



DISABILITY ECONOMIC EMPOWERMENT TRUST

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

6GB OR HIGHER

EMIS NO: 200100051

DISTRICT: AMATHOLE DISTRICT MUNICIPALITY

**RFQ NO: DEET-ECDOE/EMR/07/2024-25
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

23 MARCH 2026



TABLE OF CONTENTS

THE TENDER	3
PART T1 – TENDERING PROCEDURES	4
T1.1 TENDER NOTICE AND INVITATION TO TENDER	5-7
T1.2 TENDER DATA	8-17
PART T2 RETURNABLE DOCUMENTS	18
T2.1 LIST OF RETURNABLE DOCUMENTS	19-20
SBD 1 – PART A INVITATION TO BID	21
SBD 1 – PART B TERMS AND CONDITIONS FOR BIDDING	22
COMPULSORY ENTERPRISE QUESTIONNAIRE (A)	23
SBD 4 – DECLARATION OF INTEREST	24-25
SBD 6.1 – PREFERENCE POINT CLAIM	26-31
PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	32-33
PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)	34-35
THE CONTRACT	36
PART C1 – AGREEMENTS AND CONTRACT DATA	37
PART C1.1 – FORM OF OFFER AND ACCEPTANCE	38-40
PART C1.1 A,B,C,D,E,F,J,	41-54
PROJECT REFERENCE FORMS – 2	55-56
PROJECT REFERENCE FORMS – 3	57-58
BASELINE RISK ASSESSMENT	59
PART C1.1 L – M	60-61
PART C1.2 CONTRACT DATA	62-78
PART C1.3 DISPUTE RESOLUTION MECHANISM	79
C1.3 CIDB ADJUDICATOR'S AGREEMENT	80-82
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	83-107
PART C2 – PRICING DATA	108
PART C2.1 – PRICING INSTRUCTION	109-111
EPWP REQUIREMENTS AND SPECIFICATION	113-121
PART C2.3 – BILLS OF QUANTITIES	122
DRAWINGS / ANNEXURES	123-131
PART C3 – SCOPE OF WORKS	132-134
C3 – SCOPE OF WORKS	135
PART C4 – SITE INFORMATION	135-138



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/07/2024-25

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL , LOCATED IN FORT BEAUFORT 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 **23 MARCH 2026**. No bid documents will be available at DEET offices.

There will be no compulsory briefing.

Advert Date	23 March 2026
Compulsory Site Briefing	Not Applicable
Closing Date and Time	30 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 **30 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/07/2024-25 : “THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH 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 tenderer 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/07/2024-25 THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL Closing time and date: 30 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="368 300 1297 551"> <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 Amathole West 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> <ul style="list-style-type: none"> 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 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. 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. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 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. f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. 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.
	<ul style="list-style-type: none"> 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; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. 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. 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. 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. 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. 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) 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.
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/07/2024-25	CLOSING DATE:	30 MARCH 2026	CLOSING TIME:	12:00PM
DESCRIPTION:	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL				
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



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 NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ Number	DEET-ECDOE/EMR/07/2024-25

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 NEWTOWN HIGH SCHOOL LOCATED IN FORT BEAUFORT .

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 NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION		
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25		
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 NEWTOWN HIGH SCHOOL
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25

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 NEWTOWN HIGH SCHOOL
----------------------------	--

RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25
-------------------	----------------------------------

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 NEWTOWN HIGH SCHOOL
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25
<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 NEWTOWN HIGH SCHOOL
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25
<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 NEWTOWN HIGH SCHOOL
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25
<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 NEWTOWN HIGH SCHOOL
PROJECT DESCRIPTION (SCOPE)	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL
RFQ NUMBER	DEET-ECDOE/EMR/07/2024-25
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

1. 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 .
2. 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 NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
Reference number	DEET-ECDOE/EMR/07/2024-25
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	NEWTOWN, FORT BEAUFORT
Site address	Refer to document C4 – Site Information
Local authority	AMATHOLE DISTRICT 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	G G & G CONSULTING ENGINEERS		
Legal entity of above		Contact person	GODWYN SMITH
Practice number	2012/098666/07	Telephone number	041 582 3835
		Mobile number	041 582 3835
Country	South Africa	E-mail	info@ggandg.co.za
Postal address	120 VILLIERS ROAD, WALMER, GQEBRHA		Postal Code 6070
Physical address	120 VILLIERS ROAD, WALMER, GQEBRHA		Postal Code 6070

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

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]		

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 NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE
DEPARTMENT OF EDUCATION**

IMPLEMENTED BY

THE DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET)



**PROJECT SPECIFIC
OCCUPATIONAL
HEALTH AND SAFETY
SPECIFICATION**

**DISABILITY ECONOMIC
EMPOWERMENT TRUST**

PROJECT TITLE	NEWTOWN HIGH SCHOOL
--------------------------	----------------------------

INDEX

- KEY ROLE PLAYERS
- LIST OF ABBREVIATIONS
- DEFINITIONS
- KEY REFERENCES
- SCOPE OF WORK
- 1. PREAMBLE
 - 1.1 Purpose of the Occupational Health & Safety Specification
 - 1.1.1 Review and revision
 - 1.2 Implementation of the Project Specific Occupational Health & Safety Specification
 - 1.3 Requirements
- 2 GENERAL REQUIREMENTS
 - 2.1 Summary of Risks identified during Design.
- 3 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT
 - 3.1 Structure and Organization of H&S Responsibilities
 - 3.1.1 Notification of construction work
 - 3.2 HEALTH AND SAFETY PLAN FRAMEWORK
 - 3.2.1 Appointment of Competent Site Personnel
 - 3.2.2 Construction Supervision
 - 3.2.3 Construction Health and Safety Officer
 - 3.2.4 Health and Safety Representatives
 - 3.2.5 Traffic Management
- 4. GENERAL RISK MANAGEMENT
 - 4.1 Health Risks and Medical Surveillance
 - 4.2 Reporting and Documentation
 - 4.3 General Environmental Conditions
 - 4.4 Noise Risks
- 5 Emergency Procedures
 - 5.1 First Aiders and First Aid Equipment
 - 5.2 Fires and Emergency Management
 - 5.3 Incident Management and Compensation Claims
 - 5.4 Personal Protective Equipment (PPE) and clothing
 - 5.5 Occupational Health and Safety Signage
 - 5.6 Induction of Employees and Visitors, General H&S Training
 - 5.7 Management of plant and equipment
 - 5.8 Communication on Site
 - 5.9 Access and Egress
 - 5.10 Discipline, Alcohol and Substance Abuse
 - 5.11 Working at Heights
 - 5.12 Electrical Equipment
 - 5.13 Welfare Facilities
 - 5.14 Scaffolding
 - 5.15 Barricading and Hoarding
 - 5.16 Excavations
 - 5.17 Cranes and Lifting Equipment

PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

LIST OF ABBREVIATIONS

BoQ	Bill of Quantities
CC	Compensation Commissioner
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DEET	Disability Economic Empowerment Trust
DoEL	Department of Employment and Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
OH	Occupational Health
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SWP	Safe Work Procedure

DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 84 of 2014 7 February 2014 with the following additions:

Client: Disability Economic Empowerment Trust

Construction Health and Safety Agent:

A competent person appointed by the Client to carry out the duties of the Client in respect of Occupational Health and Safety on the Project in terms of Regulation 5 sub regs (5) and / or (6)

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:

Means a documented plan which answers to the Site-specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Principal Agent:

Means a competent person appointed by the Client to design, supervise and monitor the construction on their behalf.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site:

Means the area where laid out for the activities for the Contractor.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
 Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)

SANS Code 10400

SANS Code 10085

SANS Code 16368

JBCC Contract

Municipal bylaws

SCOPE OF WORK:

- Prefab structures at the Secondary School

1.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

This health and safety specification outlines the safety measures and procedures for conducting the building roof repairs within Walmer Secondary School in compliance with applicable regulations

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between the appointed Contractor (Contractor) and the client (PA) prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen. Any new legislation or standards (legislated or determined) by Disability Economic Empowerment Trust; that are promulgated or accepted during the contract will automatically be applied.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

1.1.1 Review and Revision

Failure to update safety measures as conditions change will result in outdated safety procedures and controls.

The contractor should regularly review and update the health and safety plan as necessary, considering project progress and any changes in conditions and specify who is responsible for revisions and how revisions will be communicated.

1.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

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

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

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

No work may commence without written approval of the H&S plan by the CHS Agent, or the responsible Principal Agent as well as the approval of the Notification of Construction Work from the Department of Employment and Labour.

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

The CHS Agent will visit the project as deemed necessary by the Designer and the CHS Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

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

1.3 Requirements

Tenderers are required to submit a project specific H&S plan where this PSHSS as well as the Baseline Risk Assessment is to be taken into consideration.

Adequate pricing for H&S is required, a Bill of Quantities is included in this document and the contractor needs to ensure that all items' forms part of their final quotation.

The health and safety file will be approved by the appointed health and safety agent as well as the client's person responsible prior to commencement of work.

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

- The PSHSS;
- Valid letter of Good standing;
- The H&S Plan and the approval letter by appointed health and safety agent and client;
- Appointment by the Principal Agent;
- Mandatory agreement with Principal Agent
- Notification of construction work
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets;
- Medical surveillance records;
- Registers; and checklists;
- Records of audits;
- Equipment lists;
- Employee records (who is on site)
- Organogram

2. GENERAL REQUIREMENTS

2.1 Summary of Risks identified.

The intention of the summary of findings from the baseline risk assessment is to highlight the residual risks identified. Training to be provided to appointed contractors' personnel on the specific risks associated with the project.

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

The management thereof should be included in the Contractors risk assessments.

- *Weather-Related;*
- *Equipment and Machinery;*
- *Chemical and Environmental;*
- *Traffic and Site Access;*
- *Subsurface Utility Conflicts;*
- *Wildlife and Insects;*
- *Material Handling and Lifting;*
- *Personal Protective Equipment (PPE);*
- *Communication Hazards;*
- *Inadequate Training;*
- *Scholar and Visitor Awareness;*
- *Emergency Response Coordination;*
- *Noise and Disturbance;*
- *Communication with School Staff;*
- *Risk to the Environment including dust management;*
- *Unknown and existing services;*
- *Electrical Equipment;*
- *Working at Heights;*
- *Cranes and Lifting Equipment*
- *Excavations*
- *Scaffolding*

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

3.1 Structure and Organization of H&S Responsibilities

3.1.1 Notification of Construction Work

The contractor must acquire a “Notification of Construction Work” from the Department of Employment and Labour.

