



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PROCUREMENT DOCUMENTS

FOR

PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS

VOLUME ONE: TENDER

THE REGIONAL MANAGER
NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
PRIVATE BAG X20605
BLOEMFONTEIN
9300

ENQUIRIES: MR .M.MNCWANGO
TEL: 051 408 7474
REF:

JULY 2024

NAME OF TENDERER: _____

CIDB NO.: _____

CSD NO.: _____

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PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	PHUTHADITJHABA: LABOUR CENTRE: REPAIRS & RENOVATIONS
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Tender no:	BL24/024	Reference no:	14/2/1/4/12/6835/1
Advertising date:	26 July 2024	Closing date:	20 August 2024
Closing time:	11h00am	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 GB or Not applicable Not applicable*** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria¹:	Weighting factor:
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¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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

1 PROJECT WORK FORCE The bidders are to provide proof of the proposed Work Force in the form of a project organogram that will be employed for the duration of this project. The proposal to include the following required Key Personnel: (i) Site Agent with a minimum qualification of a National Diploma or higher in Built Environment. (ii) Site Foreman with a minimum qualification of Diploma in Built Environment. (iii) 1 x Plumber (iv) 1 x Electrician (v) Health and Safety Officer or Health and Safety Manager or Health and Safety Agent. Health and Safety Officer or Manager or Agent must be registered with SACPCMP as a Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM). or Construction Health and Safety Agent (CHSA) NB: Bidder must submit a sworn affidavit that these or similar personnel will be employed after the award of the tender. Bidders are to provide the following (for all above-mentioned key personnel) in order to be scored: • CVs of each key personnel to be involved in this project • Copies of qualifications for all key personnel to be involved in this project. • Copies of ID's of all key personnel to be involved in this project • Trade certificates for Electrician and Plumber. • Professional Registration certificate for Health and Safety Officer or Health and Safety Manager. NB: All Certifications for key personnel should be valid or active. 1. Information submitted for all five (5) key personnel listed above = 5 points 2. Information submitted for any four (4) key personnel listed above = 4 points 3. Information submitted for any three (3) key personnel listed above = 3 points 4. Information submitted for any two (2) key personnel listed above = 2 points 5. Information submitted for only one (1) key personnel listed above = 1 point No information listed above submitted = 0 point	35
2 RELEVANT EXPERIENCE OF THE COMPANY Bidders are to provide and submit a list of comparable projects of a similar nature and monetary value of CIDB Grade 4 and above with contactable references for building type projects currently engaged in and or completed during the past 10 years. Projects to be listed in DPW-09 EC form. For completed projects bidders are to submit together with the tender document completion certificates, and for current projects which are 60% complete or above, bidders are to submit together with the tender document appointment letters. Only current projects which are 60% complete or above will be scored. (i) Five or more completed/current projects = 5 points (ii) Four completed/current projects = 4 points (iii) Three completed/current projects = 3 points (iv) Two completed/current projects = 2 points (v) One completed/current project = 1 point No information submitted = 0 point	25

3 EXPERIENCE OF THE KEY PERSONNEL (SITE AGENT) Bidders are to provide the following (for all above-mentioned key personnel) in order to be scored: • CV • Copies of qualifications • Copies of ID. NB: All Certifications for key personnel should be valid or active. 1. Experience of 8 years or more for key personnel listed above = 5 points 2. Experience of 7 years or more for key personnel listed above = 4 points 3. Experience of 6 years or more for key personnel listed above = 3 points 4. Experience of 5 years or more for key personnel listed above = 2 points 5. Experience less than 4 years for key personnel listed above = 1 point No information for key personnel listed above submitted = 0 point	25
4 REFERENCE OF THE EXPERIENCE OF THE COMPANY Bidders are to provide and submit a list of comparable projects of a similar nature and monetary value of CIDB Grade 4 and above with contactable references for building type projects currently engaged in and or completed during the past 10 years. Projects to be listed in DPW-09 EC form. Bidders are to submit letters of references from the clients. Only completed projects and current projects which are 60% complete or above will be scored. (i) Five or more completed/current projects = 5 points (ii) Four completed/current projects = 4 points (iii) Three completed/current projects = 3 points (iv) Two completed/current projects = 2 points (v) One completed/current project = 1 point No information submitted = 0 points	15
Total	100 Points

