 1

54 Clause 11.3 - Security of the works

Fixed Item 1

Value Related Item 1

Time Related Item 1

55 Clause 11.4 - Notice before covering work

Fixed Item 1

Value Related Item 1

Time Related Item 1

56 Clause 11.5 - Disturbance

User note

The following clause may be used should "disturbance" [11.5] need to be extended

Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever

Fixed Item 1

Value Related Item 1

Time Related Item 1

57 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works

User note

Insert the following clause if an environmental management plan (EMP) is available and insert the EMP in an annexure

Environmental management plan

The employer has prepared an environmental management plan (EMP) (refer to Annexure ? for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP

Fixed Item 1

Value Related Item 1

Time Related Item 1

58 Clause 11.7 - Works cleaning and clearing

Fixed Item 1

Value Related Item 1

Time Related Item 1

53 Clause 11.8 - Vermin

Fixed Item 1

Value Related Item 1

Time Related Item 1

60 Clause 11.9 - Overhand work

Fixed Item 1

Value Related Item 1

Time Related Item 1

61 Clause 11.10 - Tenant installations

Fixed Item 1

Value Related Item 1

Time Related Item 1

62 Clause 11.11 - Advertising

Fixed Item 1

Value Related Item 1

Time Related Item 1

SECTION C: SPECIFIC PRELIMINARIES

User note

Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1

Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

63 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor

Fixed Item 1

Value Related Item 1

Time Related Item 1

64 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer

Fixed Item 1

Value Related Item 1

Time Related Item 1

65 Cooperation of the contractor for cost management

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget

Fixed Item 1

Value Related Item 1

Time Related Item 1

66 Overloading

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

67 Propping of floors below

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

68 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

Broad based black economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works

The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

69 Advertising rights

The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement

Fixed	Item	1
Value Related	Item	1

		Time Related	Item	1
70	Confidentiality			
	The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works			
	No information regarding this project shall be published or disclosed without the prior written consent of the employer			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	Media releases			
	All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer			
	The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed			
	Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	C2 GENERAL PREAMBLES			
	The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used			
		Fixed	Item	1
		Value Related	Item	1
		Time Related	Item	1
	C3 TRADE NAMES			
	Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders			
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for			

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C4 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C5 - C9 SECURITY CLAUSES

Clause C5 - C9: Viewing of site in security areas, commencement of work in security areas, entrance permits to security areas, security check on personnel, prohibition on taking photographs are not applicable.

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C10 OCCUPATIONAL HEALTH AND SAFETY

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

It is required of the contractor to thoroughly study the Health and Safety Specification attached to the bills of quantities.

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the principal agent, notwithstanding the provisions of clause A3.10 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act Construction Regulations and Health and Safety Specification is made below.

It is explicitly pointed out that all requirements of the aforementioned are deemed to be priced below,

Irrespective whether rates are annexed to the item below or not, the Contractor will not be indemnified of their obligations as per OHS specification, building regulations as well as the above mentioned OHS Act

The contractor shall:

1. Comply with the health and safety specification for the works

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

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C11 REPORTING BY CONTRACTOR

C11.1 The Contractor is required to complete the CONTRACTOR MONTHLY REPORT which is to be submitted together with the Contractor's payment claim. Payment of the Contractor is conditional on this information being accurate and timeously provided. Payment shall be subject to the Employer giving the Contractor a tax invoice for the amount due. The Contractor is to take note of the following requirements -At the bottom of the CONTRACTOR MONTHLY REPORT, the Site Agent, Clerk of Works, CLO or Contractor must sign the document as proof that the people indicated have worked the number of days

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Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C12 LOCAL LABOUR AND LOCAL BUILDING MATERIALS

C12.1 It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract. Should adequate and appropriate labour not be available within the locality, other labour may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour. The contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilisation of local labour in the construction process. The contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The contractor shall, in general, maximise the involvement of the local community.

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Item	1
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C13 LOCAL BUILDING MATERIALS

C13.1 Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province provided that:

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- (a) Such materials comply in all respects with the specific requirements of PW371 specification
- (b) The availability of such material shall not adversely affect the desired progress of the specific works
- (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof.

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

C14 EMPLOYMENT OF SMME CONTRACTORS AS "SUB-CONTRACTORS" TO THE PRINCIPAL CONTRACTOR

74 The Tenderers must allow for all costs applicable that they may feel will be associated with the successful integration, development of and completion of SMME Sub-contractors' work to the approval of the Principal Agent on this project.

Approximately 30% of the project value must be allocated to SMME Sub-contractors. Successful contractor will be required to supply verified monthly statements/schedules (verified by their auditors) indicating the % achieved for that month. A cumulative schedule also needs to be maintained for each month that has passed. Failure by a main contractor/service provider to comply with the provisions of this policy in respect of meaningful participation of SMME's, will result in the application of a penalty.

The penalty applicable will be equal to the value of the shortfall.(Difference between the submitted plan and what has been achieved)

Any additional costs that the Tenderers may deem applicable due to the use and implementation of 30% of SMME Subcontractors programme, including the following but not limited to should be allowed for in this item (Clause C16), no claim for any additional costs attributable to the incorporation and development of SMME Sub-contractors on this project will be entertained after the tenders are submitted.