Work may not commence without the acknowledgement of the “Notification of Construction Work”.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

3.2 HEALTH AND SAFETY PLAN FRAMEWORK

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

Applicable local, state, and national health and safety regulations, including any specific policies and procedures will apply, SANS codes, SANS0085 10400, SANS and any other standards that may guide practice are to be taken into consideration.

3.2.1 Appointment of Competent Site Personnel

The CEO (OHSA Section 16.1) of the contractor will take the overall responsibility for the appointment of competent site staff for the duration of the investigation. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

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

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

3.2.2 Construction Supervision

A Competent Full-Time Construction Manager (CR8.1) will be appointed to manage all of the works on site, have training and/or experience in the area of responsibility, show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e., risk assessments, method statements etc.).

If the Construction Manager (CR8.1) changes throughout the contractor, the contractor must ensure to provide the proposed Construction Manager CV and certificates for approval and ensure that the appointment letter as well as proof of competency is available in the Health and Safety File.

3.2.3 Construction Health and Safety Officer

The PC will employ at least one competent, part time/ full-time CHS Officer (CR8.5) for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the CHS Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, Diploma in H&S qualifications or similar, with exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHS Officer must have a competence to evaluate the Contractors Health and Safety plans.

Proof of registration as a Construction Health and Safety Officer with SACPCMP must be supplied.

This person may not hold any other position on the site staff.

The site supervisor may not act as the CHS Officer.

The CHS Officer/s will be held responsible for all H&S on the project.

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

The CHS Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

If the CHSO is replaced the Principal contractor is required to submit the following documentation for approval by the Client and appointed Pr. CHSA at least two weeks before as The Department of Employment and Labour will need to be notified regarding the changes:

1. Applicant CV
2. Applicant Competency
3. SACPCMP Letter of Goodstanding

Failure to do so will be considered a serious offence and penalties /stoppage of site will apply.

3.2.4 Health and Safety Representatives

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

The CHS Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the CHS Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings.

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

3.2.5 Traffic Management

The Contractor to appoint a person to be accountable for the traffic management as the School will be fully operational during the activities. A flag person to be at the entrance for when construction vehicles or delivery trucks are entering the premises.

4 GENERAL RISK MANAGEMENT

4.1 Health Risks and Medical Surveillance

Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers are to be included in the medical surveillance programme.

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

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

All permanent workers are required to be in possession of a medical certificate of fitness issued by an Occupational Medical Practitioner prior to commencing work.

Medical surveillance will commence at pre-employment. Arrangements for keeping medical records for the required time are to be noted. It is recommended that the contractor has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

Failure to do so will be considered a serious offence.

4.2 Reporting and Documentation

Lack of documentation and reporting of safety-related information. This will lead to incomplete records, missed incidents, or non-compliance with reporting requirements.

The Contractor needs to ensure that they maintain records of safety briefings, safety meetings, incident reports, and inspection findings. Document all safety-related training and certifications of personnel and establish a clear reporting system for incidents and near misses.

4.3 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among others is required. Copies of the relevant reports and actions taken in respect of these are to be placed in the H&S file.

Extreme weather conditions (e.g., thunderstorms, extreme heat, cold, or precipitation) can lead to Health risks, exposure-related illnesses, or accidents due to adverse weather. Monitor weather forecasts and take necessary precautions. Provide suitable clothing and gear for extreme conditions. Have designated shelter areas during storms.

4.4 Noise Risks

It should be noted that noise generated by survey activities can affect students and School staff. Schedule noisy activities during non-peak hours or low-occupancy times. Communicate with school administration to minimize disruptions.

5 Emergency Procedures

An emergency and rescue plan and procedure that is appropriate to the risks is required prior to commencement on site.

The contractor should coordinate emergency response procedures with the school administration and ensure contractors are familiar with existing evacuation and emergency protocols.

It must be noted that the School facility will be fully operational during construction works. A rescue plan for working at heights is to form part of this.

5.1 First Aiders and First Aid Equipment

At least 2 first aiders will be trained to Level 3. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers.

Appropriately stocked first aid kits, as per the GAR requirements are to be available at all times to assure continual availability and access on site. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The contractor is to ensure that the first aider forms part of the rescue planning emergency situations when working at heights.

5.2 Fires and Emergency Management

The full emergency plan must form part of the supporting documentation with the H&S Plan and the Fall Protection Plan. The CHS Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

Ensure all equipment and materials are stored in designated areas that do not block access routes.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant and construction vehicles parked on the School premises is to have appropriate, accessible fire extinguishers.

5.3 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer (PA) /Client /CHS Agent immediately as well as reporting procedures as per GAR 9 should be followed. This shall be confirmed in writing following the incident. A summary of incidents is to be included in the Health and Safety File at closeout.

Any person who contracts an Occupational Disease will need to be reported to the Compensation Commissioner as an occupational disease where their work is to monitor and in contact with others. Such details are provided in the Compensation for Injuries and Diseases Act (COIDA).

5.4 Personal Protective Equipment (PPE) and Clothing

The Contractor is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE: The Contractor shall ensure that all workers are issued with and shall wear:

- Reflector Vests to ensure easy identification by School staff;
- Protective footwear;
- Hand Gloves (if required);
- Overalls that ensure worker visibility;
- Eye protection (when required)
- Hearing protection (when required)
- Fall Protection Equipment / Fall Arrest Equipment;
- Any other necessary PPE identified from risk assessment.

5.5 Occupational Health and Safety Signage

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

It should be noted that the School Facility will be fully operational during construction activities and the contractor to ensure adequate separation. No member of the public, School staff or scholar should gain any access to work area.

Temporary signage is to include (but not be limited to) the following:

- Warning, Construction activities in process
- Warning, No Entry

All areas where cleaning and investigations are being done should be properly and securely barricaded at all times with the relevant signage in place. Where scaffolding is used no entry into the vicinity should be gained.

5.6 Induction of Employees and Visitors, General H&S Training

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

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

5.7 Management of Equipment

Close control of plant and equipment is required, including that of Contractors. It should be noted that control measures should be implemented especially between the working areas and should at all times be separated from the existing facilities employees' persons and vehicles.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the CHS Agent's/Client audit. All daily inspection records are to be kept in the H&S file. Plant Hire and Haulage Contractors are to comply with the requirements where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used and in possession of medical certificates of fitness.

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

Certificates and registers are to be placed in the H&S file.

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

Failure to do so will be considered a serious offence.

5.8 Communication on Site

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

Coordination with School administration and communication with School staff is important as miscommunication or misunderstanding between contractors and School staff can lead to conflicts, or disruptions in School operations. The Contractor to ensure they establish a clear point of contact within the School administration for communication and issue resolution.

5.9 Access and Egress

It should be noted that the Host facility will be fully operational, and the contractor must ensure no unauthorised entry to the work area as the School will be fully operational.

The contractor to ensure they identify and maintain clear access routes.

Ensure all equipment and materials are stored in designated areas that do not block access routes.

Contractor also to ensure that access into the School area for staff, scholars and visitors is not congested.

5.10 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The Contractor is to have a drug and alcohol policy available to manage such instances.

5.11 Working at heights

The appointment Fall protection planner to be approved prior to appointment. A site-specific fall protection and rescue plan are to be available and supplied as an addendum to the H&S plan. The Fall protection plan and rescue to be submitted for approval prior to working at heights. The fall protection plan must be appropriate for the project. Method statements as well as safe work procedures before any work on the roof structure commencing, appropriate risk assessments. Tenderers are to note that a large portion of the works associated with this contract are required and at extreme heights. Area will be securely barricaded and will not be open to any vehicles or persons.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe.

The relevant SANS codes are to be applied as they apply to the works and the project, such as:

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

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

A lifeline is to be installed. Method statement to be discussed with the Engineer and health and safety agent prior to development to ensure anchor points are placed in the correct location.

The following aspects must be included:

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

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

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

No roof work or work on scaffolding is allowed during high wind weather conditions.

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

5.12 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations, any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use. Method statements and safe work procedures will be required for all work involving electrical apparatus.

5.13 Welfare Facilities

Adequate toilets, clean, safe drinking water and decent shelter must be afforded to workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Existing facilities may not be shared with existing users of the facility. No substances containing Formaldehyde may be used in Chemical Toilets. If the School allows the contractor to section off an existing toilet written proof must be obtained and kept in the health and safety file.

Ablution facilities are an essential facility that must be available for workers across a site. Facilities are a high-risk area and increased cleaning regimes are required to be introduced. A policy on how this will be done is required, that will cover both portable and permanent facilities.

The following are considerations, that include, inter alia:

- Portable toilets to be provided at a 1:30 ratio but be sanitized daily as per Occupational Health and Safety Requirements
- Hand washing facilities (soap and water, paper towel) to be available where possible, and if not, to provide hand sanitizer;
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied frequently;
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.

5.14 Temporary Works - Scaffolding, support work

It is not foreseen that the contractor will use scaffolding but if required the following will be required:

Temporary works must be properly designed and signed off by a competent person. In these instances, a competent person is defined as a Professional Engineer or Professional Technologist (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and CHS Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/CHS Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

All scaffolding / support work must have design drawings that includes load bearing and approved by a competent person.

Tenderers are to note that a large portion of the works associated with this bill section are required at extreme heights. The contractor shall include for all required OHS items as per the included OHS plan including any scaffolding that may be required.

Failure to do so will be considered a serious offence.

5.15 Barricading and Hoarding

It is the responsibility of the contractor to ensure to price correctly for barricading and hoarding as the construction site (each separate construction area) must be securely barricaded from the School facilities to ensure that no public, School employees or scholars can gain any access to the construction areas. Contractor to ensure that the barricading/ hording is maintained at all times as the School will be fully operational.

It should be noted that when work is performed on the boundary wall each work area must be sectioned off to prevent any unauthorized access while construction activities are in process and areas to be securely barricaded to prevent any unauthorized access afterhours.

Failure to ensure compliance will be considered a serious offence.

5.16 Excavations

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

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

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose.

Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics.

