DISABILITY ECONOMIC EMPOWERMENT TRUST

REQUEST FOR BID
FOR
THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION.

3 GB OR HIGHER

EMIS NO: 200999925

DISTRICT: AMATHOLE WEST DISTRICT

RFQ NO: DEET-ECDOE/EMR/09/2026-27

VOLUME 1 OF 1

Consisting of: 1 (One) Volumes

BIDDER: ……

CRS NO: ……...

Compiled for:	Compiled by:
SUPPLY CHAIN MANAGEMENT Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 **ZWELITSHA** 5608 Website: www.edu.ecprov.gov.za	**The Disability Economic Empowerment Trust (DEET)** 20 Suffolk Street Berea East London 5247 Website: www.deet.co.za

21 OCTOBER 2026

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THE TENDER

PART T1
TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Disability Economic Empowerment Trust (DEET) invites contractors with the CIDB grading of **3GB OR Higher** in the following Class of works **General Building** (**GB**) to tender for **DEET-ECDOE/EMR/09/2026-27**
THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION for a **3 Month 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 **21 October 2026**. No bid documents will be available at DEET offices.

There will be compulsory briefing meeting.

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

DECSRIPTION	DATE	TIME
BID ADVERT	21 October 2026	12h00
COMPULSORY BRIEFING	N/A	N/A
BID CLOSING	26 October 2026	12h00

The closing time for receipt of tenders by the DEET is **12:00PM** on **26 October 2026**. Tender will not 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.

A. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **"DEET-ECDOE/EMR/09/2026-27 THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF 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**.

B. 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**

Methodology for the Allocation of Specific Goal Points

Specific Goal points for Historically Disadvantaged Individuals, Persons with Disabilities, Promotion of Youth, and Women Participation will be awarded proportionately based on the verified ownership or participation percentage of the qualifying individual(s).

The points awarded for each applicable Specific Goal will be calculated using the following formula:

Points Awarded = (Verified Ownership/Participation Percentage ÷ 100) × Maximum Points Allocated to the Specific Goal.

The percentage claimed by the tenderer must be supported by the required documentary evidence and will be subject to verification.

Points allocated for Enterprises located in the Eastern Cape Province will be awarded only where the tenderer satisfies the requirements of that Specific Goal and provides the prescribed supporting documentation.

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 Neziswa Makubala
Tel No: 0437227333
Email Address: scm@ecdeet.co.za

TECHNICAL ENQURIES
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: Disability Economic Empowerment Trust (DEET) Name: Qhawe Nkasana Address: Disability Economic Empowerment Trust (DEET), 20 Suffolk Road, Berea, East London Tel No: 0437227333 Email Address:qs@ecdeet.co.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	**Tender's obligations**
4.1	Joint Ventures are allowed.
4.2	The employer will compensate the tender as follows **JBCC Edition 6.2 of 2018** The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents**

	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **Tender documents will not be made available at the clarification meeting**
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least* ***3*** **(Three) working days** ***before the closing time stated in the tender data.***
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 of 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/09/2026-27 THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION. Closing time and date: 22 October2026 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 in 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 in 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 **2 (Two)** 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 **3 (Three)** 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	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

Table F.1: Formulae for calculating the value of A

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.		

5.7.2

The procedure for the evaluation of responsive tenders is **Method 2: Administrative Compliance, Price and Preference**
Phase 1: Administrative requirements and Mandatory requirements
Phase 2: Price and preference (80/20 system)

PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

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:

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 or 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. Only Bidders registered on the DEET Panel of Contractors are eligible to submit a bid . Bidders not registered on DEET Database will be automatically disqualified.
15. Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in Black Ink (Hand Written).

~~**16. Attendance of compulsory briefing meeting**~~

Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

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 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. 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 targeted maximum 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 Alfred Nzo District Municipality .**Out of this 30% allocation, a minimum of one-third (⅓) 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~~
	1. <u>PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS</u> The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022 **Criteria** — **Points** **POINTS ON PRICE** — **80** **SPECIFIC GOALS** — **20** **TOTAL** — **100** **The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million:** (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): The financial offer will be scored using the following formula: $A = (1 - (\frac{P - Pm}{Pm}))$ The value of value of W_1 is: 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**.
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	**Tender offers will only be accepted if:** 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: 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.
	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.
	The additional conditions of tender are: • 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	**Documentation to demonstrate eligibility to have tenders evaluated i.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes** The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • 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	**Other documents required for tender evaluation purposes** The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A letter if 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	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	**Only authorized signatories may sign the original and all copies of the tender offer where required.** • 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. **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
6	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
7	**Canvassing and obtaining of additional information by tenderers** 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.
8	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - 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.

	In the service of the state means to be - a) a member of:- *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. 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.
9	**Awards to close family members of persons in the service of the state** 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 - *a)* the name of that person; *b)* the capacity in which that person is in the service of the state; and *c)* the amount of the award. 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.
10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **2 (Two) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will not be opened. A closing register will be shared with all bidders.
12	**Scoring quality / functionality:** N/A
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (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) 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.
14	Dispute resolution mechanism will be done through the **Adjudication** route**.**
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:

	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
- 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/09/2026-27	CLOSING DATE:	26 October2026	CLOSING TIME:	12:00PM
DESCRIPTION:	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET) OFFICES, 20 SUFFOLK ROAD, BEREA LABELLED **"TENDER BOX"**, EAST LONDON					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**			
CONTACT PERSON	**Ms. Neziswa Makubala**	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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, COMPLETE QUESTIONNAIRE BELOW]		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE 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 interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

[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.***

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

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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:

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

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 *audit 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: ……
……
……
……

Local Content – Declaration Summary Schedule											
Bill Page No.	Bill Item No.	Description of Services Works or Goods	Unit of measure	Quantity C1	Stipulated Minimum Threshold C2	Tender price - each (excl VAT) C3	Exempted imported value. C4	Tender value net of exempted imported content. C5 (C3-C4=C5)	Imported value (R) C6 (C1 x C4 =C6)	Local value (R) C7 (C1 x C3=C7)	Local content % (per item) C8
		TOTAL IMPORTED CONTENT VALUE (R)									
		TOTAL LOCAL CONTENT VALUE (R)									

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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.**
RFQ Number	**DEET-ECDOE/EMR/09/2026-27**

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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.

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.

[1] *As 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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**

I / We confirm that the following communications received from the Department of Public Works 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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**

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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE)ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**

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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**

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.

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.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

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

F

CAPACITY OF THE BIDDER

PROJECT DESCRIPTION	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**

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.)

Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)

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: ……

G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
   1.1. Name of project.
   1.2. Name of client.
   1.3. Contact details of client.
   1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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…… ……

H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist) **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
   - 2.1. Name of project.
   - 2.2. Name of client.
   - 2.3. Contact details of client.
   - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
   - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

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.

I

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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 .....

K

Project Reference Forms – 1

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION
PROJECT NUMBER	DEET-ECDOE/EMR/09/2026-27

NOTE:

This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2026

COMPANY STAMP

_____
Signature of principal agent

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms - 2

PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION
PROJECT NUMBER	DEET-ECDOE/EMR/09/2026-27

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare
that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2026.

COMPANY STAMP

_____
Signature of principal agent

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms – 3

PROJECT DESCRIPTION	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
PROJECT NUMBER	**DEET-ECDOE/EMR/09/2026-27**

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	**Very Poor 1**	**Poor 2**	**Fair 3**	**Good 4**	**Excellent 5**	**Total**
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2026.

COMPANY STAMP

_____
Signature of principal agent

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

BASELINE RISK ASSESSMENT

PROJECT DESCRIPTION	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Removal of existing roof	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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
PROJECT DESCRIPTION (SCOPE)	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
RFQ NUMBER	**DEET-ECDOE/EMR/09/2026-27**
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 (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	**Superstructure and Foundations**	
1.1	Face brick	
1.2	Cement, Sand Etc (concrete)	
2	**Internal Finishes:**	
2.1	Doors and Ironmongery	
2.2	Paint	
3	**Roofs**	
3.1	Roof covering and finishes (gutters, etc)	
4	**External Finishes:**	
4.1	Face bricks	
4.2	Aluminium windows frames etc	
5	**Fittings and Furniture: N/A**	
6	**Services: N/A**	

7	**External Works:**	
7.1	Water tanks	
7.2	Paving	
7.3	Retaining walls	
7.4	Cement Sand - Concrete (aprons, channels)	
7.5	Fencing	
	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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.**
Reference number	**DEET-ECDOE/EMR/09/2026-27**
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	Fort Beufort
Site address	Refer to document C4 – Site Information
Local authority	**Amathole West District Manucipality**

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	**Fb Quantity Surveyors and Project Managers**			
Legal entity of above		Contact person	Falcan Benny	
Practice number		Telephone number	084 880 9946	
		Mobile number	083 449 5467	
Country	SOUTH AFRICA	E-mail	fbquantitysurveyors@gmail.com	
Postal address	6 Mark Coetezar Street, Saxilby Amalinda, East London		Postal Code	5442
Physical address	6 Mark Coetezar Street, Saxilby Amalinda, East London		Postal Code	5442

A5.0 Agent [1.1]

A6.0 Agent [1.1]

A7.0 Agent [1.1]

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

B 2.0 Law, regulations and notices [2.0]

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

B 3.0 Offer and acceptance [3.0]

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

B 4.0 Documents [5.0]

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

Documents comprising the **agreement**	Page numbers
The **JBCC®** Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18

The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date

B 5.0 Employer's Agents [6.0]

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

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

B 6.0 Insurances [10.0]

Insurances by **employer**		Amount including tax	Deductible amount including tax
Yes / No:	**No**		
Contract works insurance:			
	New **works** [10.1.1] (**contract sum** or amount)		
or	**Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount		
or	**Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works**)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2; 10.2]			

Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

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

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		**Yes / No?**	**Yes**
If yes, description	Active Hostel Facilities housing learners. Arrangements will be made with the school to clear areas where construction work is underway, in cooperation with the school.		
Restriction of working hours [12.1.2]		**Yes / No?**	**No**
If yes, description			

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

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

Yes / No?	**No**	**If yes, description of specialisation**
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

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

Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.**

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

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	**03 Calendar month**	**R0.11/R100 of Contract amount**

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				

Section 8				
Remainder of the				

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

B 13.0 Defects liability period [21.0]

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

B 14.0 Payments [25.0]

Date of month for issue of regular **payment certificates** [25.2]	**15th**		
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) cal**endar days de**fects 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	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 Fixed - An amount which shall not be varied 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 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]
Option B	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] 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

Failure to provide particulars within the period stated

Option A	Where the allocation of **preliminaries** amounts for Option A is not provided, the following allocation of **preliminaries** amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) 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**

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: _____	SIGNED by: _____	SIGNED by: _____
Name:	Name:	Name:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	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 EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION

IMPLEMENTED BY

THE DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET)

Construction Health and Safety Specification

CONTRACTOR: TBA

PROGRAMME: DEET EMERGENCY INTERVENTION

PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION

DETAILS

SUPERVISION BY THE CLIENT:
DISABILITY ECONOMIC EMPOWERMENT TRUST

SUPERVISION BY THE PRINCIPAL CONTRACTOR:
TBA

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1. INTRODUCTION

1.1. In terms of Construction Regulation 5(1) (*b*) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), DISABILITY ECONOMIC EMPOWERMENT TRUST (DEET) , as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

1.2. The Principal Contractor and contractors shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.

1.3. This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. It should be noted that no single Act or its set of Regulations be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

1.4. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Regulation 1 of Construction Regulations) detailing the key activities to be performed in order to reduce as far as reasonably practicable, the hazards identified in the Risk Assessment.