- 1. Contractor's profit & Attendance
- 2. SMME's preliminaries & General including OHS

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

SUMMARY OF CATEGORIES

Fixed	Item	1
Value Related	Item	1
Time Related	Item	1

SECTION SUMMARY - SECTION 1 - PRELIMINARIES AND GENERAL

SECTION 1 SUMMARY TOTAL CARRIED FORWARD TO FINAL SUMMARY		T		
1	Preliminaries and General	ST		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION 2: BUILDING WORKS</u></p> <p><u>BILL No. 1 - DEMOLITIONS</u></p> <p><u>PREAMBLES</u></p> <p>NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>"Tenderers are advised to visit the site before submitting a tender as to satisfy themselves with the nature and extent of the work to be done for the proper completion of the work"</p> <p>The submission of a tender will imply that the contractor has physically visited the site and fully understands the content and extent of the work described in this bill and no claims in this respect will be afterwards entertained</p> <p>The contractor shall completely demolish the buildings, etc in a skilful, practical and same manner</p> <p>Unless otherwise described, kitchen and other equipment, machinery, etc shall remain the property of the employer and the removal from site thereof does not fall within the scope of this contract</p> <p>Demolitions shall include breaking up and removing:</p> <p>Any foundations (if so described);</p> <p>All external screen walls, ramps, aprons, surface water channels, rainwater sumps, gulleys, etc attached to the building to be demolished;</p> <p>"All services, manholes, etc in ground to a point not less than 1m beyond the perimeter of the building including plugging off ends of all remaining pipes, drains, etc, filling in holes where necessary and ramming and levelling to ground level"</p> <p>Where only a portion of a building is to be demolished, it shall be done without structural or other damage to the remaining portion of the building. Any such damage shall be made good by the contractor at his own expense</p> <p>The contractor shall, before commencing work, obtain all necessary authorisation for carrying out the work, by whatever means including the use of pneumatic equipment or blasting, give all necessary notices and pay all charges and fees in connection therewith. He shall also comply with all regulations pertaining to rodent extermination and obtain the requisite Rodent Extermination Clearance Certificate and pay all necessary fees. All receipts and certificates shall be left in the safekeeping of the principal agent. All the above-mentioned charges and fees shall be paid by the contractor and included in his prices</p> <p>The contractor shall give ample notice to the principal agent and local authorities regarding any disconnections necessary prior to the removal or interruption of electrical or telephone cables, water and sanitary services, etc</p> <p>After the handing over of the site to the contractor, the full risk of any loss or damage to the buildings to be demolished shall be the responsibility of the contractor and he shall take such precautions as he deems necessary against such loss or damage</p> <p><u>Explosives</u></p>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	No explosives whatsoever may be used for demolition purposes unless otherwise stated				
	<u>General</u>				
	Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent				
	Before and demolitions or alterations of existing buildings can take place the contractor must discuss with the school governing body the material from the demolitions or alterations that will become the property of the school. All such material agreed upon must be either be removed by the school or the contractor and handed over to the school before demolitions or alterations can start. All other material are to become the property of the contractor and are to be removed from the site				
	The contractor shall carry out the work with as little mess and noise possible and with a minimum of disturbance to the occupants. The contractor shall provide proper protection and provide and erect any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent, and remove when directed				
	<u>TAKING DOWN AND REMOVING</u>				
	<u>Take down and dispose Asbestos roof</u>				
1	Take down and dispose Asbestos roof from single storey Admin Building (Block 1) suspended, resting on piles, overall size of 340m2 and dispose to a site identified and located by the contractor	m2	340		
2	Take down and dispose Asbestos roof from double storey storey classroom (Block 2) suspended, resting on piles, overall size of 1128m2 and dispose to a site identified and located by the contractor	m2	1128		
3	Take down and dispose Asbestos roof from double storey storey classroom (Block 5) suspended, resting on piles, overall size of 780m2 and dispose to a site identified and located by the contractor	m2	780		
4	Take down and dispose Asbestos roof from toilet block (Block 3) suspended, resting on piles, overall size of 88m2 and dispose to a site identified and located by the contractor	m2	88		
5	Take down and dispose Asbestos roof from toilet block (Block 4) suspended, resting on piles, overall size of 104m2 and dispose to a site identified and located by the contractor	m2	104		
	<u>DEMOLISHING AND REMOVING</u>				
	<u>Demolish and remove</u>				
6	Demolish single storey Admin Building (Block 1) suspended, resting on piles, overall size of 340m2 and dispose debris to a site identified and located by the contractor	m2	340		
7	Demolish double storey classroom (Block 2) suspended, resting on piles, overall size of 1128m2 and dispose to a site identified and located by the contractor	m2	1128		
8	Demolish double storey classroom (Block 5) suspended, resting on piles, overall size of 780m2 and dispose to a site identified and located by the contractor	m2	780		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9	Demolish single storey toilet block (Block 3) suspended, resting on piles, overall size of 88m2 and dispose debris to a site identified and located by the contractor	m2	88		
10	Demolish single storey toilet block (Block 4) suspended, resting on piles, overall size of 104m2 and dispose debris to a site identified and located by the contractor	m2	104		
	<u>BREAKING AND REMOVING</u>				
11	Breaking and removal of dilapidated structures i.e masonry walls to sandpits, concrete walkways and pavers.	m2	182		
	<u>BILL No. 2 - EARTHWORKS</u>				
	NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Nature of ground</u>				
	The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"				
	<u>Ground level</u>				
	Unless otherwise stated all excavations depths, etc are measured from previously excavated terrace levels				
	<u>PROTECTION</u>				
	<u>Carting away of excavated material</u>				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site. The nomination of the dumping site is the Contractor's prerogative and is at his risk.				
	<u>Filling</u>				
	Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material				
	<u>SETTING-OUT</u>				
1	Allow for setting out, taking over, maintaining, re-establishing, protecting and handing over at the completion of the contract, all beacons, benchmarks, control pegs, etc.	Item	1		
	<u>SITE CLEARANCE</u>				
	Note: Where the value is of significance, the removal of hedges etc shall be given separately in meters or in number				
	<u>Site clearance</u>				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	2903		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>REMOVAL OF TREES, ETC</u>				
	<u>Taking out and removing, grubbing up roots and filling in holes</u>				
2	Tree stump not exceeding 1m high, exceeding 250mm and not exceeding 1000mm girth	No	4		
	<u>BULK EXCAVATION, FILLING, ETC</u>				
	<u>Digging up topsoil</u>				
3	Remove topsoil and vegetation to a depth of 150mm and deposit on site in spoil heaps where directed by the Engineer.	m3	407		
	<u>Open face excavation in earth over sloping site to reduce levels and depositing excavated material in prescribed stock piles on site.</u>				