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

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

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

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects. <i>NYM</i>
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	Attendance of compulsory briefing meeting and signing of the attendance register. Service Providers to familiarize themselves with the conditions of the site and the distance/road conditions to and from the site. This will enable them to submit a more realistic offer (tender) amount, therefore the clarification meeting is declared compulsory.
11	☐	
12	☐	
13	☐	
14	☐	
15	☐	

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

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	Submission of DPW- 09 (EC): Particulars of Tenderer's Projects
14	☒	Bidders should submit with their tender document the proof that they have active CIDB grading designated of 5GB or higher at the closing date of the tender. In case of a JV , the Tenderer must submit a consolidated certificate of 5GB or higher.
15	☒	The Tenderer shall submit a valid, original or certified copy of B-BBEE certificate/ sworn affidavit or DTI certificate together with the bidding documents at closure
16	☐	
17	☐	
18	☐	

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

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- 4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

☒	5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable. Table 1 <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 20</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE which is at least 51% owned by black people (Mandatory)</td> <td>10</td> <td> - SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td> Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) FREE STATE </td> <td>2</td> <td> - Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder. </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)</td> <td>4</td> <td> - SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>4.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</td> <td>2</td> <td> - SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. and </td> </tr> </tbody> </table>			Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) FREE STATE	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.	3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.	4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. and
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim																				
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.																				
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) FREE STATE	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.																				
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.																				
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. and																				

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

			- Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

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

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			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

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☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address
 Bloemfontein Regional Office, Ground Floor Tender Box, 18 President Brand Street,
 Bloemfontein. A non-refundable bid deposit of R 300 is payable (cash only) on collection of the bid documents.

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10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	PHUTHADITJHABA: LABOUR CENTRE		
Virtual meeting link:	N/A		
Date:	02 August 2024	Starting time:	11h00am

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Musawenkosi Mncwango	Telephone no:	051 408 7474
Cellular phone no	073 648 6837	Fax no:	
E-mail	Musawenkosi.Mncwango@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Lwando Manyisane	Telephone no:	051 408 7391
Cellular phone no		Fax no:	
E-mail	Lwando.Manyisane@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 20605 Bloemfontein 9300 Attention: Procurement section: Room Ground Floor	OR	Deposited in the tender box at: 18 President Brand Street DPWI Bloemfontein Regional Office President Brand Street Ground floor Tender Box
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VOLUME 1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T 1.2 TENDER DATA

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DPW-03 (EC): TENDER DATA

Project title:	PHUTHADITJHABA: LABOUR CENTRE: REPAIRS & RENOVATIONS
Reference no:	14/2/1/4/12/6835/1

Tender / Quotation no:	BL24/024	Closing date:	20 August 2024
Closing time:	11h00am	Validity period:	12 Weeks (84 Calendar days)

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make 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 Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no: BL24/024

C.1.4	The Employer's agent is:
Name:	Musawenkosi Mncwango
Capacity:	Departmental Project Manager
Address:	18 President Brand Street, Bloemfontein
Tel:	051 408 7474
Fax:	
E-mail:	Musawenkosi.Mncwango@dpw.gov.za
C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u> The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5 GB or Not applicable Not applicable** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3 EB or Not applicable Not applicable** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5 GB or Not applicable Not applicable** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable

Tender no: BL24/024

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
WORK FORCE	35
RELEVANT EXPERIENCE OF THE COMPANY	25
EXPERIENCE OF THE KEY PERSONNEL (SITE AGENT)	25
REFERENCE OF THE EXPERIENCE OF THE COMPANY	15
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or

			- Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDASA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder Or - Any account or statement which is in the name of the bidder. Or

	FREE STATE		• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).	
	OR				
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

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	3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. Criterion 3: Suitably qualified and appropriately experienced human resources Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken. Criterion 4: Attendance of compulsory bid clarification meeting, if applicable If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender. E.2 Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: 18 President Brand Street, Bloemfontein
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

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C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.



DECLARATION – EPWP PROGRAMME

I _____ from company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation Of LIC BOQ Items Specified Elsewhere In The Tender Documents.

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement And Exposure Training Of Participants – N/A

2.2 Comply To EPWP BOQ, Specifications And Code Of Good Practice – N/A

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement Of _____ Local Labourers

3.2 Comply With Applicable Wage Order/Determination or Agreement, In Terms of Labour Relations Act or Wage Act

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly prepare and submit below EPWP reports attached to monthly payments certificate:

4.1 All Employees and EPWP Participants Contracts

4.2 All Employees and EPWP Participants Certified SA ID Copies

4.3 All Employees and EPWP Attendance Register

4.4 All Employees and EPWP Proof of Payment

4.5 EPWP Reports Populated on Standard Templates

Failure to comply with the above will result in the contractor's invoice/certificate not being processed.