1.5. Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor and contractors from his responsibilities and accountability in respect of the project to which

this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to: **The Principal Contractor and Contractors**

These specifications are contained in the index and intend to specify the normal and specific requirements of DEET pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the OHS Act 85, 1993 and its Regulations with specific reference to the Construction Regulations. This will also include any Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to cancel or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The purpose of this specification document is to provide **a Principal Contractor (and Contractors)** with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery. It further aims to protect persons other than its employees against any potential hazards to their health and safety arising out of or in connection with the activities of persons at work during the construction work for DEET .

3.1 To brief the Principle and Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:

a) safety considerations affecting the site of the project and its environment;

b) health and safety aspects of the associated structures and equipment;

c) required submissions on health and safety matters required from the Principal Contractor (and Contractors);

d) and the Principal Contractor's (and Sub - Contractors) health and safety plans.

3.2 To serve to ensure that the Principal Contractor (and Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

3.3 To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

4. DEFINITIONS

"Purpose of the Act" –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"Agent" –means a competent person who acts as a representative for a client;

"Client" –means any person for whom construction work is performed;

"Construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction site" means a workplace where construction work is being performed;

"Construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"Construction work" means any work in connection with -

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

“Contractor” –means an employer who performs construction work;

"Designer" means-

(a) a competent person who-

(i) prepares a design;

(ii) checks and approves a design;

(iii) arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or

(iv) designs temporary work, including its components;

(b) an architect or engineer contributing to, or having overall responsibility for a design;

(c) a building services engineer designing details for fixed plant;

(d) a surveyor specifying articles or drawing up specifications;

(e) a contractor carrying out design work as part of a design and building project; or an interior designer, shop-fitter or landscape architect;

"Excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"Fall protection plan" means a documented plan, which includes and provides for—

(a) all risks relating to working from a fall risk position, considering the nature of work undertaken;

(b) the procedures and methods to be applied in order to eliminate the risk of falling; and

(c) a rescue plan and procedures;

“Health and Safety File” –means a file, or other record containing the information in writing required by the Construction Regulations;

“Health and Safety Plan” –means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“Health and Safety Specification” –means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“Method Statement” –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

"Principal contractor" means an employer appointed by the client to perform construction work;

“Risk Assessment” –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"Structure" means—

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Organizational Structure of EHSMS Responsibilities

All responsibilities fall under the legal requirement of legal appointment letters – each responsible person must have an appointment letter.

ROLE	RESPONSIBILITIES
Client	**The Client and/or its Agent** shall ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed

Client Agent	and approved Health and Safety Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any duties under the Act and Regulations.
CEO – Principle Contractor	**The Chief Executive Officer** of the Principal Contractor in terms of Section 16 (1) of the OHS Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
Person responsible for Health and Safety Section 16(2)	All OHS Act (85 /1993), **Section 16 (2)** appointee/s as detailed in their respective appointment forms shall regularly, in writing, report to management on health and safety matters or deviations identified during routine or ad hoc inspections/ audits. All reports shall be made available to the principal Contractor to become part of their site records (Health & Safety File).
Construction Manager Or Assistant	The Construction Manager and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 shall regularly, in writing, report to their managers on health and safety matters or deviations identified during inspections. All reports shall be made available to the principal Contractor to become part of site records (Health & Safety File).
SHE Representatives	All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the OHS Act. She Representatives shall inspect and monitor activities on a daily basis and report findings to the Client and Health and Safety manager immediately. These safety representatives have the right to stop any unsafe work or work due to unsafe conditions and report findings and reason immediately to _____ (Company Name) Management.
Other Legal Appointees	**Further (Specific) Supervision Responsibilities for OH&S** Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the OHS Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
1.	5(1)(h)	Principal contractor for each phase or project	Client / Agent
2.	6	Designer	Client / Agent
3.	7(1)(c)(v)	Contractor	Principal Contractor
4.	7(2)(c)	Sub-Contractor	Contractor
5.	8(1)	Construction Manager	Principal Contractor

6.	8(2)	Assistant Construction Manager	Principal Contractor
7.	8(6)	Construction Safety Officer	Principal Contractor & Contractor
8.	8(7)	Construction Supervisor	Construction Manager
9.	8(8)	Assistant Construction Supervisor	Principal Contractor & Contractor
10.	9(1)	Person to carry out risk assessment	Principal Contractor & Contractor
11.	9(4)	Trainer/Instructor	Principal Contractor & Contractor
12.	10(1)(a)	Fall protection officer	Principal Contractor & Contractor
13.	11(2)	Competent structure inspector	Owner
14.	6(2) & 12(1)	Temporary Works Designer	Principal Contractor & Contractor
15.	12(2)	Temporary Works Supervisor	Principal Contractor & Contractor
16.	13(1)(a)	Excavation supervisor	Principal Contractor & Contractor
17.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Principal Contractor & Contractor
18.	13(2)(k)	Explosives expert	Principal Contractor & Contractor
19.	14(1)	Supervisor demolition work	Principal Contractor & Contractor
20.	14(2) + (3)	Demolition expert	Principal Contractor & Contractor
21.	14(11)	Explosives expert	Principal Contractor & Contractor
22.	16(1)	Scaffold supervisor	Principal Contractor & Contractor
23.	17(1)	Suspended platform supervisor	Principal Contractor & Contractor
24.	17(2)(c)	Compliance plan developer	Principal Contractor & Contractor
25.	17(8)(c)	Suspended platform expert	Principal Contractor & Contractor
26.	17(13)	Outrigger expert	Principal Contractor & Contractor
27.	19(8)(a)	Material hoist inspector	Principal Contractor & Contractor
28.	18(1)(a)	Rope access supervisor	Principal Contractor & Contractor
29.	20(1)	Bulk mixing plant supervisor	Principal Contractor & Contractor
30.	20(2)	Bulk mixing plant operator	Principal Contractor & Contractor
31.	21(2)(b)	Explosive actuated fastening device expert	Principal Contractor & Contractor

32.	21(2) (g) (i)	Explosive actuated fastening device controller	Principal Contractor & Contractor
33.	22(a)	Tower crane supervisor	Principal Contractor & Contractor
34.	22(e)	Tower crane operator	Principal Contractor & Contractor
35.	23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor & Contractor
36.	23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor & Contractor
37.	24(d)	Temporary electrical installations inspector	Principal Contractor & Contractor
38.	24 (e)	Temporary electrical installations controller	Principal Contractor & Contractor
39.	28 (a)	Stacking and storage supervisor	Principal Contractor & Contractor
40.	29 (h)	Fire equipment inspector	Principal Contractor & Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter "Introduction" (page 4) above. This list shall not be assumed to be exclusive or comprehensive.

5.2 Communication & Liaison

5.2.1 Communication between the Employer, the Principal Contractor, Contractors, Project manager, Architect and other concerned parties shall take place in the SHE Committee or Project meeting;

5.2.2 In addition to the above, communication may be directed to the Client or Client Agent, in writing, as and when the need arises;

5.2.3 The workforce may consult on Health and Safety matters with their Supervisor or She Representative;

5.2.4 The Principal Contractor shall be responsible for the dissemination of all relevant Health and Safety information to Contractors and other Contractors e.g. design changes agreed with the Client and its Agent; instruction issued by the Client agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the

"owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties;

6.2 In terms of the Construction Regulations the **"owner",** in terms of its instructions, operates (has to operate) in the role of client as per relevant definition;

6.3 The **contractors** working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site;

6.4 **Contractors** are required to operate under the control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the **Principal Contractor** will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 In terms of Construction regulation 5 a Client must-

1 (a) prepare a baseline risk assessment for an intended construction work project;

(b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);

(c) provide the designer with the health and safety specification contemplated in paragraph (b);

(d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;

(e) ensure that the designer carries out all responsibilities contemplated in regulation 6;

(f) include the health and safety specification in the tender documents;

(g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;

(h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;

(i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;

(j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);

(k) appoint every principal contractor in writing for the project or part thereof on the construction site;

(l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;

(m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;

(n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;

(o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;

(p) ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;

(q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;

(r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and

(s) ensure that the health and safety file contemplated in regulation 7(1)(b) is kept and maintained by the principal contractor.

(2) Where a client requires additional work to be performed as a result of a design change or an error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.

(3) Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative

Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

(4) Where more than one principal contractor is appointed as contemplated in sub regulation (1)(k), the client must take reasonable steps to ensure co-operation between all principal contactors and contractors in order to ensure compliance with these Regulations.

(5) Where a construction work permit is required as contemplated in regulation 3(1), the client must, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed.

(6) Where notification of construction work is required as contemplated in regulation 4(1), the client may, without derogating from his or her health and safety responsibilities or liabilities, appoint a competent person in writing as an agent to act as his or her representative, and where such an appointment is made the duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the agent so appointed: Provided that, where the question arises as to whether an agent is necessary, the decision of an inspector is decisive.

(7) An agent contemplated in sub regulations (5) and (6) must—

(a) manage the health and safety on a construction project for the client; and

(b) be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;

(8) When the chief inspector has approved a statutory body as contemplated in sub regulation (7)(b), he or she must give notice of that approval in the Gazette.

7.2 Principal Contractor

a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly;

b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be

legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract;

c) (1) A principal contractor must further —

(a) provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

(b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and

(c) on appointing any other contractor, in order to ensure compliance with the provisions of the Act—

(i) provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;

(ii) ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

(iii) ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;

(iv) ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;

(v) appoint each contractor in writing for the part of the project on the construction site;

(vi) take reasonable steps to ensure that each contractor's health and safety plan contemplated in subregulation (2)(a) is implemented and maintained on the construction site;

(vii) ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;

(viii) stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

(ix) where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and

(x) discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (2)(a), and must thereafter finally approve that plan for implementation;

(d) ensure that a copy of his or her health and safety plan contemplated in paragraph (a), as well as the contractor's health and safety plan contemplated in subregulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;

(e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in subregulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

(f) in addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and subregulation (2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and

(f) ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

(2) A contractor must prior to performing any construction work—

(a) provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification contemplated in regulation 5(1)(b) and provided by the principal contractor in terms of subregulation (1)(a), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;

(b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;

(c) before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

(d) co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and

(e) as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

(3) Where a contractor appoints another contractor to perform construction work, the duties determined in subregulation (1)(b) to (g) that apply to the principal contractor apply to the contractor as if he or she were the principal contractor.