4	Cut slightly moist; brown; firm; intact; sandy silt + quartzite gravel + cobble to a depth of 150-400mm and stockpile on site for reuse to finish platform embankments. Excess to be carted off site only on instruction by engineer to a location to be identified by the contractor.	m3	678		
5	Cut moist; light yellow brown; stiff; slicken sided; silty clay + calcrete to a depth of 400-1500m and stockpile on site for reuse.	m3	101		
	<u>Extra over bulk excavations in earth for excavation in</u>				
6	Soft rock	m3	10		
7	Hard rock	m3	5		
	<u>Extra over all excavations for carting away</u>				
8	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	621		
	<u>Keep excavations free of water</u>				
9	Keep excavations free of all water other than subterranean water	Item	1		
	<u>FILLING ETC</u>				
	<u>Earth filling obtained from prescribed stock piles on site</u>				
10	Fill moist; light yellow brown; stiff; slicken sided; silty clay + calcrete from stockpile compacting to a minimum of 93% MOD AASHTO dry density	m3	77		
	<u>Earth filling supplied by the contractor under pavings, etc</u>				
11	Imported G6 material compacting in 150mm layers to a minimum of 93% MOD AASHTO dry density to 380mm below final level of platform.	m3	80		
12	Imported G6 material compacting in 150mm layers to a minimum of 95% MOD AASHTO dry density to 230mm below final level of platform.	m3	740		
13	Imported G5 material 150mm base layer compacted to a minimum of 98% MOD AASHTO dry density to 80mm below final level of platform.	m3	602		
	<u>Compaction of surfaces</u>				
14	Compaction of in-situ surfaces, etc. including scarifying for a depth of 150mm, breaking down oversized material and compacting to a minimum of 93% MOD AASHTO dry density	m2	2750		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>TESTS</u>				
	<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>				
15	Modified AASHTO Density test	No	30		
	<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
	<u>Excavation in earth not exceeding 2m deep below natural ground level</u>				
16	Holes	m3	8		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
17	Soft rock	m3	3		
18	Hard rock	m3	2		
	<u>Extra over all excavations for carting away</u>				
19	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	13		
	<u>Risk of collapse</u>				
20	Sides of hole excavations not exceeding 1,5m deep	m2	35		
	<u>Keep excavations free of water</u>				
21	Keep excavations free of all water other than subterranean water	Item	1		
	<u>WEED KILLERS, INSECTICIDES, ETC</u>				
	<u>Soil insecticide in accordance with SANS 5859</u>				
22	Under paving, etc. including transitions against concrete aprons and kerbs	m2	2000		
23	To bottoms and sides of trenches etc	m2	40		
	<u>LEVELS</u>				
24	The Contractor is to employ a land surveyor to check levels and satisfy himself of the accuracy of the level as indicated on the construction drawings before any commencement of work. Any discrepancies shall be reported forthwith to the principal agent.	Item	1		
	<u>PARKING AREA AND PAVING</u>				
	Note: Where SABS 1200 or SANS preambles are not applicable, refer to other suitable				
	<u>Testing of material and filling</u>				
	Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series				
	<u>Precast concrete block road surfacing</u>				
	Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)				
	Clean sand shall be swept into joints between roadstones at completion				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
25	<p><u>Filling of coarse river sand supplied by the contractor, consolidated</u></p> <p>Under concrete pavings</p>	m3	38		
26	<p><u>60mm Thick 20MPa precast concrete interlocking block paving of 200 x 100 mm grey colour paving blocks with joints filled in with sand, in accordance with SANS 1058, laid to falls on 20mm thick sand layer elsewhere measured, compacted with a vibration compactor</u></p> <p>Concrete interlocking paving</p>	m2	1900		
27	<p><u>Precast barrier kerbs, 1000mm long on straight edge, 300mm long at curves</u></p> <p>Class 20/20, precast concrete kerbs</p>	m	179		
<p><u>BILL No. 3 - CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p>NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests. The testing shall be undertaken by an independent firm or institution nominated by the Contractor . (Test cubes are measured separately)</p> <p><u>Formwork</u></p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p> <p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></p> <p><u>15MPa/19mm concrete</u></p>					
1	Apron slab	m2	90		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>25MPa/19mm concrete</u>				
2	Bases	m3	4		
3	Joints	m3	2		
	<u>TEST CUBES</u>				
4	Making and testing 150 x 150 x 150mm concrete strength test cube (one set = three test cubes)	Sets	40		
	<u>CONCRETE SUNDRIES</u>				
	<u>Cast in only holding down bolts in exact position</u>				
5	Cast in only holding down bolts in exact position for structural steel members (bolts and steel members elsewhere measured)	No	176		
	<u>REINFORCEMENT</u>				
	NOTE: The Tenderer is to price the items below at the highest rate priced for the 10 reinforcement items above. The final account quantities will be paid against the actual items above based on the bending schedules issued by the Structural Engineer.				
	<u>Mild steel reinforcement to structural concrete work</u>				
6	Reinforcement to bases	to	5		
	<u>Fabric reinforcement</u>				
7	Type 395 fabric reinforcement	m2	90		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surfaces of concrete smooth with a powerfloat</u>				
8	Apron slab	m2	90		
	<u>BILL No. 4 - ROOF COVERINGS</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Profiled metal sheeting and accessories</u>				
	The following roof sheeting system is to be manufactured and installed in strict accordance with the Manufacturer's and/or Supplier's specifications.				
	Fixing of all roof sheeting is to be in accordance with the Manufacturer's approved Instruction Book.				
	<u>Erection, handling and storage:</u>				
	Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p>The Contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity.</p> <p>The Contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturers recommendations. Material damaged shall be rejected and replaced with undamaged material at the Contractors expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction.</p> <p><u>Cleaning, etc:</u></p> <p>All debris, swarf, etc. arising from the fixing of the cladding shall be removed from the sheeting as the fixing progresses. In addition, off-cuts of insulation, surplus fasteners and sealants, mandrels from pop rivets, off-cuts of flashings and sheeting, surplus flashing, food packaging, cartons, bottles, cans, etc shall not be left on the roof or in the gutters.</p> <p>Care shall be taken to ensure that no such material enters, blocks or partially impedes the flow of water into the outlets, down pipes, etc.</p> <p><u>PROFILED ROOF SHEETING AND ACCESSORIES</u></p> <p><u>0.58mm thick "Brownbuilt or equal approved SUPACLAD roof sheeting with silicone polyester Chromadek finish (colour to approval) to top side and polyester Chrimadek (half coat) to underside (colour to approval), on 75x50mm galvanised steel C-channel/lipped channel purlins at suitable centre to engineers details</u></p>				
1	<p>Roof covering with flat pitch, including raking, cutting and waste</p> <p><u>ROOF COVERING AND ACCESSORIES</u></p> <p><u>RAINWATER GOODS</u></p> <p><u>Purpose-made aluminium box gutters</u></p> <p>200 x 200 x 1.5mm thick box gutter fixed to chromadek facias with and including all necessary brackets and clips all in accordance with the manufacturer's specifications.</p>	m2	200		
2	<p>Extra over box gutter for outlet to 100mm diameter pipe</p>	m	217		
3	<p>Extra over box gutter for outlet to 100mm diameter pipe</p>	No	20		
	<p><u>Sundries</u></p> <p>Extra over for 0.58mm thick serated edge cap flashing with Global-Duro paint finish to match roof fixed to rib with 25 x 25 x 2mm steel bracket at 700mm c/cs and including all necessary fixing brackets all in accordance withthe manufacturer's specifications</p>	m	9		
4	<p>Extra over for stopped end</p>	No	20		
	<p><u>EAVES, VERGES, ETC</u></p> <p><u>High density plain chromodek fascias boards</u></p>				