5. PENALTIES FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty of R3000-00 (Three thousand rand) Per Month Per Participant (NYS).

Acknowledge Non Compliance will result in the invoice/certificate not being processed (local labourers).

Signed by _____
Director of the Company

Company name _____

Date: _____



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PROCUREMENT DOCUMENTS

FOR

PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS

VOLUME TWO: RETURNABLE DOCUMENTS

THE REGIONAL MANAGER
NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
PRIVATE BAG X20605
BLOEMFONTEIN
9300

ENQUIRIES: MR M. MNCWANGO
TEL: 051 408 7474
REF:

JULY 2024

NAME OF TENDERER: _____

CIDB NO.: _____

CSD NO.: _____

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PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
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T2.1 List of Returnable Documents		Separation sheet
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C1.1 Form of Offer and Acceptance		Separation sheet
Form of Offer and Acceptance	1 to 4	DPW07
Declaration of Designated Groups For Preferential Procurement	1 to 2	PA-40
T2.2 Returnable Documents required for tender evaluation purposes		Separation sheet
Bills of Quantities	1 to 20	All trades to final summary
Declaration of Interest and Tenderer's Pas Supply Chain Management Practices	1 to 5	PA11 (EC)
Resolution of Board of Directors	1 to 2	PA-15.1
Resolution of Board of Directors to enter into Consortia or Joint Ventures	1 to 2	PA-15.2
Special Resolution of Consortia or Joint Ventures	1 to 3	PA-15.3
Site Inspection Meeting Certificate	1 to 1	DPW16 (EC)
Preference Point Claim Form in terms of the preferential procurement regulations 2011	1 to 7	PA 16 (EC)
Particulars of Tenderer's Projects	1 to 2	DPW-09 (EC)
T2.2Returnable Documents that will be incorporated into the contract		Separation sheet
Record of Addenda to tender documents	1 to 1	DPW-21 (EC)
Schedule of Proposed Subcontractors	1 to 1	DPW-15 (EC)
Particulars of Electrical Contractor	1 to 1	DPW-22 (EC)
Schedule of Imported Materials and Equipment to be completed by Tenderer	1 to 1	DPW-23 (EC)
B-BBEE certificate or Sworn Affidavit	1 to 3	(variable)

T2.1 LIST OF RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
Tender / Quotation no:	BL24/024	Reference no:	14/2/1/4/12/6835/1
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	7 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		
B-BBEE certificate or Sworn Affidavit	1 Page	Yes

* In compliance with the requirements of the cidb SFU Annexure G

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.		

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	13 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☐ No

Tender / Quotation no: BL24/024

Tender document name	Number of pages issued	Returnable document
EPWP DECLARATION	1 Pages	☒ Yes ☐ No
	Pages	☐ Yes ☐ No
	Pages	☐ Yes ☐ No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

**C1.1 FORM OF OFFER AND
ACCEPTANCE**

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

Project title:	PHUTHADITJHABA: PROVISION OF WATER TANK		
Tender / Quotation no:	BL24/024	Reference no:	14/2/1/4/12/6835/1

OFFER

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

PHUTHADITJHABA: LABOUR CENTRE: REPAIRS & RENOVATIONS

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation:

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

..

CSD supplier number:.....

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

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

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Tender / Quotation no: BL24/024

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) ☐

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

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

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

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

Tender / Quotation no: BL24/024

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

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Tender / Quotation no: BL24/024

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

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

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PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: BL24/024

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: BL24/024

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

**T2.2 RETURNABLE DOCUMENTS
REQUIRED FOR
TENDER EVALUATION PURPOSES**



PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

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- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

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

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PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
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15			
16			



PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
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15			

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

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
Tender / Quotation no:	BL24/024	Reference no:	14/2/1/4/12/6835/1
Closing date:	20 AUGUST 2024		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on:**2024**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

M. MNCWANGO		
Name of DPW Representative	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

	FREE STATE		- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 4: 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	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