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

5.17 Cranes and lifting equipment

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

NEWTOWN HIGH SCHOOL

ANNEXURE A
BILL OF QUANTITIES FOR HEALTH AND SAFETY

Item	Description	Unit	Quantity	Rate	Total
	Preparation of the Contractor's site-specific Health and Safety Plan	lump sum			
	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act / Construction Regulations	lump sum			
	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month			
	Provision of Personal Protective Equipment (PPE)				
(a)	Reflective vests	Item			
(b)	Hard hats	Item			
(c)	Protective foot wear	Item			
(d)	Earplugs	Item			
(e)	Dust masks	Item			
(f)	Gloves	Item			
(h)	High visibility overalls to SARTSM Chapter 13 Level 3	Item			
(i)	Ear Defenders SABS approved	Item			
(j)	Overalls	Item			
(k)	Induction Training	Sum			
	Provision of a full-time Construction Health and Safety Officer registered with SACPCMP	Monthly			
	Cost of medical certificates and medical surveillance				
(a)	Initial (baseline) medical examinations	prime cost (PC) sum			
(b)	Periodic and exit examinations	prime cost (PC) sum			
	Contractor's charges to allow for handling costs and profit in respect of sub (a) and (b)	%			
	Provision of First Aid Boxes to GSR requirements	Item			
	Noise monitoring				
(a)	Establishment of noise zones (plant)	Item			
(b)	Audiograms (personnel)	Item			
	Submission of a Health and Safety Closeout Report - Electronically	lump sum			

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 No	Quantity	Rate	Amount
<p><u>SECTION No. 1 - PRELIMINARIES</u></p> <p><u>BILL NO. 1</u> <u>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 abovementioned documents</p>			
Carried to Collection			R
<p>Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES</p>			

PREAMBLES FOR TRADES

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

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

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

If any discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments within the special conditions of contract and herein shall prevail in cases of conflict between any of the documents

STRUCTURE OF THIS PRELIMINARIES 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

Contractors are required to price all individual items in the preliminary and general section of the bill of quantities and should not lump the items into a single sum or amount. This fully priced schedule must be included as part of the priced bill of quantities returnable with tender submission

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Section No. 1
Bill No. 1
**PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES**

R

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related Preliminaries will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently

Similarly the full amount of the fixed portion of the Preliminaries will be paid only once the successful contractor has fully complied with deliverables under this section

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

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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Section No. 1
Bill No. 1
**PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES**

R

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

Contractors are reminded that some of the works are to be undertaken under restrictive site conditions, over steep terrain, in dense vegetation, protected environments etc.

In addition to the usual rates priced for standard measured items in the bills of quantities, contractors shall provide for all additional plant, labour, equipment, temporary works, temporary access ways and any additional supervision, transport, security, special plant and equipment to navigate restrictive site conditions and all things necessary for the completion of the works within this bills of quantities. The rates or amounts tendered for these items shall also include for the contractors management, attendance, profit, costs for removal and reinstatement of the ground conditions, vegetation, etc. in the state and condition prior to the works being undertaken

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Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

R

In addition to the usual rates priced for compliance with law and regulation in relation to inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, the contractor is expected to include in the rates, prices and the tendered total of the prices for all inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, payable by the contractor

Such items include but are not limited to: Electrical Compliance Certificate - Plumbing Compliance Certificate - Structural Steel Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test results and cube certificates - Compaction Test results and certificates - Waterproofing guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Roof covering certificate - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Any other requirement as per the latest National Building Regulation

Contractors are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of contractor

Clause 3.9 amended to read 'The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes

All procurement of material will be based on actual site measurements and not on drawings, specifications or the bill of quantities

Abbreviated descriptions

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Section No. 1
Bill No. 1
**PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES**

R

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

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

1 Clause 2.0 - **Law**, regulations and **notices**

Item

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R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

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] ?

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

Item

1 Clause 3.0 - Offer and acceptance

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

Item

2 Clause 4.0 - Cession and assignment

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

Item

3 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 ?

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R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

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] ?

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

Item

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

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**: ?

1. Architect [6.2]

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]

Carried to Collection

R

Section No. 1
 Bill No. 1
 PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

- 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

Carried to Collection

R

Section No. 1
 Bill No. 1
**PRELIMINARIES AND GENERAL
 PROVISIONAL BILL OF QUANTITIES**

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 ?

3.1 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**

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

R

- 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

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**

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

R

- 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

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

Carried to Collection

R

Section No. 1
Bill No. 1
**PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES**

- 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. Health and safety consultant

6.1 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:

Carried to Collection

Section No. 1
 Bill No. 1
**PRELIMINARIES AND GENERAL
 PROVISIONAL BILL OF QUANTITIES**

R

- 6.1.1 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
- 6.1.2 Prepare and update the health and safety specification for the **works**
- 6.1.3 Agree with the **contractor** the health and safety plan for the **works**
- 6.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations
- 6.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to?

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

Item

1 Clause 7.0 - Design responsibility

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

Item

Insurances and securities (A8-A11)

2 Clause 8.0 - **Works** risk

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

Item

3 Clause 9.0 - Indemnities

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

Item

4 Clause 10.0 - Insurances

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

Item

5 Clause 10.1.1 - Contracts Works Insurances

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

'the contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 110% of the contract amount

- 1 Clause 10.1.2 - Supplementary Insurance - N/A
- Clause 10.1.3 - Public Liability Insurance
- Clause 10.1.4 - Removal of Lateral Support Insurance - N/A
- Clause 10.1.5 - Other Insurances - N/A

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

Item

- 2 Clause 11.0 - **Securities**

Clause 11.1 - Guarantee for construction

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

The contractor shall provide to the employer a **guarantee for construction** within fifteen (15) working days of acceptance of the contractor's tender

Clause 11.5 - 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]?

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] ?

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

Execution (A12 - A17)

1 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

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

Item

2 Clause 13.0 - Setting out

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

Item

3 Clause 14.0 - Nominated **subcontractors**

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

	F:..... V:..... T:.....			
1	Clause 15.0 - Selected subcontractors	Item		
	F:..... V:..... T:.....	Item		
2	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]			
	F:..... V:..... T:.....	Item		
3	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 ?			
	F:..... V:..... T:.....	Item		
	Carried to Collection			R
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES			

	<u>Completion (A18 - A24)</u>			
1	Clause 18.0 - Interim completion	N/A		
2	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item		
3	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item		
4	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item		
5	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item		
6	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] F:..... V:..... T:.....	Item		
7	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item		
	<u>Payment (A25 - A27)</u>			
8	Clause 25.0 - Payment			
	Carried to Collection		R	
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES			

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

1 Clause 25 amended to read 'The employer shall pay to the contractor the amount certified in interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date'

2 Materials and goods stored off site shall not be included in the amount authorised for payment unless the requirements for an Advanced Payment Guarantee are met

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

3 Clause 26.0 - Adjustment of the **contract value** and **final account**

Fluctuations in costs

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5] ?

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**

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

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**

1 The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be considered

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]

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

Item

2 Clause 27.0 - Recovery of expense and/or loss

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

Item

Suspension and termination (A28 - A29)

3 Clause 28.0 - Suspension by the **contractor**

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

	F:..... V:..... T:.....			
1	Clause 29.0 - Termination F:..... V:..... T:.....		Item	
	<u>Dispute resolution (A30)</u>			
2	Clause 30.0 - Dispute resolution F:..... V:..... T:.....		Item	
3	<u>Agreement</u> 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 F:..... V:..... T:.....		Item	
4	<u>Contract data</u> Tenderer's selections Before submission of his tender the contractor is to complete the tenderer's selections in the contract data F:..... V:..... T:.....		Item	
	<u>SECTION B: GENERAL PRELIMINARIES</u> <u>Definitions and interpretation (B1)</u>			
5	Clause 1.1 - Definitions F:..... V:..... T:.....		Item	
6	Clause 1.2 - Interpretation F:..... V:..... T:.....		Item	
	Carried to Collection			R
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES			

Documents (B2)

1 Clause 2.1 - Checking of documents

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

Item

2 Clause 2.2 - Provisional **bills of quantities**

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 measured and the subsequent trades are **budgetary allowances** and **provisional sums**

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

Item

3 Clause 2.3 - Availability of **construction information**

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

Item

4 Clause 2.4 - Ordering of **materials and goods**

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

Item

Previous work and adjoining properties (B3)

5 Clause 3.1 - Previous work - dimensional accuracy

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

Item

6 Clause 3.2 - Previous work - **defects**

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

Item

7 Clause 3.3 - Inspection of adjoining properties

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

The site (B4)

1 Clause 4.1 - Handover of **site** in stages

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

Item

2 Clause 4.2 - Enclosure of the **works**

Item

Hoarding will be required to isolate areas; this hoarding has been allowed for in the bills of quantities

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

3 Clause 4.3 - Geotechnical and other investigations

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

Item

4 Clause 4.4 - Encroachments

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

Item

5 Clause 4.5 - Existing premises occupied

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

Item

6 Clause 4.6 - Services - known

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

Item

Management of contract (B5)

7 Clause 5.1 - Management of the **works**

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

Item

8 Clause 5.2 - Progress meetings

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

1	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>		
2	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	
3	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	
4	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	
5	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	
	<u>Deposits and fees (B7)</u>		
6	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	
	<u>Temporary services (B8)</u>		
7	Clause 8.1 - Water F:..... V:..... T:.....	Item	
8	Clause 8.2 - Electricity F:..... V:..... T:.....	Item	
	Carried to Collection		R
	Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES		

1	<p>Clause 8.3 - Ablution and welfare facilities</p> <p>F:..... V:..... T:.....</p>	Item	
2	<p>Clause 8.3 - Ablution and welfare facilities in compliance to the provisions of the Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993 as amended: Section (30): Sub-section (1)(a) - Shower facilities after consultation with the employees or the employees representatives, or at least one shower facility for every 15 persons; Sub-section (1)(b) - at least one sanitary facility for each sex and for every 30 workers; Sub-section (1)(c) - changing facilities for each sex and Sub-section (1)(d) - sheltered eating areas</p> <p>F:..... V:..... T:.....</p>	Item	
3	<p>Clause 8.4 - Communication facilities</p> <p>F:..... V:..... T:.....</p>	Item	
<u>Prime cost amounts (B9)</u>			
4	<p>Clause 9.1 - Responsibility for prime cost amounts</p> <p><u>Attendance on subcontractors (B10)</u></p>		
5	<p>Clause 10.1 - General attendance</p> <p><u>User note</u></p> <p><i>General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement</i></p> <p>F:..... V:..... T:.....</p>	Item	
6	<p>Clause 10.2 - Special attendance</p>		
Carried to Collection			R
<p>Section No. 1 Bill No. 1 PRELIMINARIES AND GENERAL PROVISIONAL BILL OF QUANTITIES</p>			

General (B11)

1 Clause 11.1 - Protection of the **works**

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

Item

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

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

Item

3 Clause 11.3 - Security of the **works**

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

Item

4 Clause 11.4 - Notice before covering work

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

Item

5 Clause 11.5 - Disturbance

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 ?