(4) A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

(5) No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(6) A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

(7) A contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in subregulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;

(8) A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the appointment of A contractor for the construction of EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS as detailed in the tender documents.

The Client or its Agent will provide a scope of work to the Principal Contractor.

As a result of the inherent nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely. **The Principal Contractor and Contractors** –shall for the duration of the project make available SHE Representatives on a daily basis to inspect the workplace.

According to Construction Regulation 7(1) (c) (ii) all potential contractors submitting tenders must make provision for the cost of health and safety measures during the construction process. When submitting a tender the Principal Contractor shall therefore, make provision for the cost of health and safety

measures in terms of their documented Health and Safety Plan and DEET Health and Safety Specifications. The cost shall be clearly specified and quantified within the tender document under a section for health and safety.

The Health and Safety Plan is therefore to be included with the Tender documents when Tenders are invited for the Project.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(2) (b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report monthly on their performance to the Client or its Agent.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to perform risk assessments, compile Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below “Project/Site Specific Requirements”).

The identification of hazards is over and above the hazards identification program and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Periodical Audit by Client or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor to comply with Construction Regulation 7(1) (*c*) (vii) to ensure that the

principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan (audits must be done at least once every 30 days).

12.2 Other audits and inspections by client or agent.

The Client or its Agent reserves the right to conduct any ad hoc audits and inspections as it deems necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on all Audits and Inspections and may conduct their own audit/inspection simultaneously. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client or its Agent may request a copy of the Principal Contractor SHE Committee meeting minutes, reflecting possible recommendations made by that committee to the employer for reference purposes.

12.3 Incident Investigation and Reporting

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- Dies;
- becomes unconscious;
- loses a limb or part of a limb;
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed.

or where:

- a major incident occurred;
- the health or safety of any person was endangered (this could be a near miss);
- where a dangerous substance was spilled;
- the uncontrolled release of any substance under pressure took place;
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;
- machinery ran out of control.

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client or its Agent.

Refer in this regard to Section 24 of the Act, Construction Regulation 5(3) & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations;

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report";

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in clause 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

- Project Manager / Client / Agent; and
- Health and Safety Manager.

12.4 Review

- The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Construction Planning and Progress Report meeting as the construction work develops and progresses. Each time changes are made to the designs, plans and construction methods and processes. These items must be reviewed;

- The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific Health and Safety Rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction project.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

- The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the

rule that non-employees shall at all times be provided with fulltime supervision while on site;

- Additional Access Rules may be imposed by the Project Manager or Client Agent in the interest of the safety of **Principal Contractor/Contractor** employees, visitors and customers;

- The Principal Contractor must develop a set of Security rules and procedures for their allocated site and maintain these throughout the construction period. These security rules must be submitted to the Client for approval. Additional security measures or rules may be specified for risk minimisation purposes;

- If not already tasked to the H&S Officer appointed in terms of Construction Regulation 8(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training;

12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

12.6.3 Other Training

- All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid licenses and proof of training;

- All employees performing jobs requiring specific training in terms of the OHS Act 85, 1993 and Regulations must submit proof of such training;
- Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):
  - General Induction (Section 8 of the Act & CR 7(5));
  - Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act & CR 7(5) & (6));
  - Site/Project Manager;
  - Construction Supervisor;
  - OH&S Representatives (Section 18 (3) of the Act);
  - Training of the Appointees indicated in 12.6.1 & 12.6.2 above;
  - Operation of Cranes (Driven Machinery Regulations 18 (11);
  - Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23);
  - Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29);
  - As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3);
  - Storekeeping Methods & Safe Stacking (Construction Regulation 28);
  - Emergency, Security and Fire Coordinator.

12.7 Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all incidents. This will include first aid, medical treatment by a doctor and hospital or clinic cases. (General Administrative Regulation 9).

All incidents must be recorded in the Accident/Incident Register. (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the corrective action to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, All incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 SHE Representatives and SHE Committees

12.8.1 Designation of SHE Representatives

- Where the Principal Contractor employs more than 20 persons (including the employees of the Contractors) he has to appoint a minimum of one SHE Representatives, then he must appoint one for every 50 employees or part thereof. *(OHS Act85, 1993 - Section 17 and GAR 6; 7.);*
- These SHE Representatives shall be designated in writing.

12.8.2 Duties and Functions of the H&S Representatives *(This is based on the Construction norms and is not an exhaustive list)*

- The Principal Contractor must ensure that the designated SHE Representatives conduct a formal weekly inspection of their respective areas of responsibility using a checklist. All findings must be reported to the Principal Contractor. The reports shall be submitted to the Health and Safety Committee for action. Record shall be kept in the form of minutes;
- SHE Representatives must take part in incident investigations;
- SHE Representatives shall be members of at least one SHE Committee and attend all the SHE Committee meetings.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on an H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members (who are not allowed to vote on issues discussed) and determine the procedures of the meetings including the chairmanship.

Legally, the H&S Committee must meet minimum every 3 months, but it is advised that they meet at least once a month and consider, at least, the following Agenda for the *first meeting*. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

1) Opening and determining of chairmanship (only when necessary);
2) Facilities and Hygiene;
3) Housekeeping;

4) Incidents and incident investigation; and
5) Inspection checklists and Registers:
   a H&S Rep. Inspections;
   b. Matters of First Aid;
   c. Scaffolding;
   d. Ladders;
   e. Excavations;
   f. Portable Electric Equipment;
   g. Fire Equipment;
   h. Explosive Power Tools;
   i. Power Hand tools;
   j. Incident Investigation reports;
   k. Pressure Equipment and vessels under pressure;
   l. Personal Protective Equipment.
6) Safety Statistics;
7) Health and Safety Awareness / Training / Posters and Symbolic signs;
8) First Aiders and First Aid equipment;
9) Demarcation of work- /hazardous-/safe areas/walkways;
10) Safety Suggestions;
11) Environmental Management;
12) General;
13) Date of Next Meeting; and
14) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

RECEIVE CONTRACT AWARD
CONDUCT PLANNING

EXECUTE SITE ESTABLISHMENT:

- Office/s;
- Secure/Safe Storage and storage areas for materials, plant & equipment;
- Ablution facilities;
- Sheltered dining area;
- Vehicle access to the site;
- Dealing with existing Structures;
- Location of existing Services.

APPOINT CLO

APPOINT LABOUR

EXPOSING OF SERVICES

- Digging trenches by hand;
- Marking identified services.

Work Packages and Activities

Work Packages that will make up all the scope of the project

- Foundations;
- Concrete, formwork and reinforcement;
- Masonry;
- Waterproofing;
- Roof coverings and structures;
- Carpentry and joinery;
- Ceilings and Partitions;
- Floor Coverings;
- Ironmongery;
- Structural steelwork;
- Metalwork;
- Plastering;
- Tiling;
- Internal Plumbing;
- Glazing;
- Paintwork;
- Electrical works; and
- Clean and Finish

External Works

- General site works, roads and paving;
- Storm water drainage;
- Sewer;
- Security Fencing;
- Access gates;
- Area lighting;
- Landscaping.

Task Activities undertaken in the execution of the above mentioned work packages, and must be addressed in the safety plan of the contractor.

- Installation and Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment;
- Adjacent properties and surrounding building exposures;
- Boundaries and Access control/Public Liability Exposures;
- Exposure to Noise;
- Exposure to Vibration;
- Protection against dehydration and heat exhaustion;
- Protection from the elements.

Use of Portable Electrical Equipment including:

- Angle grinder;
- Electrical Drilling machine;
- Skill saw.

Excavations including:

- Ground/soil conditions;
- Trenching;
- Shoring;
- Drainage;
- Daily inspections.

Welding including:

- Arc Welding;
- Gas welding;
- Flame Cutting;
- Use of LP Gas torches and appliances.

Loading and Offloading of Trucks.

Aggregate/Sand and other Materials Delivery.

Manual and Mechanical Handling of equipment.

Lifting and Lowering Operations done by mobile cranes.

Driving & Operation of Construction Vehicles and Mobile Plant including:

- Trenching machine;
- Mobile crane/s;
- Excavator/TLB;
- Roller;
- Plate Compactor;
- Front End Loader;
- Grader;
- Vibrating Roller;
- Water Truck;
- Articulated Dump Trucks.

The major equipment/systems considered in this specification are as follows:

- Hot Water Heat Pumps
- Thermocube
- Circulating Pumps
- Interconnecting pipework

Mobile Cranes and the ancillary lifting tackle.

Parking of Vehicles & Mobile Plant.

Towing of Vehicles & Mobile Plant.

Use and Storage of Flammable Liquids and other Hazardous Substances – (the client and/or its agent appointed on its behalf to be informed of this prior to commencing of the project).

Layering and Bedding of trench floor.

Installation of Pipes in trenches.

Backfilling and compacting of Trenches.

Protection against Flooding.

Use of Explosives – (the client and/or its Agent appointed on its behalf to be informed of this prior to commencing of the project).

Protection from Overhead Power Lines.

As discovered by the Principal Contractor's hazard identification exercise.

As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site.

As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative and Legal Requirements;
2. Education, Training & Promotion;
3. Public Safety and Emergency Preparedness;
4. Personal Protective Equipment;
5. Housekeeping;
6. Scaffolding, Formwork & Support work;
7. Ladders;
8. Electrical Safeguarding;
9. Emergency Procedures /Fire Prevention and Protection;
10. Excavations and Demolition;
11. Tools;
12. Cranes and other driven machinery;
13. Personnel and Material Hoists;
14. Transport and Materials Handling;
15. Site Plant and Machinery;
16. Stacking and Storage Site/ Yards/ Site Workshops Specifics;
17. Health and Hygiene; and
18. Facilities.