6	<p>10 x 150mm high Chromadek Fascias boards</p>	m	217		
	<p><u>BILL No. 5 - METALWORK</u></p> <p>NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.</p>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions of bolts, anchors, etc</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 or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal with plugs at not exceeding 600mm centres</p> <p><u>STEEL STAIRCASES</u></p> <p><u>Galvanised steel staircases</u></p> <p>galvanised steel staircases and balustrading to prefabricated admin block, classrooms, kitchen and ablutions</p> <p><u>BOLTS</u></p> <p><u>Anchor Bolts</u></p> <p>M16 Hilti HSA stud anchor 120mm long</p> <p><u>BILL No. 6 - STRUCTURAL STEEWORk</u></p> <p>NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions of bolts, anchors, etc</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 or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal with plugs at not exceeding 600mm centres</p> <p><u>GALVANISED STEEL COLUMNS AND BEAMS</u></p> <p>Note: In the event of there being only a limited number of different heights or lengths of columns or beams, the specific heights or lengths may be given separately or may be suitably grouped together</p> <p><u>Welded columns in single lengths not exceeding 13m long, with flat base, cap, bearer and connection plates, bolted to concrete</u></p> <p>75 x 75 x 3mm x 2650m high, Square Hollow Section columns</p> <p><u>STEEL TRUSSES</u></p> <p><u>GALVANISED STEEL TRUSSES</u></p>				
1		No	11		
2		No	176		
1		No	44		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Welded roof trusses of square hollow section rafters, tie beams, rails, struts, braces, cleats, etc and flat bearer, gusset and connection plates, bolted to steel</u>				
2	75 x 75 x 3mm x 6000m long, Square Hollow Section rafters	t	3		
	<u>STEEL PURLINS, GIRTS, BRACING, ETC</u>				
	<u>GALVANISED STEEL PURLINS, GIRTS, BRACING, ETC</u>				
	<u>Purlins and girts, bolted to steel</u>				
3	100 x 50 x 20 x 2mm Thick cold-formed lipped channel purlins	t	3		
4	75 x 75 x 2mm Thick x 6000mm long cleats welded to rafters	t	3		
	<u>BILL No. 7 - PLUMBING AND DRAINAGE</u>				
	NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>PREAMBLES</u>				
	Tenderers are advised to study the Model Preambles for Trades (1995 edition) as recommended and published by the Association of South African Quantity Surveyors				
	<u>Trade names</u>				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required.				
	<u>Descriptions and Preambles</u>				
	Reference shall be made to other trades for preambles and full descriptions of items not fully described in this trade which shall apply equally to work in this trade, unless otherwise described				
	<u>Rates</u>				
	Rates for all piping, fittings, etc shall include for all fixing in position of fittings, cutting of chases in brickwork or concrete, excavation of trenches, backfilling, etc unless otherwise described				
	<u>Diameter of pipes</u>				
	Diameters stated for pipes, traps, valves, etc are internal diameters, except uPVC, polyethylene, stainless steel and copper pipes for which external diameters are stated				
	<u>Reducing fittings</u>				
	Where fittings have reducing ends or branches they are described as "reducing"				
	In the case of pipes with diameters not exceeding 60mm, only the largest end or branch is given. Should the Contractor wish to use other fittings and bushes or reducers, he may do so on the understanding that no claim in this regard will be entertained				
	In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained				
	<u>Laying, backfilling, bedding, etc of pipes</u>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturer's instructions</p> <p><u>uPVC Pipes and fittings</u></p> <p>Sewer and drainage pipes and fittings shall be according to SABS 791, jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be according to SABS 967 and solvent jointed</p> <p>Cold water supply pressure pipes and fittings shall be according to SABS 966 and jointed by means of the "Lyng" type jointing system</p> <p>Pipes shall be fixed and jointed according to SABS 0112</p> <p><u>Copper pipes</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin wall hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper pipes, capillary soldier fittings and compression fittings shall be Cobra Watertech or other equal approved type. Capillary soldier fittings shall comply with ISO 2016</p> <p><u>Heavy duty polythylene piping (HDPE)</u></p> <p>HDPE pipes shall be according to SABS 533 and fittings shall be of plastic compression type jointing. Jointing and laying shall be in accordance with the manufacturer's instructions</p> <p><u>RAINWATER DISPOSAL</u></p> <p><u>uPVC rainwater pipes</u></p> <p>2600mm high, 100mm diameter down pipe fitted to box gutter including all necessary brackets and clips all in accordance with the manufacturer's specifications.</p>				
1	Extra over for shoe	No	53		
2	Extra over for swan neck projection 300mm in length	No	53		
3		No	53		
	<u>WATER SUPPLY</u>				
15	Excavation in earth not exceeding 2m deep for pipe trenches	m3	140		
16	Backfilling to pipe trenches	m3	131		
17	Extra over for pipe trench excavation in Soft rock	m3	39		
18	Extra over for pipe trench excavation in Soft rock	m3	26		
19	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	197		
	<u>uPVC (class 34) water supply pipes</u>				
20	75mm Pipe laid in and including trenches exceeding 2m and not exceeding 3m deep	m	140		
	<u>Extra over uPVC class 34 for fittings</u>				
21	75mm Bend	No	12		
	<u>Extra over uPVC (class 34) sewer pipe for fittings</u>				
22	75mm Bend	No	12		
23	75mm Junction	No	12		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
24	75mm Rodding eye	No	6		
25	75mm Inspection eye	No	6		
	MANHOLE				
	<u>Double skin brick 700mm deep manhole with class 20/19 base concrete, class 25/19 top concrete with mesh 193 and 450x600mm cast iron double seal cover frame with the following minimum inside dimensions:</u>				
26	Inside dimensions: 1040mm x 1040mm x 700mm	No	7		
	<u>BILL No. 8 - PREFABRICATED STRUCTURES</u>				
	NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>PREAMBLES</u>				
	For preambles, see "Construction Specifications - General Specification and Construction Specifications"				
	Prefabricated containers placed in paving platform and use jacks to uplifts the structure				
	<u>PREFABRICATED STRUCTURES</u>				
	Note: Where SABS 1200 or SANS preambles are not applicable, refer to other suitable				
	<u>Prefabricated structures (clarooms, offices and ablutions)</u>				
1	Suply and install of mobile double pitched prefabricated structure for Administrative Block, size 15000 x 7060 x 2621mm high, complete installation (as per the architect specification and use jacks to uplift the structure)	No	1		
2	Suply and install mobile double pitched prefabricated structure for classrooms 1 - 6, size 8000 x 7000 x 2621mm high, complete installation (as per the architect specification and use jacks to uplift the structure)	No	6		
3	Suply and install of mobile double pitched prefabricated structure for male ablutions, size 9300 x 3000 x 2621mm high, complete installation (as per the architect specification and use jacks to uplift the structure)	No	1		
5	Suply and install of mobile double pitched prefabricated structure for female ablutions, size 9300 x 3000 x 2621mm high, complete installation (as per the architect specification and use jacks to uplift the structure)	No	1		
5	Suply and install of mobile double pitched prefabricated structure for kitchen, size 6980 x 7060 x 2621mm high, complete installation (as per the architect specification and use jacks to uplift the structure)	No	1		
SECTION SUMMARY - SECTION 2 - BUILDING WORKS					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SECTION 2 SUMMARY TOTAL CARRIED FORWARD TO FINAL SUMMARY					
			T		
	Bill No. 1 - Demolitions	ST			
	Bill No. 2 - Earthworks	ST			
	Bill No. 3 - Concrete, Formwork and Reinforcement	ST			
	Bill No. 4 - Roof Coverings	ST			
	Bill No. 5 - Metalwork	ST			
	Bill No. 6 - Structural steelwork	ST			
	Bill No. 7 - Plumbing and Drainage	ST			
	Bill No. 8 - Prefabricated blocks	ST			