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

Item

6 Clause 11.6 - Environmental disturbance

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

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**

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

1 Clause 11.7 - **Works** cleaning and clearing

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

Item

2 Clause 11.8 - Vermin

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

Item

3 Clause 11.9 - Overhand work

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

Item

4 Clause 11.10 - Tenant installations

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

Item

5 Clause 11.11 - Advertising

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

SECTION C: SPECIFIC PRELIMINARIES

1 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**

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

Item

2 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**

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

Item

3 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

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

Item

Carried to Collection

R

Section No. 1
 Bill No. 1
 PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

1 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

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

Item

2 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**

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

Item

3 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

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

Item

User note

Insert the following where a health and safety specification is not yet available. Note that there is an obligation on the employer to ensure that the contractor has priced opposite this item for the compliance with the act and the regulations and the reasonable provisions of the health and safety specification

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

1 Health and safety

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price the Pricing schedule for Health, Safety and Environment as per the pricing schedule supplied by the employer.

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

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

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

Reporting by the Contractor

Carried to Collection

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

R

1 The **Contractor** is required to complete a **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 **Contractor** giving the **Employer** 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

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

Item

2 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**

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

Item

3 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**

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

Item

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

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

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

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Collection

R

Section No. 1
Bill No. 1
PRELIMINARIES AND GENERAL
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 1

Bill No. 1

PRELIMINARIES AND GENERAL

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

Carried Forward

R

Section No. 1

Bill No. 1

PRELIMINARIES AND GENERAL

PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 1

Bill No. 1

PRELIMINARIES AND GENERAL

COLLECTION

Brought Forward

Total Brought Forward from Page No.

**Page
No**

Amount

R

- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

Carried Forward to Summary of Section No. 1

R

Section No. 1

Bill No. 1

PRELIMINARIES AND GENERAL

PROVISIONAL BILL OF QUANTITIES

Item No		Quantity	Rate	Amount
	<p><u>SECTION 1</u></p> <p><u>BILL No. 2</u></p> <p><u>HEALTH AND SAFETY</u></p> <p><u>MODEL PREAMBLES</u></p> <p>The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></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> <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.</p> <p>Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications.</p> <p>The items in this Bill do not contain quantities hence the Contractor must insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety Specifications.</p>			
	Carried to Collection			R
	<p>Section No. 1 Bill No. 2 HEALTH AND SAFETY PROVISIONAL BILL OF QUANTITIES</p>			

The costs included herein must incorporate Community Liaison Officer (CLO).

OCCUPATIONAL HEALTH AND SAFETY

General:

1	Preparation of Contractor's site specific Health and Safety Plan.		Item
2	Submission of the Health and Safety File.		Item
3	Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations.		Item
4	Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations for the entire construction period.		Item
5	Provision of full time Health and Safety Officer for the entire construction period.		Item
6	Induction training of personnel.	No	5
7	Provision of first aid boxes.	No	1
8	SANS approved weld mesh type temporary barrier fencing 1,8m high covered with a 80% knitted HDPE monofilament green shed netting fixed to and including 100mm diameter gum poles set securely min 300mm deep in ground at max 3m spacing including excavation, backfilling, etc	m	650
9	Cut into existing barrier fence and provide double vehicle access gate size 3800 x 1800mm high, including providing gate posts, locking chains etc, and the removal of gate on completion. (Contractor to visit site in order to fully assess the total cost implication for pricing purposes)	No	1
10	Extra over mesh fence for pedestrian gate size 1.2 x 1,8m high.	No	1
11	Extra over mesh fence for pedestrian gate size 5 x 1,8m high.	No	1
12	Temporary warning signs and symbols.		Item

Carried to Collection

R

Section No. 1
Bill No. 2
HEALTH AND SAFETY
PROVISIONAL BILL OF QUANTITIES

Provision for Personal Protective Equipment and Protective Clothing:

1	Reflective vests.	Item	
2	Hard hats.	Item	
3	Protective foot wear.	Item	
4	Ear Plugs.	Item	
5	Dust Masks.	Item	

Costs of Medical Certificates and Medical Surveillance:

6	Initial (baseline) medical examinations.	Item	
7	Exit Examinations.	Item	

Noise Monitoring:

8	Establishment of noise zones.	Item	
9	Audiograms.	Item	

C16. Covid-19 Compliance Measures

10	The Contractor is required to price for Covid 19 compliance and the pricing thereof shall be deemed to include all the mandatory requirements.	Item	
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Carried to Collection

R

Section No. 1
Bill No. 2
HEALTH AND SAFETY
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 1

Bill No. 2

HEALTH AND SAFETY

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

35

36

37

Carried Forward to Summary of Section No. 1

R

Section No. 1

Bill No. 2

HEALTH AND SAFETY

PROVISIONAL BILL OF QUANTITIES

SECTION SUMMARY - SECTION NO.1 - PRELIMINARIES

Bill No		Page No	Amount
1	PRELIMINARIES AND GENERAL	34	
2	HEALTH AND SAFETY	38	
Carried to Final Summary			
Section No. 1			R
PROVISIONAL BILL OF QUANTITIES			

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO.1</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>PREFABRICATED BUILDING STRUCTURES</u></p> <p>NOTE: All the alternative building technology buildings are design build therefore the contractor must employ a competent qualified design team for the design, construction supervision and commissioning of the buildings. The General Specification for Design, Manufacture, Supply, Deliver and Erect Prefabricated Structures attached to these Bills must be applied by the design team. JBCC principal building agreement clause will not apply on the alternative building technology buildings.</p> <p style="color: red;">For tender purposes a layout drawing of each prefabricated building structure is annexed in these bills of quantities.</p> <p>Tenderers must fully demonstrate the nature, detailing and specifications offered whilst conforming to the sizing and layout indicated all in specifications in accordance with the attached project specifications and in conjunction with drawings scheduled herein.</p> <p>Prices must include for all internal electrical and airconditioning installations in accordance with the project specification.</p> <p><u>Description of erection process:</u></p> <p>All material, workmanship, etc are to be of highest quality and must comply with SANS 10400: The application of the National Building Regulations and specification of materials and methods used PW 371, which is obtainable from the Department of Public Works, and shall be read in conjunction with items from bills of quantities.</p>			
	Carried to Collection		R	
	<p>Section No. 2 Bill No. 1 PREFABRICATED BUILDING STRUCTURES PROVISIONAL BILL OF QUANTITIES</p>			

A Temporary Floor Construction Method is to be used for this Project, where temporary suspended floors constructed out of 19mm Shutterboard (or similar approved) are placed on an Engineer Designed Galvanised Steel Structure. The area under the floor structure is to be closed off with a durable side wall material. Platforms on which the Structure will be placed is measured under External Work. Stone verandahs floors and pathways will also be measured under External Works.

Shop drawings and designs:

Successful contractor must provide the principal agent with shop drawings and foundation designs before commencing with works on site. The contractor must resume with the works only after the client / principal agent has approved the design of the buildings.

Quality certificates:

1. Contractor must provide compaction certificate for density.
2. Contractor must provide concrete compressive strength certificate.
3. Contractor must provide a structural walling certificate.
4. Contractor must provide a roof covering certificate.
5. Contractor must provide a certificate of compliance for electrical installation.
6. Contractor must provide a lighting protection certificate where applicable.
7. Contractor must provide a commission certificate for the entire building, it must also confirm the life expectancy of the building which be not less than 50 years.

Prefabricated Building Structures Orientation:

Prefabricated Building Structures Orientation will be as per the Architect Site Development Plan attached to these bills of quantities.

Carried to Collection

Section No. 2
Bill No. 1
**PREFABRICATED BUILDING STRUCTURES
PROVISIONAL BILL OF QUANTITIES**

R

Note:

The Contractor is hereby referred to the attached prefabricated drawings, joinery and fittings drawings, sanitary and plumbing drawings, plumbing layouts, furniture schedules, and all related architectural documentation.

The Contractor shall ensure that the rate and price per unit fully cover the complete cost of all works, materials, fittings, fixtures, installations, and associated requirements as indicated in the Architect's drawings and specifications.

No additional claims arising from omission or misinterpretation of the referenced drawings and schedules will be entertained.

PREFABRICATED BUILDING STRUCTURES

Fabrication and design drawings:

1 Allow for all costs for in connection with and for preparation of all shop drawings of all prefabricated structures and submission to the Principal Agent for approval in principal prior to commencement of fabrication and for submission to the Principal Agent of final design and working drawings.

Item

2 Allow for all costs for in connection with and for preparation of and submission to the Principal Agent of three sets of data books, two sets of as-built drawings in the prescribed formats, engineers' certificates, municipal approval, occupation certificate and inspection sheets with electrical and mechanical COC and dismantling and re-location procedures.