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

(a) OHS Act Section/ (b) Regulation	Subject	(2) Requirements
Construction. Regulation 3 & 4	Application for construction work permit Notice of carrying out Construction work	Department of Labour must be notified by the client and by the contractor. Copy of Notice available on Site. Work permit to be displayed at the entrance if required.
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations available on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)	SHE Specification and Program	SHE Spec received from Client and/or its Agent SHE Program developed and updated.
Section 8(2)(d) of the OHS Act and Regulation 5(1) & 7 of the Construction.	Hazard Identification & Risk Assessment	Identifications of hazards/Recorded Risk Assessment and – Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Contractors informed/trained

Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Manager with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of SHE Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	SHE Committee/s established. All SHE Reps shall be members of SHE Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ Contractors	Written agreement with Contractors List of Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing (COID) Construction Manager designated Written arrangements regarding SHE Reps and Committee (OHSA Section 17,18) Written arrangements for First Aid (COID)
Section 24 & General Admin. Regulation 8, Constrcution Regulation 5(3) & COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated and available on Site
Construction. Regulation 10(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site
Construction. Regulation 11	Structures	**Information re. the structure being erected received from the Designer including:** - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept

Construction Regulations 12	Temporary Works	**Competent persons appointed in writing to:** - Inspect structures - Ensure that design are followed
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
Construction Regulation 15	Tunneling	**No people permitted to enter a tunnel if which has a height dimension of less than 800 millimetres**
Construction. Regulation 16	Scaffolding	**Competent persons appointed in writing to:** - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 17	Suspended Platforms	**Competent persons appointed in writing to:** - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour **The following inspections of the whole installation carried out by a competent person** - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available
Construction Regulation 18	Rope Access Work	**Competent person appointed** in writing as a rope access supervisor to supervise the activities. Operators must be licensed to carry out their work. A site specific fall protection plan must be available to the specific site and environment.
Construction. Regulation 19	Materials Hoist	**Competent person appointed** in writing to inspect the Material Hoist

		Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 20	Bulk Mixing Plants	**Competent person appointed** to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept
Construction. Regulation 21	Explosive actuated fastening device	**Competent person appointed** to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept. Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 22/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane **Inspection**: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	**Competent person appointed** in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction Regulation 25	Use of temporary storage of flammable liquids on construction site	Flammable liquids must be stored in a way that it does not cause a fire or explosion hazard, and that the workplace is well ventilated. Suitable notices to be posted.
Construction Regulations 26	Water environments	If construction is performed over on in close proximity of water, then provision must be made to prevent persons from falling into water and have a rescue plan in case of such incident happening to prevent drowning.
Construction Regulation 27	Housekeeping	Suitable housekeeping measures must be implemented to reduce the risk of injuries and damage to the structures, machinery, etc. Debris must be removed with a chute from a high place. Construction area must be fenced off.
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	**Competent Person/s** with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning and Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: o Drilled/Practiced o Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on *register*.

		Inspected weekly. And inspection register kept. Serviced annually
Construction Regulation 30	Employees Facilities	The contractor must provide and maintain in hygienic condition facilities for employees that include: • Showers (1 for every 15 employees) • Sanitary facilities for each sex (1 for every 30 employees) • Changing facilities for each sex • Sheltered eating areas
General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PPE)	PPE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE. PPE remains property of Employer, and is not to be removed from the premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	**Competent Person/s** with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	Control of Storage & Usage of HCS and Flammables	**Competent Person/s** with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Pressure Equipment Regulations	Pressure Equipment	**Competent Person/s** with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection Authority (AIA): ○ after installation/re-erection or repairs ○ every 36 months. ○ Register/Log kept of inspections, tests. Modifications & repair
Construction. Regulation 23	Construction Vehicles and Earth Moving Equipment	Operators/Drivers appointed to: ○ Carry out a daily inspection prior to use ○ Drive the vehicle/plant that he/she is competent to operate/drive

		Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept
General Safety Regulation 13A	Inspection of Ladders	**Competent person** appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept. Application of the types of ladders (wooden, aluminum etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

Education & Training

Subject	Requirement
Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
Company/Site SHE Rules (Section 13(a)	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
Induction & Task Safety Training (Section 13(a)	All new employees receive SHE Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
General SHE Training (Section 13(a)	All current employees receive specified SHE training: written proof Operators of Plant and Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.

Public Safety, Security Measures & Emergency Preparedness

	Requirement
Notices &Signs	Notices & Signs at entrances / along perimeters indicating **"No Unauthorized Entry".** Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. **"Visitors to report to Office"** Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. **General Warning Signs**
Site Safeguarding	Nets, Canopies, Platforms, Fences etc. to protect members of the public passing / entering the site.
Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)

Emergency Drill and Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced.

Personal Protective Equipment

Subject	**Requirement**
PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
Head Protection 	All persons on site wearing Hardhats including Contractors and Visitors (where prescribed)
Foot Protection 	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
Eye and Face Protection 	Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: • Jack/ Kango Hammers • Angle / Bench Grinders • Electric Drills (Overhead work into concrete / cement / bricks • Explosive Powered tools • Concrete Vibrators / Pokers • Hammers & Chisels • Cutting / Welding Torches • Cutting Tools and Equipment • Guillotines and Benders • Shears • Sanders and Sanding Machines • CO2 and Arc Welding Equipment • Skill / Bench Saws • Spray Painting Equipment etc.
Hearing Protection 	Hearing Protectors (Muffs, Plugs etc.) used when operating the following: • Jack / Kango Hammers • Explosive Powered Tools • Wood/Aluminium Working Machines e.g. saws, planers, routers
Hand Protection 	Protective Gloves worn by employees handling / using: • Cement / Bricks / Steel / Chemicals • Welding Equipment • Hammers & Chisels • Jack / Kango Hammers etc.
Respiratory Protection 	Suitable/efficient prescribed Respirators worn correctly by employees handling / using: • Dry cement • Dusty areas • Hazardous chemicals • Angle Grinders • Spray Painting etc.
Fall Prevention Equipment 	Suitable Safety harnesses / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: • Scaffolding • Riggers • Lift shafts • Edge work

	• Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

Housekeeping

Subject	Requirement
Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Contractors (Housekeeping)	Contractors required to comply with Housekeeping requirements.

Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed

Roof work	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	• Foundation firm / stable • Sufficient bracing. • Tied to Structure/prevented from side or cross movement • Platform boards in good condition/sufficient/secured. • Handrails and toe boards provided. • Access ladders / stairs provided. • Area/s under scaffolding tidy. • Safe/unsafe for use signs • Complying with OH&S Act/SABS 085
Free Standing Scaffolding	• Foundation firm / stable • Sufficient bracing. • Platform boards in good condition/sufficient/secured. • Handrails and toe boards provided. • Access ladders / stairs provided. • Area/s under scaffolding tidy. • Safe/unsafe for use signs • Height to base ratio correct • Outriggers used /tied to structure where necessary • Complying with OH&S Act/SABS 085
Mobile Scaffolding	• Foundation firm / stable • Sufficient bracing. • Platform boards in good condition/sufficient/secured. • Handrails and toe boards provided. • Access ladders / stairs provided. • Area/s under scaffolding tidy. • Safe/unsafe for use signs
Mobile Scaffolding	• Wheels / swivels in good condition • Brakes working and applied. • Height to base ratio correct. • Outriggers used where necessary • Complying with OH&S Act/SABS 085
Suspended Scaffolding	• Outriggers securely supported and anchored. • Correct No. of steel wire ropes used. • Platform as close as possible to the structure. • Handrails on all sides • All winches / ropes / cables / brakes inspected regularly and replaced as prescribed • Scaffolding complies with OHS Act (Act 85/93) • Winch(es) maintained by competent person(s)
Formwork / Support Work	• All components in good condition. • Foundation firm / stable. • Adequate bracing / stability ensured. • Good workmanship / uprights straight and plumb. • Good cantilever construction. • Safe access provided. • Areas under support work tidy. • Same standards as for system scaffolding.
Special Scaffolding	• Special Scaffolding E.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.
Edges & Openings	• Edges barricaded to acceptable standards. • Manhole openings covered / barricaded. • Openings in floor / other openings covered, barricaded/fenced.

	• Stairs provided with handrails. • Lift shafts barricaded / fenced off.

Ladders

Subject	Requirement
Physical Condition / Use & Storage	• Stepladders - hinges/stays/braces/stiles in order. • Extension ladders - ropes/rungs/stiles/safety latch/hook in order. • Extension / Straight ladders secured or tied at the bottom / top. • No joined ladders used • Wooden ladders are never painted except with varnish • Aluminium ladders NOT to be used with electrical work • All ladders stored on hooks / racks and not on ground. • Ladders protrude 900 mm above landings / platforms / roof. • Fixed ladders higher than 5 m have cages/Fall arrest system

Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations" - see attached document)

Subject	Requirement
Electrical Distribution Boards & Earth Leakage	• Color coded / numbered / symbolic sign displayed. • Area in front kept clear and unobstructed. • Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close • Switches / circuit breakers identified. • Earth leakage protection unit fitted and operating. • Tested with instrument: Test results within 15 – 30 milliamps • Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door • Apertures and openings used for extension leads to be protected against the elements and especially rain
Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct: **Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector.** Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs
Physical condition of Electrical Appliances & Tools	Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket) • Insulation / casing in good condition. • Earth wire connected/intact where not of double insulated design • Double insulation mark indicates that no earth wire is to be connected. • Cord in good condition/no bare wires/secured to machine & plug. • Plug in good condition, connected correctly and correct polarity.

Emergency and Fire Prevention and Protection

Subject	Requirement
Fire Extinguishing Equipment 	Fire Risks Identified and on record The correct and adequate Fire Extinguishing Equipment available for: • Offices • General Stores • Flammable Store • Fuel Storage Tank/s and catchment well • Gas Welding / Cutting operations • Where flammable substances are being used / applied.

	• * Equipment Easily Accessible
Maintenance	Fire equipment checked minimum monthly, serviced yearly
Location & Signs	Fire Extinguishing Equipment: • Clearly visible • Unobstructed • Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)
Storage Issue & Control of Flammables (incl. Gas cylinders 	Storage Area provided for flammables with suitable doors, ventilation, bund etc. • Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied • Only sufficient quantities issued for one task or one day’s usage • Separate, special gas cylinder store/storage area. • Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. • Types of Gas Cylinders clearly identified as well as the storage area and stored separately. • Full cylinders stored separately from empty cylinders. • All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. • Leaking acetylene vessels to be returned to the supplier **IMMEDIATELY**.
Storage, Issue & Control of Hazardous Chemical Substances (HCS) 	• HCS storage principles applied: products segregated • Only approved, non-expired HCS to be used • Only the prescribed PPE shall be used as the minimum protection • Provision made for leakage/spillage containment and ventilation • Emergency showers/eye wash facilities provided • HCS under lock & key controlled by designated person • Decanted/issued in containers as prescribed with information/warning labels • Disposal of unwanted HCS by accredited disposal agent • No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site • All vessels or containers to be regularly checked for leaks

Excavations

Subject	Requirement
Excavations deeper than 1.5 m. Based on the risk assessment.	• Shored / braced to prevent caving / falling in. • Provided with an access ladder. • Excavations guarded/barricaded/lighted after dark in public areas • Soil dumped at least 1 m away from edge of excavation • On sloping ground soil dumped on lower side of excavation • All excavations are subject to daily inspections

Tools

Subject	Requirement
Hand Tools	Shovels / Spades / Picks: • Handles free from cracks and splinters • Handles fit securely • Working end sharp and true Hammers: • Good quality handles, no pipe or reinforcing steel handles. • Handles free from cracks and splinters • Handles fit securely Chisels: • No mushroomed heads / heads chamfered • Not hardened • Cutting edge sharp and square Saws:

	• Teeth sharp and set correctly • * Correct saw used for the job
Explosive Powered Tools.	• Only used by trained / authorized personnel. • Prescribed warning signs placed / displayed where tool is in use. • Work area must be properly isolated/demarcated during use of tool. • Inspected at least monthly by competent person and results recorded. • Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. • Cleaned daily after use.