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION 3: ELECTRICAL WORK</u>				
	<u>BILL No. 1 - ELECTRICAL WORK</u>				
	<u>DISTRIBUTION BOARDS</u>				
	NOTE : All Equipment To Be SABS Approved And Bear The SABS Performance Mark				
	New Surface/Recess Mounted Distribution Boards Accordance With The Specifications And Schedule Of Distribution Boards.				
1	MDK, Fault Level: 5kA	No	1		
2	EDK 1, Fault Level: 5kA	No	1		
3	EDK 2, Fault Level: 5kA	No	1		
	<u>Provision For Electricity Connection</u>				
4	Provision for electricity connection	Item	1		
	<u>Provision For Electricity Connection Upgrade</u>				
5	Allow For Testing, Balancing And Commissioning The Whole Of The Electrical Installation As Laid Down In The Specification And For Re-Testing As May Be Required After The Making Good Of All Defective Work To The Satisfaction Of The Department And The Engineer.	Item	1		
	Provision Of Certificates Of Compliance For The Electrical Installation.	Item	1		
	<u>MAINS CABLING AND WIRING</u>				
	<u>Cables</u>				
6	25mm2 x 4core	m	105		
7	16mm2 x 3 core	m	40		
8	10mm2 x 3 core	m	46		
8	6mm2 x 3 core	m	342		
9	4mm2 x 3 core	m	20		
	<u>Terminations for</u>				
10	25mm2 x4 core	No	2		
11	16mm2 x 3 core	No	2		
12	10mm2 x 3 core	No	2		
13	6mm2 x 3 core	No	18		
14	4mm2 x 3 core	No	4		
	<u>Bare Copper Earth Wire</u>				
	<u>Wired tied to cables installed in the above scheduled cables including terminations</u>				
15	16mm2	m	105		
16	10mm2	m			Rate Only
17	6mm2	m			Rate Only
	<u>Cable sleeves</u>				
18	<u>Heavy duty or flexible (Kabelflex) PVC cable sleeve laid in open trench including cutting and joining</u>				