Item

Design, Supply and install approved single storey prefabricated structures:

Carried to Collection

R

Section No. 2
Bill No. 1
PREFABRICATED BUILDING STRUCTURES
PROVISIONAL BILL OF QUANTITIES

Classroom block Prefabricated structure:

1	<p>60m² classroom prefabricated structures with veranda, constructed complete on welded/bolted steel members, including windows, insulated roofs, floor finishes, white boards, pinning boards, security gates, electrical installation, air conditioners, paraplegic access ramps with galvanised mild steel balustrade, etc. All as per architects specifications. CLASSROOMS</p>	No	9	
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MPC + One (1) X Classroom Block: Prefabricated structure:

2	<p>112m² prefabricated structures with veranda, constructed complete on welded/bolted steel members, including windows, insulated roofs, steel gates, floor finishes, white boards, pinning boards, electrical installation, air conditioners, paraplegic access ramps with galvanised mild steel balustrade, storeroom joinery fittings, office joinery fittings, multi-purpose classroom joinery fittings including sanitary plumbing, sanitary fittings with tapes, complete until connection to external drainage, etc. All as per architects' specifications. MPC + 1 X CLASSROOM BLOCK</p>	No	1	
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Administration block Prefabricated structure:

3	<p>148m² prefabricated structures with veranda, constructed complete on welded/bolted steel members, including windows, insulated roofs, steel gates, floor finishes, white boards, pinning boards, storeroom shelving, reception joinery fittings, kitchen joinery fittings complete with sanitary plumbing, sanitary fittings, plumbing complete, staffroom joinery fittings, principals office joinery fittings, print room joinery fittings, electrical installation, air conditioners, paraplegic access ramps with galvanised mild steel balustrade, etc. All as per architects specifications. ADMINISTRATION BLOCK</p>	No	1	
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Carried to Collection

R

Section No. 2
Bill No. 1
PREFABRICATED BUILDING STRUCTURES
PROVISIONAL BILL OF QUANTITIES

Section No. 2

Bill No. 1

PREFABRICATED BUILDING STRUCTURES

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

40

41

42

43

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 1

PREFABRICATED BUILDING STRUCTURES

PROVISIONAL BILL OF QUANTITIES

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO.2</u>			
	<u>SCHOOL FURNITURE</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>School Furniture Specifications:</u>			
	The school furniture shall comply with the "School Furniture Specification" annexed to these bills of quantities for tender purposes.			
	The descriptions of the items are intended as a means of identifying and locating the items only and are not intended as full descriptions and specifications of the items. Tenderers are to refer to the respective furniture items as detailed in the "School Furniture Specification" accompanying these Bills of Quantities for tender purposes.			
	Prices must include for supply and delivery to site as well as unloading, assembling and placing in position.			
	<u>SCHOOL FURNITURE</u>			
	<u>Classroom blocks Prefabricated structure:</u>			
1	Teacher upholstered chair without arms with steel frame size 500 x 570 x 915mm high (refer to the attached Furniture schedule for more specification).	No	9	
2	Teacher's classroom desk 1200 x 700 x 750mm high including two drawers (refer to the attached Furniture schedule for more specification).	No	9	
3	Single combination secondary desk Grade 7-12 size 820 x 400 x 750 mm high (refer to the attached Furniture schedule for more specification).	No	280	
4	Single stackable table Grade 7-12 size 910 x 450 x 751 mm high (refer to the attached Furniture schedule for more specification).	No	80	
	Carried to Collection			R
	Section No. 2			
	Bill No. 2			
	SCHOOL FURNITURE			
	PROVISIONAL BILL OF QUANTITIES			

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

1	High primary stackable school chair Grade 7-12 size 491 x 380 x 715mm high (refer to the attached Furniture schedule for more specification).	No	80
2	Teachers steel cabinet size 1800mm x 900mm x 450mm, hammer grey color with four shelves (refer to the attached Furniture schedule for more specification).	No	9
<u>MPC + One (1) X Classroom Block: Prefabricated structure:</u>			
3	Teacher upholstered chair without arms with steel frame size 500 x 570 x 915mm high (refer to the attached Furniture schedule for more specification).	No	3
4	Teacher's classroom desk 1200 x 700 x 750mm high including two drawers (refer to the attached Furniture schedule for more specification).	No	3
5	Single stackable table Grade 7-12 size 910 x 450 x 751mm high (refer to the attached Furniture schedule for more specification).	No	40
6	Teachers steel cabinet size 1800mm x 900mm x 450mm, hammer grey color with four shelves (refer to the attached Furniture schedule for more specification).	No	2
7	High primary stackable school chair Grade 7-12 size 491 x 380 x 715mm high (refer to the attached Furniture schedule for more specification).	No	40
<u>Administration Office:</u>			
<u>Principal's Office (refer to the attached Furniture schedule for more specification):</u>			
8	Principal upholstered swivel and tilt high back upholstered chair 430 x 490 x 1100mm high.	No	1
9	Principal corresponding rack 777 x 353 x 64mm high.	No	1
10	Principal desk 1611 x 910 x 750mm high including three drawers.	No	1
11	Principal four-drawer filing cabinet 490 x 550 x 1350mm high.	No	1

Carried to Collection

R

Section No. 2
Bill No. 2
SCHOOL FURNITURE
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

1	Principal sliding door credenza 1100 x 511 x 751mm high.	No	1		
2	Extra over last for principal desk connecting triangular corner piece 712 x 912 x 1291mm high.	No	1		
3	Principal glass double door book case 1000 x 400 x 1435mm high.	No	1		
4	Teacher upholstered stackable steel frame chair 501 x 570 x 870mm high.	No	2		
5	Stationery double-door cupboard 1000 x 450 x 1435mm high.	No	1		
	<u>Deputy Principal Office (refer to the attached Furniture schedule for more specification):</u>				
6	Deputy Principal high back swivel & tilt chair with 5-star base 430 x 490 x 1100mm high.	No	1		
7	Deputy Principal corresponding rack 777 x 353 x 64mm high.	No	1		
8	Principal desk 1611 x 910 x 750mm high including three drawers.	No	1		
9	Teacher upholstered stackable steel frame chair 501 x 570 x 870mm high.	No	2		
10	Teachers steel cabinet size 1800mm x 900mm x 450mm, hammer grey color with four shelves (refer to the attached Furniture schedule for more specification).	No	1		
	<u>HOD Office (refer to the attached Furniture schedule for more specification):</u>				
11	HOD upholstered stackable steel frame chair 501 x 571 x 870mm high.	No	1		
12	Deputy Principal corresponding rack 777 x 353 x 64mm high.	No	1		
13	Principal desk 1611 x 910 x 750mm high including three drawers.	No	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 2				
	SCHOOL FURNITURE				
	PROVISIONAL BILL OF QUANTITIES				

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

1	Teacher upholstered stackable steel frame chair 501 x 570 x 870mm high.	No	2	
2	Teachers steel cabinet size 1800mm x 900mm x 450mm, hammer grey color with four shelves (refer to the attached Furniture schedule for more specification).	No	1	
<u>Sick Room (refer to the attached Furniture schedule for more specification):</u>				
3	Sick room upholstered stackable steel frame chair with timber arm rests 501 x 571 x 870mm high.	No	2	
4	Steel frame single bed 910 x 1910 x 770mm high.	No	1	
<u>Reception Room (refer to the attached Furniture schedule for more specification):</u>				
5	Administration chair typist lower back with 5-star base 501 x 570 x 870mm high.	No	2	
<u>Entrance Lobby (refer to the attached Furniture schedule for more specification):</u>				
6	Teacher upholstered stackable steel frame chair 501 x 570 x 870mm high.	No	4	
<u>Staff Room (refer to the attached Furniture schedule for more specification):</u>				
7	Boardroom table size 3500 x 2000 x high.	No	1	
8	Teacher upholstered stackable steel frame chair 501 x 570 x 870mm high.	No	12	
Carried to Collection				R
Section No. 2 Bill No. 2 SCHOOL FURNITURE PROVISIONAL BILL OF QUANTITIES				

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 2

Bill No. 2

SCHOOL FURNITURE

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

45

46

47

48

Carried Forward to Summary of Section No. 2

R

Section No. 2

Bill No. 2

SCHOOL FURNITURE

PROVISIONAL BILL OF QUANTITIES

SECTION SUMMARY - SECTION NO.2 - PREFABRICATED BUILDING STRUC

Bill No		Page No	Amount
1	PREFABRICATED BUILDING STRUCTURES	44	
2	SCHOOL FURNITURE	49	
Carried to Final Summary			R
Section No. 2			
PROVISIONAL BILL OF QUANTITIES			

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL No. 1</u>			
	<u>BULK EARTHWORKS, PLATFORMS, ETC (PROVISIONAL)</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	For supplementary preambles to all the following trades refer to such preambles as contained in the previous Bills of this Bills of Quantities			
	<u>EARTHWORKS, EXCAVATIONS, ETC.</u>			
	<u>Site clearance, etc.:</u>			
1	Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris .	m2	1,648	
	<u>Excavations in earth:</u>			
2	Remove topsoil and vegetation to a depth of 150mm and deposit on site in spoilheaps where directed by the Engineer.	m2	1,648	
	<u>Open face excavation not exceeding 2m deep:</u>			
3	Excavate to cut in open face to reduce levels and grade to fill and compact to 93% mod AASHTO density at optimum moisture content in 150mm thick layers.	m3	330	
	<u>Extra over all excavations for carting away:</u>			
4	Surplus material from stock piles on site to a dumping site to be located by the contractor.	m3	330	
	<u>Earth filling supplied by the contractor compacted to 95% Mod AASHTO density</u>			
5	G7 material compacted to 95% Mod AASHTO density.	m3	330	
	Carried to Collection			R
	Section No. 3			
	Bill No. 1			
	BULK EARTHWORKS, PLATFORMS, ETC			
	PROVISIONAL BILL OF QUANTITIES			

Compaction of surfaces.

1	Compaction of ground surface under roads etc including scarifying for a depth of 150mm, breaking down over size material, adding suitable material from excavated material where necessary and compacting to 93% Mod AASHTO density.	m2	1,648
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Prescribed density tests on filling

2	Modified AASHTO density tests.	No	170
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Soil insecticide

3	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming.	m2	1,648
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Carried to Collection

R

Section No. 3
 Bill No. 1
 BULK EARTHWORKS, PLATFORMS, ETC
PROVISIONAL BILL OF QUANTITIES

Section No. 3

Bill No. 1

BULK EARTHWORKS, PLATFORMS, ETC

COLLECTION

Total Brought Forward from Page No.