Cranes

Subject	Requirement
Tower Crane	• Only operated by trained authorized operator with valid certificate of training • Structure - no visible defects • Electrical installation good/safe • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed • Limit switches with backup switches fitted/operational • Access Ladder fitted with backrests/Fall arrest system installed • Lifting tackle in good condition/inspection color coding • Lifting tackle checked daily
Mobile Crane	• Only operated by trained authorized operator with valid certificate of training • Rear view mirrors • Windscreen visibility good • Windscreen wipers operating effectively • Indicators operational • Hooter working • Tyres safe/sufficient tread/pressure visibly sufficient • No missing Wheel nuts • Headlights, taillights operational • Reverse alarm working and audible and known by all employees
Mobile Crane continued	• Grease nipples and grease on all joints • No Oil leaks • Hydraulic pipes visibly sound/no leaks • No corrosion on Battery terminals • Boom visibly in good condition/no apparent damage • Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily • Brakes working properly • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed • By-pass valves operational • Deflection chart displayed/visible to operator/driver • Outriggers functional used
Gantry Crane	• Only operated by trained authorized persons • Correct slinging techniques used • Recognized/displayed on chart signals used • Logbook kept/up to date • Prescribed inspections conducted on crane &lifting tackle and checked daily • “Crane overhead” signage, where applicable • Crane hook: Throat pop marked/safety latch fitted/functional • SWL/MML displayed/load limiting switches fitted/operational

Builder’s Hoist

Subject	**Requirement**
Builder’s Hoist	“Hoist In Operation” - sign displayed. General construction strong and free from patent defects. Tower: * Adequately secured / braced.

	* At least 900 mm available for over travel. * Barricaded at least 2 100 mm high at ground level and floors. * Landing place provided with gate at least 1 800 high. Platform: * No persons conveyed on platform * Steel wire ropes with breaking strength of six times max. load. * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load.

Transport & Materials Handling Equipment

Subject	Requirement
Site Vehicles	• All Site Vehicles, Dumpers, Bobcats, Loaders etc.; checked daily before use by driver / operator. • Inventory of vehicles used/operated on site • Inspection by means of a checklist / result recorded. • No persons riding on equipment not designed or designated for passengers. • Site speed limit posted, enforced and not exceeded. • Drivers / Operators trained / licensed and carrying proof. • No unauthorized persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	• Operator Trained. • Only authorized persons use the machine. • Emergency stop switch clearly marked and accessible. • Area around the machine dry and slip/trip free/clear of off-cuts • All moving drive parts guarded/electrical supply cable protected • Operator using correct PPE - eye/face/hearing/foot/hands/body.
Electric Arc Welder	• Welder Trained. • Only authorized / trained persons use welder. • Earth cable adequately earthed to work. • Electrode holder in good condition/safe • Cables, clamps & lugs/connectors in good condition. • Area in which welding machine is used is dry/protected from wet. • Welder using correct PPE - eye/ face/foot/body/respirator. • Correct transparent screens & warning signs placed
Woodworking Machines	• Operators Trained. • Only authorized persons use machines. • Provided with guards. • Guards used. • Operators using correct PPE - eye/face/feet/hearing • Circular saws strictly operated according to prescribed methods and settings • Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications
Compressors	• Relief valves correctly set and locked / sealed. • Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. • All drives adequately guarded. • Receiver/lines drained daily • Hoses good condition/clamped, not wired • Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin.
Concrete Mixer / Batch Plant	• Top platform provided with guardrails. • Dust abatement methods in use. • Operators using correct PPE - eye / hands / respirators.

	• All moving drive parts guarded. • Emergency stops identified / indicated and accessible. • Area kept clean/dry/and free from tripping and slipping hazards. • Operator's overseer identified and crane signals displayed and used.
Gas Welding / Flame Cutting Equipment	• Only authorized/trained persons use the equipment. • Torches and gauges in good condition. • Flashback arrestors fitted at cylinders and gauges. • Hoses in good condition/correct type/all connections with clamps. • Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. • All cylinders regularly checked for leaks, leaking cylinders returned immediately. • Fire prevention/control methods applied/hot work permits.

Subject	Requirements
1. Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	• Person/s with specific knowledge and experience designated in writing to supervise the Use & Maintenance of Machinery. • Critical items of Machinery identified/numbered/placed on register/inventory. • Inspection/maintenance schedules for abovementioned. • Inspections/maintenance carried out to above schedules. • Results recorded.
2. General Machinery Regulation 9(2): Notices re. Operation of Machinery	• Schedule D Notice posted in Work areas.
3. Pressure Equipment Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure or Pressure Equipment	• Person/s with specific knowledge and experience designated in writing to supervise the Use &Maintenance of Pressure Equipment. • Pressure Equipment identified/numbered/placed on register/Manufacturers plate intact. • Inspection/maintenance carried out according to schedule. • Results recorded/Test certificates available.
4. Lock-out Procedure	• Lock-out procedure in operation •
5. Ergonomics	• Ergonomics survey conducted – results on record. • Survey results applied.
6. Demarcation & Color Coding	• Demarcation principles applied • All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard • Employees trained to identify colour coding
7. Portable & Bench Grinders	• Area around grinder clear/trip/slip free • Bench grinders mounted securely/grinder generally in good condition/No excessive vibration • On/Off switch/button clearly demarcated/accessible • Adequate guards in place • Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft • Stone/disk - correct type and size/mounted correctly/dressed • Use of Eye protection enforced
8. Battery Storage & Charging	• Adequately ventilated, ignition free room/area/no smoking sign/s

	• Batteries placed on rubber/wooden surface • Emergency shower/eye wash provided • No acid storage in area • Prescribed methods in place and adhered to when charging batteries
9. Ancillary Lifting Equipment	• Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/ • numbered on register • Chains in good condition/links no excessive wear/checked daily • Lifting hooks – throat pop marked/safety latch fitted • SWL/MML marked/displayed
10. Presses/Guillotines/Shears	• Only operated by trained/authorised persons • Interlocks/lock-outs fitted/PPE worn or used at all times

Plant & Storage Yards/Site Workshops Specifics

Workplace Environment, Health and Hygiene

Subject	Requirement
Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	Tasks identified where noise levels exceed 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) • Toilet paper available. • Sufficient showers provided. • Facilities for washing hands provided. • Soap/cleaning agent available for washing hands. • Means of drying hands available. • Lock-up changing facilities / area provided. • Ablution facilities kept hygienic and clean.
Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area. Refuse bins with lids provided. Facilities kept clean and hygienic.
Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable.

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No. 84 dated 7 February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1 - Definitions
Regulation No. 2 - Scope of application
Regulation No. 3 - Application for construction work permit
Regulation No. 4 - Notification of construction work
Regulation No. 5 - Duties of client
Regulation No. 6 - Duties of designer
Regulation No. 7 - Principal Contractor and Contractor
Regulation No. 8 - Management and supervision of construction work
Regulation No. 9 - Risk Assessment for construction work
Regulation No. 10 - Fall protection
Regulation No. 11 - Structures
Regulation No. 12 - Temporary works
Regulation No. 13 - Excavation
Regulation No. 14 - Demolition work
Regulation No. 15 - Tunnelling
Regulation No. 16 - Scaffolding
Regulation No. 17 - Suspended platforms
Regulation No. 18 - Rope access work
Regulation No. 19 - Material hoists
Regulation No. 21 - Explosive actuated fastening device
Regulation No. 22 - Cranes
Regulation No. 23 - Construction vehicles and mobile plant
Regulation No. 24 - Electrical installations and machinery on construction sites

Regulation No. 25 - Use and temporary storage of flammable liquids on construction sites
Regulation No. 26 - Water environments
Regulation No. 27 - Housekeeping and general safeguarding on construction sites
Regulation No. 28 - Stacking & Storage on construction sites
Regulation No. 29 - Fire precautions on construction sites
Regulation No. 32 - Approved Inspection authorities
Regulation No. 33 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARDS TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

Regulation No. 10 - Fall protection

Regulation No. 11 - Structures

Regulation No. 13 - Excavation work

Regulation No. 14 - Demolition work

Regulation No. 15 -Tunneling

Regulation No. 16 - Scaffolding

Regulation No. 17 - Suspended platforms

Regulation No. 18 - Rope access work

Regulation No. 19 - Material hoists

Regulation No. 20 - Bulk mixing plant

Regulation No. 21 - Explosive actuated fastening device

Regulation No. 22 - Cranes

Regulation No. 23 - Construction vehicles and mobile plant.

Regulation No. 24 - Electrical installations and machinery on construction sites

Regulation No. 25 - Use and temporary storage of flammable liquids on construction sites

Regulation No. 26 - Water environments

Regulation No. 27 - Housekeeping on construction sites

Regulation No. 29 - Fire precautions on construction sites.

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework and obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the project as well as to project owned buildings and premises: -

(i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";

(ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority;

(iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended;

(iv) National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008; (SANS 100400);

(v) The Post Office Act 1958 (Act 44 of 1958) as amended;

(vi) The Electricity Act 1984, Act 41 of 1984;

(vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997;

(viii) Legislation pertaining to water usage and the environment;

(ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)

(x) Common Law

Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?

That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration

- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria

(There may not necessarily be a relationship between criminal and civil liability!)

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout;
- Enclosures;
- Pits, openings and shoring;
- Storage facilities;
- Effective, sufficient and maintained lighting or illumination;
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material;
- Oil, grease, water, waste, rubble, glass, storm water;
- Color coding;
- Demarcations;
- Pollution;
- Waste disposal;
- Ablution and hygiene facilities; and
- First aid.

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. LOCKOUT SYSTEMS - ELECTRICAL

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5.1(q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- List of appointments;
- List of record keeping responsibilities; and
- Inspection checklist.

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 (“Preamble”) above.