	NOTE: Spare sleeves for future use to be sealed at both ends			
19	110mm	m	188	
20	110mm slow bends	No	6	
21	75mm	m	279	
22	75mm slow bends	No	22	
23	50mm	m		Rate Only
24	50mm slow bends	No		Rate Only
25	32mm	m	1	
26	32mm slow bends	No	1	
	<u>Trenching for Cables</u>			
	<u>Trenching of cable trenches 600mm deep x 400mm wide including backfill and compacting.</u>			
27	Earth or pickable ground	m	211	
28	Soft rock requiring use of pneumatic tools	m3	18	
29	Hard rock requiring use of dynamite	m3	10	
30	Allow for the importing of suitable soil to be used as either bedding layer and/or backfilling layer (bedding to be in layer of 75mm and backfilling in layers of 150mm)	m3	28	
	<u>Filling obtained from excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density</u>			
31	Allow for the backfilling of the trenches, using imported soil and/or selected (excavated) material	m3	57	
	<u>Cables Labelling</u>			
32	Label cables on both ends with numbering beads or non-corroding straps to indicate their connection points.	Item	1	
	<u>Cable Warning Tape</u>			
33	Skull and Crossbones Danger Tape	m	211	
	<u>Cable Markers</u>			
34	Concrete cable markers complete with galvanised wire fastened to cable and aluminium marker plate. with description	No	5	
	<u>Low Voltage Earthing</u>			
35	Allow for bonding of the electrical installation	Item	1	
	<u>Earth Spikes</u>			
36	Supply, delivery to site, installation of earth spikes including all fastening materials, lugs, etc.			
37	1800mm x 16mm diameter	No	16	
	<u>Manholes</u>			
	<u>Double skin brick 700mm deep manhole with heavy duty cover with the following minimum inside dimensions:</u>			
38	inside dimensions: 600mm x 600mm x 700mm	No	1	
SECTION SUMMARY - SECTION 3 - ELECTRICAL WORK				

SECTION 3 SUMMARY TOTAL CARRIED FORWARD TO FINAL SUMMARY		T		
Bill No. 1 - Electrical Work	ST			