**Page
No**

51

52

Amount

Carried Forward to Summary of Section No. 3

Section No. 3
Bill No. 1
BULK EARTHWORKS, PLATFORMS, ETC
PROVISIONAL BILL OF QUANTITIES

R

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL No. 2</u>			
	<u>STORMWATER APRONS AND CHANNELS</u>			
	<u>STORMWATER APRONS</u>			
	<u>EARTHWORKS, EXCAVATIONS, ETC.</u>			
	<u>Excavation not exceeding 2m deep</u>			
1	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	23	
	<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>			
2	Off site to a dumping site to be found by the Contractor.	m3	23	
	<u>Filling supplied by the contractor under floors, aprons, etc</u>			
3	G7 Base course material compacted to 98% Mod AASHTO density.	m3	23	
	<u>Compaction of surfaces:</u>			
4	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2	153	
	<u>Prescribed density tests on filling:</u>			
5	In-situ dry density test.	No	24	
	<u>Reinforced 25Mpa/19mm Concrete:</u>			
6	Aprons cast in panels.	m3	15	
	Carried to Collection			R
	Section No. 3			
	Bill No. 2			
	STORMWATER CHANNELS AND APRONS			
	PROVISIONAL BILL OF QUANTITIES			

<u>Finishing top surfaces of concrete smooth with a wood float:</u>					
1	Surface beds, slabs, etc to falls and currents.	m2	153		
<u>Test blocks:</u>					
2	Making and testing of 150x150x150mm concrete strength test cubes (Provisional).	No	6		
<u>Expansion joints with bitumen impregnated softboard between vertical concrete or brick surfaces:</u>					
3	12mm Joints not exceeding 300mm high.	m	171		
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>					
4	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary.	m	171		
<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u>					
<u>Rough Formwork to Sides:</u>					
5	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	341		
<u>Fabric reinforcement:</u>					
6	REF. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m2	153		
Carried to Collection				R	
Section No. 3 Bill No. 2 STORMWATER CHANNELS AND APRONS PROVISIONAL BILL OF QUANTITIES					

STORMWATER CHANNELS

Excavation not exceeding 2m deep

1	Reducing levels and depositing excavated material in prescribed stock piles on site.	m3	38
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Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):

2	Off site to a dumping site to be found by the Contractor.	m3	38
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Filling supplied by the contractor under channels

3	G7 Base course material compacted to 98% Mod AASHTO density.	m3	38
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Cast in-situ Ref 193 mesh reinforced concrete (25MPa) open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 2m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar. Concrete apron to be tinted, colour to be specified by the Engineer.

4	600 x 50mm thick V' channel 150mm deep in centre laid in position in ground not exceeding 2000mm sections including all formwork, reinforcement, expansion joints, smooth finishing to top of concrete surface etc.	m	424
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5	Extra for 600mm angle	No	20
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6	Extra for forming 200mm thick 600mm wide spreader with 200mm high edges fanning out to 1 200mm width at furthest end with hard burnt bricks pitching cast in ass diffusers including working off concrete to a smooth finish and draining onto natural ground with 150 - 200mm diameter loose stones.	No	8
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Fabric reinforcement:

7	REF. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m2	254
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Carried to Collection

R

Section No. 3
Bill No. 2
STORMWATER CHANNELS AND APRONS
PROVISIONAL BILL OF QUANTITIES

Sundries:

1 Create earth berm for stormwater control with in situ material 1,5m wide at base x 500mm high

m

10

Carried to Collection

R

Section No. 3
Bill No. 2
STORMWATER CHANNELS AND APRONS
PROVISIONAL BILL OF QUANTITIES

Section No. 3

Bill No. 2

STORMWATER CHANNELS AND APRONS

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

54

55

56

57

Carried Forward to Summary of Section No. 3

R

Section No. 3

Bill No. 2

STORMWATER CHANNELS AND APRONS

PROVISIONAL BILL OF QUANTITIES

Item No	Quantity	Rate	Amount
<p><u>SECTION N0.3</u></p> <p><u>BILL NO.3</u></p> <p><u>WATER SUPPLY IN GROUND</u></p> <p><u>TRADE PREAMBLES</u></p> <p><u>Trade Preambles:</u></p> <p>For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Project particular specifications:</u></p> <p>The specifications particular to this project are included in C3.2 Particular Specifications included in Envelope A Volume 1 of 2 of the tender documents. The Contractor is to take cognisance of them when pricing the relevant items in the Bill of Quantities as no extras arising out of their failure to do so will be entertained.</p> <p><u>Proprietary items or materials:</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other equal approved - by the Principal Agent.</p> <p><u>Note:</u></p> <p>Where items in this Bill are identical to those in the previous Bills, the descriptions have been shortened, and the full descriptions in the Trades concerned are to be referred to for the full meaning and intent of each item</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p>			
Carried to Collection			R
<p>Section No. 3 Bill No. 3 WATER RETICULATION PROVISIONAL BILL OF QUANTITIES</p>			

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.

Laying, backfilling, bedding, etc of pipes:

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SAB.

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.

Excavations:

No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.

'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.

Descriptions of pipes laid in trenches:

Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.

Carried to Collection

Section No. 3
Bill No. 3
WATER RETICULATION
PROVISIONAL BILL OF QUANTITIES

R

Existing services:

There are a number of existing services within the site boundaries, some of these are shown on the drawings. This information is not exhaustive and does not relieve the contractor of the responsibility of locating all existing services prior to construction. There are existing water, storm water, telephone, communications and electrical services on the site. Work is to be carried out without any disruption to existing services, this includes instances where newly constructed services are to be connected to existing 'live' services.

WATER SUPPLIES IN GROUND

Excavation, etc. for water supplies:

Excavate in all materials for trenches, compact the trench bottom to 90 % MOD AASHTO density, backfill by hand in layers of not exceeding of 150 mm in thickness using excavated material unless otherwise instructed by the Engineer in writing, compact the layers to 90 % MOD AASHTO density, dispose of all surplus and / or unsuitable material within free haul distance at a place as shall be instructed by the Engineer for the 40 mm diameter pipes, for the following depths:

1	Carefully excavate by hand in small sections, to expose existing services, including backfilling to 90% Mod AASTHO density on completion.	m3	2
2	Excavation in earth not exceeding 2m deep for pipe trenches.	m3	58
<u>Extra over trench and hole excavations in earth for excavation in</u>			
3	Soft rock	m3	6
4	Hard rock	m3	3

Carried to Collection

R

Section No. 3
Bill No. 3
WATER RETICULATION
PROVISIONAL BILL OF QUANTITIES

Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):

1	Extra over excavation for pipe trenches, chambers, etc for carting away surplus material to a dumping site to be located by the Contractor.	m3	58	
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Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density

2	Backfilling to pipe trenches with material from the excavations including haulage of a maximum of 350m from perimeter of excavations or stock piles compacted to 90% Mod AASHTO density.	m3	29	
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3	Sand filling in bedding under and filling around pipes supplied by the contractor.	m3	29	
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Class 10 High density black polyethylene (HDPE) pipes:

4	40mm Pipes laid in trenches (trenches elsewhere).	m	97	
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Extra over Class 10 HDPE pipes for plasson fittings:

5	40mm to 20mm Reducer.	No	4	
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6	40mm 90 Degree elbow.	No	3	
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7	Excavate for and build valve chamber size 565 x 665 x 550mm deep overall formed of precast concrete valve chamber units with valve box lid and 19mm thick layer of 19mm stone in bottom including filling in and ramming.	No	1	
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8	Break into and connect to existing water lines, at positions and levels indicated.	No	1	
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Sundries:

9	Unreinforced concrete in thrust blocks in trenches at bends, tees, etc., including extra excavation, formwork, etc.	m3	1	
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10	Cut into and temporarily stop off 40 diameter water pipe, insert reducing tee and joint to new 40m uPVC pipe.	No	1	
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Carried to Collection

R

Section No. 3
Bill No. 3
WATER RETICULATION
PROVISIONAL BILL OF QUANTITIES

Tests

1 Testing water pipe system.

Item

Carried to Collection

R

Section No. 3
Bill No. 3
WATER RETICULATION
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 3

Bill No. 3

WATER RETICULATION

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

59

60

61

62

63

Carried Forward to Summary of Section No. 3

R

Section No. 3

Bill No. 3

WATER RETICULATION

PROVISIONAL BILL OF QUANTITIES

Item No	Quantity	Rate	Amount
<p><u>SECTION N0.3</u></p> <p><u>BILL NO.4</u></p> <p><u>SOIL DRAINAGE</u></p> <p><u>TRADE PREAMBLES</u></p> <p>Trade Preambles:</p> <p>For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials:</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other equal approved - by the Principal Agent.</p> <p><u>Note:</u></p> <p>Where items in this Bill are identical to those in the previous Bills, the descriptions have been shortened, and the full descriptions in the Trades concerned are to be referred to for the full meaning and intent of each item.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>uPVC pipes and fittings:</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.</p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed.</p>			
Carried to Collection			R
<p>Section No. 3 Bill No. 4 SEWER RETICULATION PROVISIONAL BILL OF QUANTITIES</p>			

Vitrified clay pipes etc:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid

Excavations:

No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.

'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.

Laying, backfilling, bedding, etc of pipes:

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Clause 5.7.2 will only be applicable if authorised by the Engineer in writing.

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.

Descriptions of pipes laid in trenches:

Descriptions of pipes laid in trenches shall be deemed to include for carting away all surplus excavated material to a dumping site located by the contractor.

Carried to Collection

Section No. 3
Bill No. 4
**SEWER RETICULATION
PROVISIONAL BILL OF QUANTITIES**

R

Descriptions of catchpits, junction boxes, manholes, etc:

Descriptions of catchpits, junction boxes, manholes, etc, shall be deemed to include for compaction, disposal of surplus excavated material to a dumping site located by the contractor, risk of collapse and keeping excavations free from water.

Precast concrete manoles:

Precast concrete manholes shall be constructed using dolomitic aggregate.

Step irons:

Calcamite step irons are to be cast into the manhole walls as specified.

Existing services:

There are a number of existing services within the site boundaries, some of these are shown on the drawings. This information is not exhaustive and does not relieve the contractor of the responsibility of locating all existing services prior to construction. There are existing water, storm water, telephone, communications and electrical services on the site. Work is to be carried out without any disruption to existing services, this includes instances where newly constructed services are to be connected to existing 'live' services.