23.1 LIST OF APPOINTMENTS

II. See clause 5.1 of appointments needed

23.2 LIST OF RECORD KEEPING RESPONSIBILITIES

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(2)	Application for construction work permit to Provincial Director – Annexure 1, where applicable Available on site	Client
2.	4(1)	Notification to the Provincial Director – Annexure 2, where applicable Available on site	Principal Contractor & Contractor
3.	5(1)(m)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
4.	7(d)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
5.	7(b)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHSA & Regulations Available on request	All Contractor
6.	7(e)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
7.	7(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
8.	8(6)	Keep record on the Health and Safety Officers registration with a statutory body approved by the Chief Inspector.	Contractor
9.	9(1)	Risk Assessment - Available on site for inspection	Contractor
10.	7 (5)	Proof of Health and Safety Induction Training	Every Employee on site
11.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor
12.	11(2)(b)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
13.	11(2)(c)	Maintenance records - safety of structure - Available on request	Owner of Structure
14.	13(2)(h)	Record of excavation inspection - On site available on request	Contractor
15.	17(11)	Suspended Platform inspection and performance test records Kept on site available, on request	Contractor
16.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
17.	19(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor

18.	20(8)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
19.	21(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	23(1)(k)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	24(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.	29(*l*)	Fire Evacuation Plan	Contractor

23.3 INSPECTION CHECKLIST

EMPLOYER DETAILS	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

CONTRACTOR INFORMATION	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16: SCAFFOLDING:	
CR17: SUSPENDED SCAFFOLDING:	
CR19(6): MATERIAL HOIST (S):	

CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14: DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING DEVICES:	
CR28(a): STACKING	

INSPECTION SHEET				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
APPOINTMENTS				
5(1)(h)	Principal contractor for each phase or project			
6	Designer			
7(1)(c)(v)	Contractor			
7(2)(c)	Sub-Contractor			
8(1)	Construction Manager			
8(2)	Assistant Construction Manager			
8(6)	Construction Safety Officer			
8(7)	Construction Supervisor			
8(8)	Assistant Construction Supervisor			
9(1)	Person to carry out risk assessment			
9(4)	Trainer/Instructor			
10(1)(a)	Fall protection officer			
11(2)	Competent structure inspector			
6(2) & 12(1)	Temporary Works Designer			
12(2)	Temporary Works Supervisor			
13(1)(a)	Excavation supervisor			
13(2)(b)(ii)(bb)	Professional engineer or technologist			
13(2)(k)	Explosives expert			
14(1)	Supervisor demolition work			
14(2) + (3)	Demolition expert			
14(11)	Explosives expert			
16(1)	Scaffold supervisor			
17(1)	Suspended platform supervisor			
17(2)(c)	Compliance plan developer			
17(8)(c)	Suspended platform expert			
17(13)	Outrigger expert			
19(8)(a)	Material hoist inspector			
18(1)(a)	Rope access supervisor			
20(1)	Bulk mixing plant supervisor			
20(2)	Bulk mixing plant operator			
21(2)(b)	Explosive actuated fastening device expert			
21(2) (g) (i)	Explosive actuated fastening device controller			
22(a)	Tower crane supervisor			
22(e)	Tower crane operator			
23(1)(d)(i)	Construction vehicle and mobile plant operator			
23(1)(k)	Construction vehicle and mobile plant inspector			
24(d)	Temporary electrical installations inspector			
24 (e)	Temporary electrical installations controller			
28 (a)	Stacking and storage supervisor			
29 (h)	Fire equipment inspector			

DOCUMENTS				
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Application for construction work permit			
CR 4	Notification of Construction Work			
CR 9(2)	Risk Assessment			
CR 9(9)(e)	Proof of the Health & Safety Induction Training			
CR 13(13)(h)	Inspection of Excavation (Records)			
CR 22(g)	Crane Operator Medical Certificate			
CR 23(11)	Mobile Plant Operator Medical Certificate			
CR 20(9)	Batch Plant Repairs & Maintenance Records			
CR24(d)	Temporary Electrical Installation Record			

CR 7(1)(b)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(b)& (c)	Material Hoists Record Book			
	Scaffolding Log Book			
CR 7(8)	Medical Certificate of Fitness			
CR 23(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 24(d)	Electrical Installation & Machinery Register			
INCIDENTS				
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded, Investigated and action taken			
PUBLIC SITE				
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
NB Notice	Pedestrian warning			
PERSONAL SAFETY EQUIPMENT				
GSR 2(3)	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
SAFETY PLANS				
FIRST AID				
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(b)	Principal's contractor H&S Plan			
FIRE HAZARD & PRECAUTIONS				
GSR 4	Flammables used, waste, hot work, diesel, fuel, gas			
ER 9(1)	Portable Extinguishers			
ELECTRICAL INSTALLATIONS & MACHINERY				
CR24	Guarding & PPE to Electrical Installations			
ILLUMINATION				
ER 3(6)	Dangerous Places and signage as well			
ER 3	Housekeeping			

ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			
EXCAVATIONS				
CR 13(3)(l)	Barricades (plus illumination!)			
CR 13(3)(c)	Safe Depth Shoring/Bracing			
CR 13(1)(a)	Monitored			
CR 13(3)(h)	Excavation Inspection Record			
GUARDING				
ER 6(2)(f)	Floor Openings (plus illumination!)			
	Floor slab sides, Shafts (plus illumination!)			

SITE EQUIPMENT				
GSR 13A(a)	Ladders condition, secured			
SANS 10085	Scaffold condition, secured			
SANS 10085	Platforms no. of boards condition Support 1.25. Toe Boards			
SANS 10085	Hand Rails			
SITE MACHINES				
DMR 3(2)(3)	Circulars, guards, riving knives			
GMR 3	Mixers guarded			
ELECTRIC POWER				
EMR 6(1)	Switchboards			
GMR	Condition of Tools, Leads, Plugs, etc			
LIFTING MACHINE/TACKLE				
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
EXPLOSIVE ACTUATED FASTENING DEVICE				
CR 21(1)	Fastening Device			
IMPROV	Warning Notice			
ROOF WORK				
CR 10(1)	Safety equipment & precautions			
CR 10(2)	Fall protection plan			
CR 10(3)	Updated fall protection plan			
CR 10(5)	Roof Work			
CEMENT				
AR 10(a)	Suitable Tools			

ACCEPTANCE

Confirmation and Acceptance	Signature	Date
I _____ confirm that I have read and understood the Health and Safety Specifications as set out above.		
I _____confirm that I have read and understood and confirm my intention to comply with all the legal requirements.		
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.		

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		Qty	Amount
	BILL NO. 1 **PRELIMINARIES**		
	BUILDING AGREEMENT AND PRELIMINARIES		
	The **JBCC** Minor Works Agreement (Edition 5.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		
	The **JBCC** Minor Works Agreement **contract data** form an integral part of this **agreement**		
	The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Minor Works Agreement (Edition 5.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described		
	The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause		
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only		
	Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"		
	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		
	PREAMBLES FOR TRADES		
	Carried to Collection	R	

Section No. 1
PRELIMINARY AND GENERALS
Bill No. 1
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DEET

User note

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. ***Where such preambles are not applicable*** *(eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications*

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future

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

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Minor Works 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

Carried to Collection R

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PRICING OF PRELIMINARIES

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

SECTION A: MINOR WORKS AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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

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

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

Abbreviated descriptions

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

Legal status of contractor

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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:..... Item

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

User note

Insert the following for residential developments only

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

? **NHBRC levies**

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

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

3 Clause 3.0 - Offer, acceptance and assignment

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

4 Clause 4.0 - 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 4.3 is deemed to be deleted

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

User note

Insert the following where applicable

? **Electronic issue of drawings**

All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5] ?

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

5 Clause 5.0 - **Employer's agents**

User note

Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to the Project Specific Preliminaries" should it be dealt with in this Project Specific Preliminaries

Delegated authority

The authority of the **principal agent** to issue **contract instructions** [14.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [5.2]. This does not preclude the **principal agent** from issuing such **contract instructions**:

User note

The delegated authority for the architect (ie duties and contract instructions) is stated hereunder. Delete if not applicable. Add other consultants as may be necessary

1. Architect

Note that the contract instructions are selected from those listed in clause 14.1 of the JBCC MWA

1.1 Duties [5.2] :

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

1.2 **Contract instructions** [5.2; 14.1] :

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1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this **agreement** other than in the **JBCC** Minor Works Agreement

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

1.2.3 The **site** [12.0]

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

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

1.2.6 Opening up of work for inspection, removal or re-execution

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** [17.2.2]

1.2.11 Rectification of **defects** [16.4; 16.8]

1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and 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 **employer allowances** and/or **prime cost amounts**

1.2.14 Work by **direct contractors** [13.0]

1.2.15 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1] ?

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

6 Clause 6.0 - **Principal Agent**

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

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7	Clause 7.0 - Design responsibility		
	F:..... V:..... T:.....	Item	
	Insurances and securities (A8-A9)		
8	Clause 8.0 - Risks, indemnities and insurances		
	F:..... V:..... T:.....	Item	
9	Clause 9.0 - **Securities**		
	User note		
	If it is deemed advisable, the extent of any guarantee for payment may be stated and whether it is required of the contractor to waive his lien. Edit the following clause:		
	Guarantee for payment		
	The **employer** shall provide to the **contractor** a **guarantee for payment** in the amount of ...NOT APPLICABLE.....Rand (R.....) The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [9.2]		
	User note		
	Where it is expected of the contractor to waive his lien in terms of clause 9.2, the waiver of lien may be extended to subcontracts as follows:		
	Extension of waiver of lien		
	The **contractor** shall ensure that a waiver of lien or right of continuing possession of the **works** 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 [9.2] ?		
	F:..... V:..... T:.....	Item	
	Execution (A10 - A14)		
10	Clause 10.0 - Obligations of the **employer**		
	F:..... V:..... T:.....	Item	
	Carried to Collection	R	

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11	Clause 11.0 - Obligations of the **contractor**		
	F:..... V:..... T:.....	Item	
	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 [11.2.5]		
	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 [11.2.5]		
	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	
12	Clause 12.0 - Setting out		
	F:..... V:..... T:.....	Item	
13	Clause 13.0 - **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		
	Carried to Collection	R	

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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** [13.1]

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

14 Clause 14.0 - **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

Completion (A15 - A18)

15 Clause 15.0 - **Practical completion**

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

16 Clause 16.0 - **Defects** liability period and **final completion**

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

17 Clause 17.0 - 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** [14.1.8; 17.1 & 2]

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

18 Clause 18.0 - **Penalty** for late or non-completion

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

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Payment (A19 - A20)

19 Clause 19.0 - Payment

Prices submitted

Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

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

20 Clause 20.0 - Adjustment of the **contract value** and **final account**

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** [22.5 & 6] from making a determination on costs

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

Suspension or termination (A21)

21 Clause 21.0 - Suspension or termination

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

Dispute resolution (A22)

22 Clause 22.0 - Dispute resolution

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

23 **Agreement**

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

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

24 **Contract data**

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User note

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

Tenderer's selections

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

User note

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

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

SECTION B: GENERAL PRELIMINARIES

User note

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

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

Definitions and interpretation (B1)

25 Clause 1.1 - Definitions

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

26 Clause 1.2 - Interpretation

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

Documents (B2)