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION 4: MECHANICAL WORK</u>				
	<u>BILL No. 1 - MECHANICAL WORK</u>				
	NOTE:Tenderers are advised to study the Model Preambles for Trades before pricing this Bill.				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>PREAMBLES</u>				
	Tenderers are advised to study the Model Preambles for Trades (1995 edition) as recommended and published by the Association of South African Quantity Surveyors				
	<u>Trade names</u>				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required.				
	<u>Descriptions and Preambles</u>				
	Reference shall be made to other trades for preambles and full descriptions of items not fully described in this trade which shall apply equally to work in this trade, unless otherwise described				
	<u>WET SERVICES</u>				
	<u>Supply, erection and commissioning of complete drainage system accordig to SANS 10252 - 2. Complete with all necessary supports and fittings to complete the installation.</u>				
	<u>SVP Piping above ground</u>				
1	100mm yellow flexible hose	m	18		
	<u>PROVISION OF WATER</u>				
	<u>Class 12 uPVC piping</u>				
2	25mm Ø	m	22		
3	32mm Ø	m			Rate Only
	<u>Equal tee (compression)</u>				
4	32mm Ø	No			Rate Only
	<u>Elbosws 90 degree (compression)</u>				
5	25mm Ø	No	6		
6	32mm Ø	No	1		
	<u>Concentric reducers (Class 12 uPVC)</u>				
7	32mm Ø x 25mm Ø	No	3		
	<u>Isolating ball valves</u>				
8	25mm Ø	No	3		
9	32mm Ø	No	1		
	<u>Equipment</u>				
10	10 litre under counter electric water heater	No	1		
	<u>CONNECTING TO THE EXISTING WATER SUPPLY</u>				
	<u>Digging and connecting to the existing water supply</u>				
11	Trenching and backfilling	m	24		

12	Cutting to existing pipe	No			Rate Only
13	75 x 32 reducer	No			Rate Only
<u>FIRE PROTECTION EQUIPMENT</u>					
<u>FIRE EXTINGUISHERS</u>					
<u>Supply, delivery and installation of wall mounted single sided fire extinguisher with aluminum frame</u>					
14	190mm module Red Chromadek F13 (Arrow down + fire extinguisher	No	12		
<u>PORTABLE FIRE EXTINGUISHERS</u>					
<u>Supply, delivery and installation of wall mounted portable fire extinguisher complete with a backing board, seal and mounting bracket.</u>					
15	9kg dry chemical powder	No	1		
16	4.5kg dry chemical powder	No	10		
17	2kg Co2	No	1		
18	Backing board, seal and mounting bracket.	No	11		
<u>Portable fire extinguisher cabinet</u>					
19	Supply, delivery and installation of a 9kg portable fire extinguisher heavy duty metal cabinet c/w break glass and key and mounting post	No	1		
SECTION SUMMARY - SECTION 4 - MECHANICAL WORK					

SECTION 4 SUMMARY TOTAL CARRIED FORWARD TO FINAL SUMMARY		T		
Bill No. 1 - Mechanical work	SR			

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 5 : PROVISIONAL SUMS				
	BILL NO. 1 - PROVISIONAL SUMS				
	General				
	If any of the work under this section is to be executed by the Contractor, he will be required to submit a detailed gross quotation for such work and the tendered percentage for "Profit" and Attendance" will be disregarded				
	If the final cost of the work under this section differs from that as being listed, the priced value for "Profit" will be adjusted in accordance with tendered percentage.				
	If any of the work under this section is deleted in total from this contract, no claim for "loss of profit" will be entertained				
	Attendance				
	Against the item "Attendance" the Contractor must allow for co-ordination of the the work, co-operation to the fullest with all the parties concerned and for general attendance, supervision and responsibility to clean up after completing the work				
	The amount priced by the Contractor for "Attendance" will remain fixed unless the scope of work has changed substantially in which case an adjustment may be considered				
	PROVISIONAL SUMS FOR SPECIALIST SUB-CONTRACT WORKS				
	Furniture				
1	Provide the amount of R 1 000 000.00 (One Million Rand) for Loose Furniture to Staff Room and Classrooms, including tables, desks, cabinets	Item	1	R1,000,000.00	R1,000,000.00
2	Profit.	%			
3	Allow for general attendance.	%			
	Relocation of prefabricated structures				
4	Provide the amount of R 200 000.00 (Two Hundred Thousand and Nil Cent) for relocation of prefabricated structures at completion of phase 2.	Item	1	R200,000.00	R200,000.00
5	Profit.	%			
6	Allow for general attendance.	%			
	Community Liaison Officer (CLO) and Project Steering Committee				
7	Provide the amount of R8 500.00 per month x 6 months for the services of a Community Liason officer	No	6	R8,500.00	R51,000.00
	Project Steering Committee				
8	Provide the amount of R 500.00 per month x 5 members x 6 months for the monthly seating allowance for the Project Steering Committee	No	6	R2,500.00	R15,000.00
SECTION SUMMARY - SECTION 5 PROVISIONAL SUMS					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SECTION 5 SUMMARY TOTAL CARRIED FORWARD TO FINAL SUMMARY			T		
	Provisional sums	ST			