SOIL DRAINAGE:

Excavation, etc. for soil drainage:

1	Excavation in earth not exceeding 2m deep.	m3	32
2	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock.	m3	3
3	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock.	m3	2

Carried to Collection

R

Section No. 3
Bill No. 4
SEWER RETICULATION
PROVISIONAL BILL OF QUANTITIES

1	Selected backfilling to pipe trenches with material from the excavations including haulage of a maximum of 350m from perimeter of excavations or stock piles in accordance with SABS 1200 LB 3.2 and 3.4.1 compacted to 90% Mod AASHTO density. (Fill blanket).	m3	11	
2	Backfilling to pipe trenches, chambers, etc with G7 material supplied by the contractor compacted to 90% Mod AASHTO density and stabilised with 3 percent cement.	m3	11	
3	Granular material in bedding under and filling around pipes supplied by the contractor in accordance with SABS 1200 LB 3.1 and 3.4.2. (Bedding cradle).	m3	11	
<u>uPVC Class 34 Socketed sewer piping with bedding and filling in accordance with SABS 1200LB:</u>				
4	50mm Pipes vertically or ramped to cleaning eyes etc (no excavation).	m	15	
5	50mm Pipes laid in and including trenches not exceeding 1m deep.	m	10	
6	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation).	m	33	
7	110mm Pipes laid in and including trenches not exceeding 1m deep.	m	3	
8	110mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep.	m	8	
<u>Extra over uPVC pipes for fittings:</u>				
9	50mm Bend.	No	4	
10	110mm Bend.	No	8	
11	110mm Junction.	No	8	
12	110 x 160mm Access reducing junction.	No	4	
13	110mm Access bend.	No	10	
14	110mm Access junction.	No	2	
Carried to Collection				R
Section No. 3				
Bill No. 4				
SEWER RETICULATION				
PROVISIONAL BILL OF QUANTITIES				

	<u>Manholes:</u>				
1	Precast concrete inspection chamber size 1000mm internal diameter not exceeding 1,0m deep internally to invert level, including 150mm thick pre-cast circular concrete man hole cover and lid, bedded in 1:2 cement mortar and 1300mm diameter x 350mm thick (20Mpa/19mm) unreinforced concrete bottom, including cast iron step irons, concrete benching, uPVC channels and fittings, sealing joints between manhole rings with Bitu-Joint sealer, backfilling and ramming, carting away surplus excavated material, formwork, holes through sides for pipes, etc.	No	1		
	<u>Gratings, covers, etc:</u>				
2	550mm Diameter x 75kg type 4A medium duty manhole cover and frame.	No	1		
3	Lifting key for manhole cover	No	1		
	<u>Sundries:</u>				
4	Unreinforced concrete encasing to 110mm horizontal pipe.	m	30		
5	Cutting into side of existing inspection chamber for and connecting 110mm pipe, including inserting 110mm channel junction and making good concrete benching.	No	1		
	<u>Prescribed tests on filling:</u>				
6	Modified AASHTO Density test.	No	3		
	<u>Testing:</u>				
7	Testing drainage pipe system.		Item		
	Carried to Collection				R
	Section No. 3				
	Bill No. 4				
	SEWER RETICULATION				
	PROVISIONAL BILL OF QUANTITIES				

Section No. 3

Bill No. 4

SEWER RETICULATION

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

65

66

67

68

69

Carried Forward to Summary of Section No. 3

R

Section No. 3

Bill No. 4

SEWER RETICULATION

PROVISIONAL BILL OF QUANTITIES

Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO.5</u>			
	<u>WALKWAYS</u>			
	<u>EARTHWORKS, EXCAVATIONS, ETC.</u>			
	<u>Site Clearance:</u>			
1	Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m2	475	
	<u>Excavations in earth:</u>			
2	Remove topsoil and vegetation to a depth of 150mm and deposit on site in spoilheaps where directed by the Engineer.	m2	475	
	<u>Excavate in earth not exceeding 2m deep including trimming sides, levelling and ramming bottoms and deposit in spoil heaps for later re-use or cart away</u>			
3	Reduced levels between buildings, retaining walls, etc.	m3	143	
	<u>Carting away of excavated material</u>			
4	Extra over all excavations for loading surplus or unsuitable material from spoil heaps and cart away to a dumping site to be located by the Contractor.	m3	143	
	<u>EARTH FILLING, ETC.</u>			
	<u>Earth filling supplied by the contractor under, etc</u>			
5	G7 Base course material, selected and supplied by the Contractor, deposited in layers not exceeding 150mm thick, watered and consolidated to 98% modified AASHTO density under pavings.	m3	71	
	Carried to Collection			R
	Section No. 3 Bill No. 5 WALKWAYS PROVISIONAL BILL OF QUANTITIES			

1	G5 Material, selected and supplied by the contractor, deposited in layers not exceeding 150mm thick, watered and consolidated to 95% modified AASHTO density over site.	m3	71	
	<u>Sundries</u>			
2	Rip reduced platform level and recompact to 93% Mod. A.A.S.H.T.O. density.	m2	475	
	<u>Prescribed Testing</u>			
3	Modified AASHTO density tests.	No	89	
	<u>Weedkillers, insecticides, etc.</u>			
	<u>Soil insecticide in accordance with SANS 5859</u>			
4	Under paving, etc.	m2	475	
	<u>Reinforced concrete 25MPa (19mm stone) in:</u>			
5	Edge thickening.	m3	14	
6	Surface beds cast in panels including temporary formwork.	m3	48	
	<u>Testing</u>			
7	Allow for preparing and curing a set of three test cubes, each size 150mm x 150mm x 150mm and pay all transport and testing costs undertaken by an approved independent laboratory. (Provisional)	Sets	10	
	<u>Surface treatment</u>			
8	Float surface of concrete to a wood float finish.	m2	475	
	<u>Edges, risers, ends and reveals</u>			
9	Edge, riser, etc exceeding 300mm high.	m	616	
	<u>REINFORCEMENT (PROVISIONAL)</u>			
	<u>High tensile welded steel mesh reinforcement :</u>			
10	Ref: 193 cast into concrete surfaces.	m2	475	
	Carried to Collection			R
	Section No. 3 Bill No. 5 WALKWAYS PROVISIONAL BILL OF QUANTITIES			

PRECAST CONCRETE PAVERS

**Grey interlocking precast concrete pavers type S-A
laid in herringbone pattern with header course
perimeter margin**

1 200 x 100 x 50mm Concrete pavers laid in between
concrete walkway as indicated in Engineers drawings,
laid on and including 25mm sand bed treated with weed
killer and cement/sand mixture swept into joints on
completion.

m2

45

Carried to Collection

R

Section No. 3
Bill No. 5
WALKWAYS
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 3

Bill No. 5

WALKWAYS

COLLECTION

Total Brought Forward from Page No.

**Page
No**

71

72

73

Amount

Carried Forward to Summary of Section No. 3

Section No. 3

Bill No. 5

WALKWAYS

PROVISIONAL BILL OF QUANTITIES

R

Item No	Quantity	Rate	Amount
<p><u>SECTION N0.3</u></p> <p><u>BILL NO.6</u></p> <p><u>SOIL DRAINAGE</u></p> <p><u>TRADE PREAMBLES</u></p> <p>Trade Preambles:</p> <p>For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Fencing Specification:</u></p> <p>Tenderers to refer to the 'Application of the Minimum Uniform Norms and Standards for Public School Infrastructure and the Safety and Security Guidelines at Eastern Cape Schools' included in the Annexures for tender purposes.</p> <p><u>General Specification:</u></p> <p>The fencing shall conform to the following general specifications and shall be: Incapable of damage through vandalism with anti-cut, anti-climb, and anti burrow provisions. Weather-resistant and anti-corrosive. Structurally sound and of good commercial quality with fixtures and connections on the inside of the fence i.e. must not be accessible from the outside. Cut to size and prefabricated off site. Supplied and installed by the same supplier but without negating potential sub-contracting arrangements</p>			
Carried to Collection			R
<p>Section No. 3 Bill No. 6 FENCING PROVISIONAL BILL OF QUANTITIES</p>			

Foundations:

Foundations for the posts should be 400mm x 400mm in cross-section and 600mm deep with a 15 Mpa/19mm 28-day concrete strength.

Descriptions of all posts with concrete bases shall be deemed to include excavations, risk of collapse, keep excavations free of water, trimming and ramming bottoms, formwork, backfilling, compacting to 93% Mod AASHTO density and carting away surplus excavated material to a dumping site to be located by the contractor.

No claim for rock excavation shall be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid

Posts:

Posts shall be hot dipped galvanised in continuous lengths (no joints) and shall comply with SANS 121 and ISO 1461:2000.!

The distance between the posts must be such that the mesh panels fit tightly and are structurally sound stable. Posts must have a locking mechanism to enable the mesh panels to be fully secured against them and locked in place along the entire length.

Panel posts must have a flush finish to not provide any climbing aid from both, the inside and outside of the fence.

All the posts must be fitted with high quality, durable, corrosion resistant, and ultraviolet (UV) stabilised moisture proof end caps and 200x200x2mm baseplate.

Carried to Collection

Section No. 3
Bill No. 6
FENCING
PROVISIONAL BILL OF QUANTITIES

R

Mesh Panels:

Mesh panels shall be welded high tensile steel mesh wrap. The width of the mesh panels must meet the manufacturer's design specifications to enable a structurally stable fence but should no be more than 3.50m wide.

Where the site is sloping, the fence should be stepped to follow the ground profile. Where this occurs, the steps should cover the full width of the mesh panel. The panel aperture size shall be 76.2mm x 12.7mm. The panel should be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity.

Anti-scale clamps must be provided against the post where there us a "V" formation on the mesh panel. All mesh panels must be secured along the entire length of the posts with a locking mechanism and tamper-proof anti-vandal bolts.

Anti-Burrow:

A mesh panel to the same specifications as the mesh panel above the ground should be secured along the lower edge integrated angle along the full width of the fence between the posts.

The anti-dig mesh panel shall be secured firmly to the mesh panel above the ground with anti-vandal bolts on the inside and against the concrete foundations for the posts. The panel must be hot-dip galvanised and bitumen-dip coated.

For rocky and/or sloping sections of the site a 20MPa reinforced concrete sill should be used as an anti-burrow provision instead of a mesh panel. The concrete sill should be at least be 200mm wide with 4 x Y12 steel bars top and bottom, with R8 stirrup @ 500mm c/c as reinforcement. Concrete should have Class F1 steel shutter finish and should have a 25 x 25 mm chamfer along the edges above ground.

Carried to Collection

Section No. 3
Bill No. 6
FENCING
PROVISIONAL BILL OF QUANTITIES

R

Over-Climb Prevention:

100mm high toughened steel Castle Spikes or Spear Spikes should be affixed on top of the mesh panels along the entire length of the fence and above the gates and shall be secured tightly with anti-vandal bolts from the inside of the fence.

Spikes should be hot-dip galvanised then Fusion-bond epoxy powder coated.

Gates:

The quality and specifications of both pedestrian and vehicular gates should be the same as that of the fence with a robust frame all around and welded high tensile steel sections must be used for the gate, with anti-cut and anti-climb provisions.