27 Clause 2.1 - Checking of documents

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

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

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	F:..... V:..... T:.....	Item	
29	Clause 2.3 - Availability of **construction information**		
	F:..... V:..... T:.....	Item	
30	Clause 2.4 - Ordering of **materials and goods**		
	F:..... V:..... T:.....	Item	
	Previous work and adjoining properties (B3)		
31	Clause 3.1 - Previous work - dimensional accuracy		
	F:..... V:..... T:.....	Item	
32	Clause 3.2 - Previous work - **defects**		
	F:..... V:..... T:.....	Item	
33	Clause 3.3 - Inspection of adjoining properties		
	F:..... V:..... T:.....	Item	
	The site (B4)		
34	Clause 4.1 - Handover of **site** in stages		
	F:..... V:..... T:.....	Item	
35	Clause 4.2 - Enclosure of the **works**	Item	
	User note		
	Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data		
	F:..... V:..... T:.....		
36	Clause 4.3 - Geotechnical and other investigations		
	F:..... V:..... T:.....	Item	
37	Clause 4.4 - Encroachments		
	F:..... V:..... T:.....	Item	
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38	Clause 4.5 - Existing premises occupied		
	F:..... V:..... T:.....	Item	
39	Clause 4.6 - Services - known		
	F:..... V:..... T:.....	Item	
	Management of contract (B5)		
40	Clause 5.1 - Management of the **works**		
	F:..... V:..... T:.....	Item	
41	Clause 5.2 - Progress meetings		
	F:..... V:..... T:.....	Item	
42	Clause 5.3 - Technical meetings		
	F:..... V:..... T:.....	Item	
	Samples, shop drawings and manufacturer's instructions (B6)		
43	Clause 6.1 - Samples of materials		
	F:..... V:..... T:.....	Item	
44	Clause 6.2 - Workmanship samples		
	F:..... V:..... T:.....	Item	
45	Clause 6.3 - Shop drawings		
	F:..... V:..... T:.....	Item	
46	Clause 6.4 - Compliance with manufacturer's instructions		
	F:..... V:..... T:.....	Item	
	Deposits and fees (B7)		
47	Clause 7.1 - Deposits and fees		
	F:..... V:..... T:.....	Item	
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	Temporary services (B8)		
48	Clause 8.1 - Water		
	F:..... V:..... T:.....	Item	
49	Clause 8.2 - Electricity		
	F:..... V:..... T:.....	Item	
50	Clause 8.3 - Ablution and welfare facilities		
	F:..... V:..... T:.....	Item	
51	Clause 8.4 - Communication facilities		
	F:..... V:..... T:.....	Item	
	Prime cost amounts (B9)		
52	Clause 9.1 - Responsibility for **prime cost amounts**		
	User note		
	Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion		
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc		
	F:..... V:..... T:.....	Item	
	Attendance on subcontractors (B10)		
53	Clause 10.1 - General attendance	N/A	
54	Clause 10.2 - Special attendance	N/A	
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General (B11)

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

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

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

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

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

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

58 Clause 11.4 - Notice before covering work

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

59 Clause 11.5 - Disturbance

User note

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

Disturbance

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

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

60 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

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

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

User note

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

Environmental management plan

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

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

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

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

62 Clause 11.8 - Vermin

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

63 Clause 11.9 - Overhand work

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

64 Clause 11.10 - Tenant installations

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

65 Clause 11.11 - Advertising

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

SECTION C: SPECIFIC PRELIMINARIES

User note

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

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

66 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

67 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

68 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

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69	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	
70	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	
71	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*		
72	Health and safety		
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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 opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

User note

Insert the following where a health and safety specification is 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

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** (refer to Annexure ? for a copy of the relevant specification) 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 opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

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:..... Item

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73	Green star building certification <u>User note</u> *Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification* F:..... V:.....T:.....	Item	
74	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The **employer** will be monitoring the broad based black economic empowerment (BBBEE) status of the **contractor** throughout the execution of the **works** The **contractor** is to submit to the **principal agent** on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating F:..... V:.....T:.....	Item	
75	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	
76	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	

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77	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.....		
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Item No		Qty	Rate	Amount
	SECTION 2			
	BILL 1			
	REFURBISHMENTS & ALTERATIONS (PROVISIONAL)			
	NOTE 1:			
	1) The Tenderer is referred to External Works section for the general site clearance, etc			
	SUPPLEMENTARY PREAMBLES			
	View site			
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	Explosives			
	No explosives whatsoever may be used for demolition purposes unless otherwise stated			
	General			
	A method statement on demolition shall be submitted to the Engineer by the Contractor for approval prior to the actual work being carried out.			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to the occupants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Engineer			
	Carried to Collection		R	

Section No. 2
REMEDIAL WORKS (PROVISIONAL)
Bill No. 1
Alterations and Refurbishments
DEET

	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Engineer				
	Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately				
	Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc				
	Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing				
	With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary				
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)				
	REMOVAL OF EXISTING WORK				
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc				
1	12 x 225mm fascias and barge boards including aluminium H-profile jointing strips	m	92		
	Carried to Collection			R	

Section No. 2
REMEDIAL WORKS (PROVISIONAL)
Bill No. 1
Alterations and Refurbishments
DEET

2	Sprockets not exceeding 1500mm long	m	10		
3	Aluminium downpipes not exceeding 3500mm high	m	4		
	PREPARATORY WORK TO EXISTING SURFACES				
	Carting away debris				
4	Load and cartaway debris to a Site to be identified by the Contractor		Item		
	Carried to Collection			R	

Section No. 2
REMEDIAL WORKS (PROVISIONAL)
Bill No. 1
Alterations and Refurbishments
DEET

Section No. 2

Bill No. 1

Alterations and Refurbishments

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Section No. 2
REMEDIAL WORKS (PROVISIONAL)
Bill No. 1
Alterations and Refurbishments
DEET

Item No		Qty	Rate	Amount
	SECTION NO. 3			
	BUILDINGS			
	BILL NO. 1			
	CARPENTRY AND JOINERY			
	(CPAP WORK GROUP NO. 126 UNLESS OTHERWISE STATED)			
	For preambles see "Model Preambles for Trades"			
	SUPPLEMENTARY PREAMBLES			
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the principal agent.			
	.			
	NOTE TIMBER: ALL SOFTWOOD TO BE SOUTH AFRICAN PINE			
	Carried to Collection		R	
	Section No. 3 ALTERATIONS AND NEW WORKS Bill No. 1 Carpentry and Joinery DEET			

	DESCRIPTIONS				
	The term "planted on" shall mean the nailing of one timber member to another.				
	The term "screwed on" shall mean the countersunk screwing of one timber member to another.				
	The term screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screws sunk and pelleted.				
	The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete.				
	The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted.				
	Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for mitres, stopped ends, fitted intersections, etc.				
	Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.				
	Wrot softwood grade 4				
1	50 x 228mm Timber Sprockets designed and installed at approximately 1100 centres all as per existing rafters	No	20		
	ROOF SUNDRIES				
2	Two coats wood preservative applied hot on sawn and wrought timbers	m2	16		
	EAVES, VERGES, ETC				
	"Everite FC77" pressed fibre cement				
3	225 x 15mm Fascia boards including galvanised steel H-profile jointing strips	m	92		
	Carried to Collection			R	

Section No. 3
ALTERATIONS AND NEW WORKS
Bill No. 1
Carpentry and Joinery
DEET

4	Eaves soffit covering 890mm wide of 9mm thick smooth fibre cement to underside of purlins sheets along edges including 38 x 50mm sawn softwood brandering	m2	83		
	"Wrought meranti				
5	16mm Quadrant beads plugged	m	92		
	Carried to Collection			R	

Section No. 3
ALTERATIONS AND NEW WORKS
Bill No. 1
Carpentry and Joinery
DEET

Section No. 3

Bill No. 1

Carpentry and Joinery

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ALTERATIONS AND NEW WORKS
Bill No. 1
Carpentry and Joinery
DEET

Item No			Qty	Rate	Amount
	SECTION 3				
	BUILDINGS				
	BILL 2				
	PLUMBING AND DRAINAGE (PROVISIONAL)				
	(CPAP WORK GROUP NO. 148 UNLESS OTHERWISE STATED)				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the principal agent.				
	RAINWATER DISPOSAL				
	"Watertite"or other equal and approved 0.8mm Industrial rectangular Aluminium OG gutter				
1	155 x 125mm Eaves gutters with beaded front edge	m	92		
2	Extra over 155 x 125mm eaves gutter for angles	No	8		
3	Extra over 155 x 125mm eaves gutter for outlet for 50 x 75mm pipe	No	8		
4	50 x 75mm Rectangular aluminium rainwater pipes connected to Water tank or ground sub-surface drain	m	24		
5	Extra over 50 x 75mm rainwater pipe for eaves or plinth offset 600mm projection	No	8		
	WATER SUPPLIES				
	Cold water				
	Carried to Collection			R	
	Section No. 3 ALTERATIONS AND NEW WORKS Bill No. 2 Plumbing and Drainage (Provisional) DEET				

	Galvanised mild steel pipes				
6	20mm pipes	m	26		
7	20mm pipes laid in and including trenches	m	20		
	Extra over galvanised mild steel pipes for fittings				
8	Fittings not exceeding 30mm diameter	No	20		
9	20mm Gate valve	No	3		
10	20mm Elbow	No	4		
11	40mm Reducer	No	4		
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Section No. 3
ALTERATIONS AND NEW WORKS
Bill No. 2
Plumbing and Drainage (Provisional)
DEET

Section No. 3

Bill No. 2

Plumbing and Drainage (Provisional)

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Bill No. 2
Plumbing and Drainage (Provisional)
DEET

Item No			Qty	Rate	Amount
	SECTION 3				
	BUILDINGS				
	BILL 3				
	PAINTWORK				
	(CPAP WORK GROUP NO. 152 UNLESS OTHERWISE STATED)				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect				
	DESCRIPTIONS				
	Descriptions of paintwork shall be deemed to include for all cutting in				
	PAINTWORK, ETC. TO NEW WORK:				
	ON FIBRE-CEMENT:				
	one coat alkali resistant plaster primer and two coats double velvet grecian white paint on				
1	Fascias boards.	m2	20		
	PAINTWORK ETC TO PREVIOUSLY PAINTED WORK				
	ON PREVIOUSLY PAINTED SURFACES				
	Remove any loose and flaking paint back to a sound substrate and firm edges by scraping and sanding. Ensure surfaces are sound, clean and thoroughly dry - moisture content should not exceed 12%. Apply one coat alkali resistant plaster primer and two coats double velvet grecian white paint on				
2	Eaves soffit	m2	83		
	Carried to Collection			R	

Section No. 3
ALTERATIONS AND NEW WORKS
Bill No. 3
Paintwork
DEET

3	On ceilings	m2	150		
	Carried to Collection			R	

Section No. 3
ALTERATIONS AND NEW WORKS
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Paintwork
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Bill No. 3