**SUMMARY OF BILL OF QUANTITIES
GREENVILLE PRIMARY SCHOOL
EMERGENCY RELOCATION (Phase 01)**



SUMMARY

SECTION	DESCRIPTION	TOTAL AMOUNT
SECTION 1	PRELIMINARIES AND GENERAL	
BILL NO. 1	PRELIMINARIES AND GENERALS	
SECTION 2	BUILDING WORKS	
BILL NO. 1	DEMOLITIONS	
BILL NO. 2	EARTHWORKS	
BILL NO. 3	CONCRETE, FORMWORK AND REINFORCEMENT	
BILL NO. 4	ROOF COVERINGS	
BILL NO. 5	METALWORK	
BILL NO. 6	STRUCTURAL STEELWORK	
BILL NO. 7	PLUMBING AND DRAINAGE	
BILL NO. 8	PREFABRICATED STRUCTURES	
SECTION 3	ELECTRICAL WORK	
BILL NO. 1	ELECTRICAL WORK	
SECTION 4	MECHANICAL WORK	
BILL NO. 1	MECHANICAL WORK	
SECTION 5	PROVISIONAL SUMS	
BILL NO. 1	PROVISIONAL SUMS	
	SUB-TOTAL	
	MONETARY ALLOWANCES	
	The following monetary provisions are to be omitted from the contract sum and used as directed below:	
ADD	Provide the sum of R1 400 000 (One Million Four Hundred Thousand Rand) for contingencies, to be used as instructed by the Architect in terms of clause 17 of the Principal Building Agreement.	R 1,400,000.00
	SUB-TOTAL	R 1,400,000.00
	MINIMUM CONTRACT SKILLS DEVELOPMENT GOAL	
ADD	Allow 0.5% of the Sub-Total for the implementation of Contract Participation Goals (CPG)	
	SUB-TOTAL	
ADD	VAT @ 15%	
	TOTAL CARRIED TO FORM OF OFFER	

DRAWINGS - REFER TO VOLUME 2 OF 2



PART 3 - LIST OF DRAWINGS

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase.

NO	DRAWING DESCRIPTION
ARCHITECTURAL DETAIL	
NN15-PO1	Emergency relocation Architectural layouts
NN15-PO1	Emergency Relocation Layout (REV A)_25-11-2025
NN15-PO2	Emergency Relocation Layout 02 (REV A)_25-11-2025
NN15-PO3	Emergency Relocation Roof Layout (REV A)_25-11-2025
	Phase 01 Decanting - Prefab Catalogue
CIVIL ENGINEERING DETAIL	
F0447-01-01000 (D03)	Masterplan (ER)
F0447-02-01001 Rev D03	SDP (ER)
F0447-02-01002 Rev D03	Cross Sections (ER)
F0447-02-01003 Rev D02	Typical Details (ER)
20260211	Greenville P1 Water Quants 20260211
	Greenville Sewer Quants 20260211_Tender
ELECTRICAL ENGINEERING DETAIL	
	Elec Spec
2511-GR-T-E-100D	100D-Site Plan-Electrical Services& Sleeves Layout
2511-GR-T-E-300D	300-Schematic Block Diagram
MECHANICAL ENGINEERING DETAIL	
SLS-0124-01-MEC-0100-00	Sanitary Drainage Phase 1
SLS-0124-01-MEC-0200-00	Domestic Water Supply Phase 1
SLS-0124-01-MEC-0300-00	Fire Protection Services Phase 1



PART C3

SCOPE OF WORKS

C3 SCOPE OF WORK

Project Description:	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ No:	DEET-ECDOE/EMR/04/2024-25

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

Project Name- THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION

PROVISION OF PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL

1. 1 x Administration Block
2. 6 x Classroom Blocks (14 x Classrooms overall)
3. 2 x Ablution Blocks
4. 1 x Kitchen Block
5. Electrical and Mechanical Installations
6. Civil and Structural External Works and pavings
7. Parking
8. Temporary Hoarding/Fencing
9. Demolition, Testing and Removal of Asbestos

C3.2 METHODOLOGY OF PROJECT EXECUTION

Sectional completion N/A

Contractor will be given access to all works at date of Site possession.

C3.3 PROJECT REVIEW

- The work is to be executed in an existing premises, which shall remain fully functional 24 hours per day and 7 days a week. Access to the property must not be compromised at all.

C3.4 RESTRICTIONS AND CONSTRAINTS

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 till 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Project Manager in advance.
- Noise must be kept to a minimum and within acceptable levels at all times.
- Dust emanating from the work site must be controlled at all times.

C3.5 OPERATIONAL PROTOCOLS

- Security is a priority, and the site shall be kept safe at all times.
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be specifically identifiable at all times and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the premises to always ensure a cohesive spirit of co-operation
- The successful contractor must take into account that other contractors may be busy with construction in close proximity to the works and allowance must be made in the contractor's submission to accommodate these parties.

C3.6 ACCESS AND SITE ESTABLISHMENT

- Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment. Allowance for temporary construction access etc. shall be deemed to be included in contractor's price/bid. Prospective bidders are to familiarize themselves with the site as no additional costs shall be entertained.
- Identified area for site establishment shall be pointed out to prospective bidders at mandatory site inspection. The contractor shall be liable for security, fencing (if required), water, sewer, ablutions, electricity, etc. for the site establishment area. No Contractor's representatives, worker are allowed to sleep at establishment area or within the premises

C3.7 ACCEPTANCE OF TENDERS

- The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

C3.8 MINIMUM WAGE

- The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract.

C3.9 TEMPORARY WORKS

- All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

C3.10 EMPLOYER'S DESIGN

N/A

C3.11 DESIGN BRIEF

N/A

C3.12 DRAWINGS

Refer to C2.3

PART C4 – SITE INFORMATION

C4.1 SITE INFORMATION

Project description:	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PREFABRICATED STRUCTURES AT GREENVILLE PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
Project Number:	DEET-ECDOE/EMR/04/2024-25

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”.
(Refer to *Scope of Works C3*)

The site is in Bethelsdorp Location, Gqeberha, Nelson Mandela Bay Municipality with following coordinates: -

-32.5527899 S ,26.2165029,375842 E