The height of the gates should be the same as that of the fence. Gates must be manufactured, supplied, and installed by the same supplier as the fence and be covered under the same fence guarantee/ warranty.

All connections and joints shall be welded to form rigid frames. All the material or components of the gate should be cut to size, welded hot dip galvanized and powder coated off site in a controlled environment. Cutting and welding onsite is prohibited.

For swing gates, hinges should not twist and turn under the action of the gate and should be arranged in such a way that a closed gate cannot be lifted off the hinges to dislodge it to obtain entry.

The hinges must be designed in such a way that the gap between the gate and the supporting posts is not more than 12.7mm.

For sliding gates, brackets must be provided to ensure that the gate cannot be lifted off the tracks and dislodged to obtain entry.

Warranties, Guarantees, Shop drawings and Compliance Documents:

Carried to Collection

Section No. 3
Bill No. 6
FENCING
PROVISIONAL BILL OF QUANTITIES

R

The following documents must be provided:

Ten (10) year anti-corrosion guarantee on all the fence and gate materials.

Three (3) year anti-vandalism guarantee on all the fence and gate materials (Materials that are guaranteed to be vandal-proof must not be capable of being vandalised successfully with ease using ordinary tools during the time frame of the guarantee).

Maintenance Plan

Certificate of Compliance for materials and coating

Shop drawings for the gates

Quality Control Programme

Environmental Method Statement

The main supplier is accountable for and shall provide all guarantees/ warranties for prefabricating, delivering, and installing the fence material, therefore no third-party arrangements will be considered in this regard. The cost of obtaining the guarantees, warranties and all other compliance documents is deemed to be included in the fencing rates to be provided below.

Maintenance:

The fence must be durable and generally maintenance free - the supplier responsible for providing and installing the fence shall be responsible for carrying out regular planned and unplanned maintenance activities when required during the tenure of the fence guarantee/warranty.

Any fence material that needs to be replaced due to corrosion and/or that has been vandalised with ease using ordinary tools shall be replaced by the supplier that provided and installed the fence and gates at its own costs.

ALTERATIONS

Carried to Collection

Section No. 3
Bill No. 6
FENCING

PROVISIONAL BILL OF QUANTITIES

R

Taking down and removing fencing including all concrete bases, posts, gates, etc:

1	1.8m High welded fence.	m	561	
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Site Clearance:

2	Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris .	m2	673	
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FENCING:

Hot dip galvanised steel high security fencing and gates finished with and including a factory-applied, fusion-bonded polymer coating system (or other approved protective coating) of durable quality, suitable for marine or corrosive environment, and supplied in the approved color in accordance with the project specification for high security fencing annexed to these bills of quantities for tender purposes:

3	100mm High toughened steel castle or spear spikes bolted to fence panels with anti-vandle bolts.	m	561	
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4	Bitumen coated welded mesh anti-burrow underdig 500mm deep, including excavations, risk of collapse, backfilling compacted to 93% Mod AASHTO density, etc.	m	561	
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5	Extra over mesh anti-burrow underdig for excavations in soft rock.	m3	17	
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6	200 x 150mm Groundbeam of 25Mpa reinforced concrete with 4 x Y12 steel bards top and bottom and R8 stirrups at 500mm c/c including formwork to a Class F1 steel shutter finish and 25 x 25mm chamfer along the edges above ground.	m	50	
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7	85/45 Tapered post 3.20m long with recess mechanism, UV stabilised polymer cap and 12mm diameter base pin cast into and including 400 x 400 x 600mm deep unreinforced concrete (25Mpa/19mm) base.	No	281	
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Carried to Collection

R

Section No. 3
Bill No. 6
FENCING
PROVISIONAL BILL OF QUANTITIES

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

1	76/76mm Hollow section gate post 3.20m long with UV stabilised polymer cap and 12mm diameter base pin cast into and including 400 x 400 x 600mm deep unreinforced concrete (25Mpa/19mm) base.	No	6	
2	Extra over post bases for excavation in soft rock.	m3	3	
3	Extra over post bases for excavation in hard rock.	m3	1	
4	Weld mesh fence panels, 2,4m high.	m	561	
5	Single swing gate 1,2 x 2,4m high overall to match fencing panels with and including 76 x 76 x 2mm frame, transome and bracing, drop bolt, suitable hinges, lock mechanism, keep, steel spikes, etc and two unreinforced concrete (25Mpa/19mm) anchor blocks with suitable length of pipe set in concrete to 30mm above ground level (post elsewhere).	No	1	
6	Double swing gate 6,0 x 2,4m high overall in two equal leaves to match fencing panels with and including 76 x 76 x 2mm frame, transome and bracing, one drop bolt per leaf, suitable hinges, lock mechanism, keep, steel spikes, etc and four unreinforced concrete (25Mpa/19mm) anchor blocks with suitable length of pipe set in concrete to 30mm above ground level (post elsewhere).	No	2	
7	750 x 200mm Thick unreinforced concrete (25Mpa/19mm) sill cast flush with the ground level in gate opening, including excavation, compaction of bottom of trench, risk of collapse, keep excavation free of water, compacted backfilling, spreading and levelling excavated materials over the site, formwork and finishing top surface smooth with woof float.	m	12	
Carried to Collection				R
Section No. 3 Bill No. 6 FENCING PROVISIONAL BILL OF QUANTITIES				

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No. 3

Bill No. 6

FENCING

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

75
76
77
78
79
80
81

Carried Forward to Summary of Section No. 3

R

Section No. 3
Bill No. 6
FENCING
PROVISIONAL BILL OF QUANTITIES

SECTION SUMMARY - SECTION NO.3 - EXTERNAL WORKS

Bill No		Page No	Amount
1	BULK EARTHWORKS, PLATFORMS, ETC	53	
2	STORMWATER CHANNELS AND APRONS	58	
3	WATER RETICULATION	64	
4	SEWER RETICULATION	70	
5	WALKWAYS	74	
6	FENCING	82	
Carried to Final Summary			
Section No. 3			R
PROVISIONAL BILL OF QUANTITIES			

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Item No		Quantity	Rate	Amount
	<u>SECTION NO.4 - PROVISIONAL SUMS , BUDGETARY ALLOWANCES, ECT.</u>			
	<u>BILL NO.1</u>			
	<u>Note:</u>			
	For Preambles see "PW 371 - A Edition 2.0 - Construction Works: Specifications, General Specification" as published by the Department of Public Works (2nd Edition July 2013).			
	<u>PROVISIONAL SUM</u>			
	<u>ELECTRICAL INSTALLATION</u>			
1	Provided the Provisional sum of R 250 000.00 (Two Hundred and Fifty Thousand Rand) for the connection of electricity to prefabricated building structures.	Item		300,000.00
2	Add for profit on the above, if desired.	Item		
3	Allow for attendance on the above, if desired.	Item		
	<u>COMMUNITY LIAISON OFFICER (CLO)</u>			
4	Provide the sum of R 68 000.00 (Six Eight Thousand Rand) for the employment of a CLO. (R 8 500.00 per month)	Item		68,000.00
5	Add for profit on the above if required.	Item		
	<u>PROJECT STEERING COMMITTEE</u>			
6	Provide the amount of R20 000.00 (Twenty thousand Rand) for the Project Steering Committee stipends for the duration of the construction period.	Item		20,000.00
7	Add for profit on the above if required.	Item		
	Carried to Final Summary			R
	Section No. 4			
	Bill No. 1			
	PROVISIONAL SUMS, BUDGETARY ALLOWANCES, EC			
	PROVISIONAL BILL OF QUANTITIES			

**NEWTOWN HIGH SCHOOL
DISABILITY ECONOMIC EMPOWERMENT TRUST**

Section No	<u>FINAL SUMMARY</u>	Page No		Amount
1	SECTION NO.1 - PRELIMINARIES	39		
2	SECTION NO.2 - PREFABRICATED BUILDING STRUCTURES	50		
3	SECTION NO.3 - EXTERNAL WORKS	83		
4	SECTION NO.4 - PROVISIONAL SUMS, BUDGETARY ALLOWANCES,ECT	84		
	Sub-Total		R	
	<u>CONTINGENCY PROVISIONS</u>			
	Allow five percent (5%) of the above sub-total for contingencies to be used as directed and deducted in whole or in part if not required.		R	
	Sub - Total		R	
	CSDG (0.5% of Sub Total 1) Factor (CIDB)		R	
	Sub Total		R	
	Add Value - Added Tax at the rate applicable as at Tender closing date.		R	
	Sub - Total		R	
	Carried to Form of Tender		R	
	PROVISIONAL BILL OF QUANTITIES			

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.

20260221/NEW/SDP/1000	SITE DEVELOPMENT PLAN
20260221/NEW/P/1101	4 CLASSROOM BLOCK - BLOCKS PP
20260221/NEW/RS/1101	1 CLASSROOM BLOCK + MPC - BLOCKS QQ
20260221/NEW/RS/1101	3 CLASSROOM BLOCK - BLOCKS RR, SS
20260221/NEW/T/1101	FEMALE ABLUTION BLOCK - BLOCKS TT
20260221/NEW/T/1101	MALE ABLUTION BLOCK - BLOCKS UU
20260221/NEW/FURN/1100	FURNITURE SCHEDULE & SPECIFICATION
20260221/NEW/Q/5000	MPC JOINERY DETAILS
2602/NEW/C/L/001	CONCEPT ENGINEERING LAYOUT
2602/NEW/S/D/001	CONCEPT STRUCTURAL DETAILS FOR CLASSROOMS
2602/NEW/S/D/002	CONCEPT STRUCTURAL DETAILS FOR ABLUTIONS



PART C3

SCOPE OF WORKS

C3 SCOPE OF WORK

Project Description:	THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
RFQ No:	DEET-ECDOE/EMR/07/2024-25

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

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

PROVISION OF PREFABRICATED STRUCTURES AT NEWTOWN HIGH SCHOOL

1. 3 x Classroom Blocks (9 x Classrooms overall)
2. 1 x MultiPurpose Classroom and 1 x Classroom Block
3. Administration Block
4. Concrete Walkways
5. Perimeter Fencing

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 NEWTOWN HIGH SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION
Project Number:	DEET-ECDOE/EMR/07/2024-25

GENERAL

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

The site is in Newtown, Fort Beaufort , Amathole West District with following coordinates: -

-32.7760526 S,26.619068,233 E



DISABILITY ECONOMIC EMPOWERMENT TRUST