Paintwork

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Section No. 3
ALTERATIONS AND NEW WORKS
DEET

Item No			Qty	Rate	Amount
	SECTION 4				
	BILL NO. 1				
	WATER TANK STANDS (3N0)				
	EARTHWORKS				
	(HAYLETT FORMULA WORK GROUP NO. 104)				
	Excavate in earth not exceeding 1.0m deep below reduced or filled up ground level for				
1	Excavate to reduce levels, trenches, etc and depositing excavated material in prescribed stock piles on site	m3	26		
	Extra over trench and hole excavation in earth for excavation in				
2	Soft rock	m3	3		
3	Hard rock	m3	2		
	Extra over all excavations for carting away				
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	14		
	Risk of collapse of excavations				
5	Side of trench and hole excavations from natural, elevated or reduced ground level not exceeding 1000mm deep	m2	51		
	Keeping excavations free of water				
6	Allow for keeping all excavation free of water and mud		Item		
	Compaction of surfaces				
7	Compaction of strip footing trenches etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	51		
	Carried to Collection			R	
	Section No. 4 EXTERNAL WORKS (PROVISIONAL) Bill No. 1 Brick Stands and Jojo Tanks, etc DEET				

	FILLING, ETC:				
	Earth filling obtained from the excavations				
8	Backfilling to trenches and holes compacted to 93% modified AASHTO density	m3	4		
	Imported filling supplied by the contractor				
9	G5 material in layers of 150mm and compacted to 93% modified AASHTO density	m3	27		
	COMPACTION TESTS				
10	Tests to determine the degree of compaction, etc of ground or filling	No	6		
	PROTECTION AGAINST TERMITES				
11	Poisoning surface of ground to sides and bottom of trenches, bases, etc	m2	75		
	CONCRETE, ETC				
	(CPAP WORK GROUP NO. 110)				
	25MPa/19mm concrete				
12	Strip footings cast against excavated surfaces, stepped and levelled	m3	6		
	TEST CUBES				
13	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	6		
	REINFORCEMENT (PROVISIONAL)				
	Mild steel reinforcement to structural concrete work				
14	8mm Diameter bars	kg	900.00		
	Deformed High yield bars to SABS 920, Grade 450, Type 2 steel reinforcement to structural concrete work				
15	12mm Diameter bars	kg	900		
	Carried to Collection			R	

Section No. 4
EXTERNAL WORKS (PROVISIONAL)
Bill No. 1
Brick Stands and Jojo Tanks, etc
DEET

	FORMWORK				
	(HAYLETT FORMULA WORK GROUP NO. 111)				
16	Formwork to sides of strip footings, etc. over rainwater channel	m2	22		
	MASONRY				
	(CPAP WORK GROUP NO. 118)				
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar				
17	One brickwall circular on plan	m2	65		
	'Corobrik' Country Classic Travertine FBS (Sans 227:2002) or other equal and approved External facing (PC R6000,00/1000 excluding VAT) pointed with square recessed horizontal and vertical joints				
18	Extra over ordinary brickwork for facing and pointing in stretcher bond	m2	54		
	CONCRETE, ETC				
	(CPAP WORK GROUP NO. 110)				
	25MPa/19mm concrete				
19	Strip footings in slabs	m3	3		
	TEST CUBES				
20	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	6		
	REINFORCEMENT (PROVISIONAL)				
	Fabric reinforcement				
21	Allow for mild steel spacer stoels bent to code 83 for spacing fabric reinforcement 240mm between top and bottom layers in strip foundations at 500mm centres		Item		
22	Type 193 fabric reinforcement in concrete slabs	m2	27		
	Carried to Collection			R	

Section No. 4
EXTERNAL WORKS (PROVISIONAL)
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Brick Stands and Jojo Tanks, etc
DEET

	"Jojo"Tanks and fittings, etc or similar approved				
23	Supply and fit 5,000 Litres Water Tank approximately 2000mm Diameter x 2500mm High connected to 2 x 38mm threaded inlet, outlet and overflow tank connectors, and tie down wire to insitu concrete slab including all necessary fittings, tank to be at least 600mm from finished flow ground level	No	3		
24	Supply and Fill 5,000 Litres Jojo Water Tank with portable waterl	No	1		
	Carried to Collection			R	

Section No. 4
EXTERNAL WORKS (PROVISIONAL)
Bill No. 1
Brick Stands and Jojo Tanks, etc
DEET

Section No. 4

Bill No. 1

Brick Stands and Jojo Tanks, etc

COLLECTION

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Section No. 4
EXTERNAL WORKS (PROVISIONAL)
Bill No. 1
Brick Stands and Jojo Tanks, etc
DEET

Item No		Qty	Rate	Amount
	SECTION 5			
	BILL 1			
	PRIME COST AND PROVISIONAL SUMS			
	WORK BY CONTRACTOR			
	BUDGETARY ALLOWANCES under this heading are for work to be executed by the contractor or a specialist sub-contractor and are to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.			
	ASBESTOS REMOVAL & DEMOLITIONS			
1	Allow the amount of R150 000-00 (One Hundred and Fifty Thousand Rand) for Asbestos Gutters Removal, Demolition and Disposal by a specialist	Item		150 000.00
2	Allow for profit on preceding item if required	Item		
3	Allow for general attendance	Item		
	PORTABLE WATER			
4	Allow the amount of R250 000-00 (Two Hundred and Fifty Thousand Rand) for the supply of portable water at requested intervals	Item		250 000.00
5	Allow for profit on preceding item if required	Item		
6	Allow for general attendance	Item		
	BOREHOLE SITING			
7	Allow the amount of R50 000-00 (Fifty Thousand Rand) for Borehole Siting by Specialists	Item		50 000.00
8	Allow for profit on preceding item if required	Item		
9	Allow for general attendance	Item		
	Carried to Collection		R	

Section No. 5
PRIME COST AND PROVISIONAL SUMS
Bill No. 1
PRIME COST AND PROVISIONAL SUMS
DEET

	ELECTRICAL PUMPS			
10	Allow the amount of R60 000-00 (Sixty Thousand Rand) for connection of two Electrical pumps and all electrical cables and fittings	Item		60 000.00
11	Allow for profit on preceding item if required	Item		
12	Allow for general attendance	Item		
	DAMAGES AND REPAIRS			
13	Allow the amount of R60 000-00 (Sixty Thousand Rand) for damages and repairs to worn-out material in relation to alteration works	Item		60 000.00
	COMMUNITY LIAISON OFFICER (CLO)			
14	Allow the amount of R25,500.00 (Twenty Five Thousand and Five Hundred Rand) for a Community Liason Officer (CLO)	Item		25 500.00
15	Allow for profit on preceding item if required	Item		
	STEERING COMMITTEE			
16	Allow the amount of R10,000.00 (Ten Thousand Rand) for Steering Committee Sitting	Item		10 000.00
17	Allow for profit on preceding item if required	Item		
	Carried to Collection		R	

Section No. 5
PRIME COST AND PROVISIONAL SUMS
Bill No. 1
PRIME COST AND PROVISIONAL SUMS
DEET

Section No. 5

Bill No. 1

PRIME COST AND PROVISIONAL SUMS

COLLECTION

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Section No. 5
PRIME COST AND PROVISIONAL SUMS
Bill No. 1
PRIME COST AND PROVISIONAL SUMS
DEET

FINAL SUMMARY

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3	ALTERATIONS AND NEW WORKS	38		
4	EXTERNAL WORKS (PROVISIONAL)	43		
5	PRIME COST AND PROVISIONAL SUMS	46		
	Sub-Total A		R	
	BUDGETARY ALLOWANCES AND CONTINGENCIES			
	Include the sum of R100,000.00 (One Hundred Thousand Rand) for Contingencies to be used as directed by the Principal Agent or deducted in whole or in part if not required.	Item		100 000.00
	Sub-Total B		R	
	Value Added Tax @ 15%		R	
	CARRIED TO FORM OF TENDER		R	
	DEET			

DRAWINGS

NOT APPLICABLE

PART C3
SCOPE OF WORKS

C3 SCOPE OF WORK

Project Description:	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.**
RFQ No:	**DEET-ECDOE/EMR/09/2026-27**

C3.1 SCOPE OF WORKS

DESCRIPTION OF THE WORKS

PROJECT NAME - THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION.

Scope of Works:

The scope of work is as follows:

Demolition and Remedial Works
Supply and Installation of Roof Components

- Supply and installation of new timber sprockets.
- Treatment of timber components with approved wood preservative.
- Supply and installation of fibre-cement fascia boards, eaves soffits, brandering, jointing strips, and associated roof-edge finishing components

Plumbing and Rainwater Harvesting Works

- Supply and installation of aluminium gutters, outlets, downpipes, and associated fittings.
- Connection of rainwater downpipes to water storage tanks and drainage infrastructure.
- Supply and installation of pipework, valves, fittings, and accessories required for a complete rainwater harvesting and water reticulation system

Painting Works
Construction of Water Tank Stands

- Earthworks, excavation, backfilling, and compaction.
- Construction of reinforced concrete foundations, footings, and slabs.
- Construction of circular face-brick water tank stands.
- Reinforcement, formwork, testing, termite treatment, and associated ancillary work

Supply and Installation of Water Storage Tanks

- Supply, delivery, installation, testing, and commissioning of three (3) 5,000-litre water storage tanks.
- Installation of inlet, outlet, overflow, tie-down systems, fittings, and accessories.
- Integration of the water storage tanks into the rainwater harvesting system.

Specialist and Provisional Works

- Replacement of asbestos rainwater goods in 2 x ablution blocks by specialist

C3.2 METHODOLOGY OF PROJECT EXECUTION

Sectional completion

Due to the nature of the active site, works will be completed and handed over in sections to allow for occupation by the Students on site.

C3.3 PROJECT REVIEW

- The work is to be executed in existing premises, contractor shall barricade off active site and ensure that there is an alternative access point for construction workers, to minimize any disturbance of school during construction period. 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

C37. 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

PART C4 – SITE INFORMATION

C4.1 SITE INFORMATION

Project description:	**THE APPOINTMENT OF A CONTRACTOR FOR THE EMERGENCY PROVISION AND INSTALLATION OF THREE (3) WATER STORAGE TANKS, MINOR REPAIRS AND REPLACEMENT WORKS TO EXISTING SANITATION FACILITIES AT THE AMATHOLE WEST EDUCATION DISTRICT OFFICE (CAPE COLLEGE) ON BEHALF OF EASTERN CAPE DEPARTMENT OF EDUCATION**
Project Number:	**DEET-ECDOE/EMR/09/2026-27**

GENERAL

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

The site is located at Main Rd, KwaMaqoma, 5720, Eastern Cape, South Africa - with following coordinates:

32°45'34.4"S 26°39'26.8"E