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

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

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

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	DEPARATMENT OF LABOUR: GROUP 8: PHUTHADITJHABA: PROVISION OF WATER TANK		
Tender / quotation no:	BL24/024	Closing date:	20 August 2024
Advertising date:	26 July 2024	Validity period:	84 Calendar Days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

**T2.2 RETURNABLE DOCUMENTS THAT
WILL BE INCORPORATED
INTO THE CONTRACT**



DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
Tender no:	BL24/024	Reference no:	14/2/1/4/12/6835

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
Tender no:	BL24/024	Reference no:	14/2/1/4/12/6835/1

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
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DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS</i>		
Tender no:	BL24/024	Reference no:	14/2/1/4/12/6835/1

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
Tender no:	BL24/024	Reference no:	14/2/1/4/12/6835/1

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PROCUREMENT DOCUMENTS

FOR

PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS

VOLUME THREE: THE CONTRACT

THE REGIONAL MANAGER
NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
PRIVATE BAG X20605
BLOEMFONTEIN
9300

ENQUIRIES: MR M. MNCWANGO
TEL: 051 408 7474
REF:

JULY 2024

NAME OF TENDERER: _____

CIDB NO.: _____

CSD NO.: _____

INDEX

PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
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Part C1: AGREEMENT AND CONTRACT DATA	1 to 1	Separation Sheet
C1.2 Contract Data		
Contract Data	1 to 32	DPW -04 (EC)
Form of Guarantee		DPW-10.1 (EC) / DPW-10.3 (EC)
Part C2: PRICING DATA	1 to 1	Separation Sheet
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DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	PHUTHADITHJABA LABOUR CENTRE: REPAIRS AND RENOVATIONS		
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Tender / Quotation no:	BL24/024	WCS no:	Reference no: 14/2/1/4/12/6835/1
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	The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.
	CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description

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

Tender / Quotation no:

A 2.0 Site [1.1]

Erf / stand number	
Site address	Cnr Lieta and Moropotsane Streets
Township / Suburb	Phuthaditjaba
City / Town	QwaQwa
Province	Free State Province
Local authority	Maluti a Phofung
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	
Postal address	Private Bag X 20605 Bloemfontein 9300		
Physical address	18 President Brand Street Bloemfontein 9301		

A 3.2 Employer's representative:

Name	Musawenkos Mncwango	Telephone number	051 408 7474
E-mail	musawenkosi.mncwango@dpw.gov.za	Mobile number	
Postal address	Private Bag X20605 Bloemfontein 9300		
Physical address	National Public Works Infrastructure 18 President Brand Street Bloemfontein 9300		

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

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Tender / Quotation no:

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Architect
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Name	Legae Architects		
Legal entity of above		Contact person	John Molebatsi
Practice number		Telephone number	
Country	South Africa	Mobile number	072 207 7522
E-mail	john@legaearchitects.co.za		
Postal address	P.O. Box 29681 Brandhof 9310		
Physical address	133 Anderson Street Brooklyn Pretoria 0181		

A 5.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	Lerotholi and Associates		
Legal entity of above		Contact person	Maama Lerotholi
Practice number		Telephone number	051 444 6635
Country	South Africa	Mobile number	082 373 2654
E-mail	maamalerotholi11@gmail.com		
Postal address	P.O. Box 9556 Bloemfontein 9300		
Physical address	Brandwag Office Park 82 McHardy Avenue Street Brandwag		

A 6.0	Agent [1.1; 6.2]	Discipline	Electrical Engineers
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Name	S & W Consulting Pty LTD		
Legal entity of above		Contact person	Shane Wessels
Practice number		Telephone number	012 844 7700
Country	South Africa	Mobile number	082 722 7587
E-mail	shane@kaiconsult.co.za		
Postal address	P.O.Box 73130 Lynwood Ridge 0040 Pretoria		
Physical address	99 Fascia street Silvertondale 0184 South Africa		

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

Tender / Quotation no: BL24/024

A 7.0	Agent [1.1; 6.2]	Discipline	Civil Engineer
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Name	Nicholas Ntshangase		
Legal entity of above	BM HOLDINGS PTY LTD	Contact person	Nicholas Ntshangase
Practice number		Telephone number	
Country	South Africa	Mobile number	0104437151
E-mail	nicholas@biyelandholdings.co.za		
Postal address			
Physical address	12 Lewerik Cres Birch Acres Kempton Park 1618		

A 8.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 9.0	Agent [1.1; 6.2]	Discipline	Occupational Health and Safety
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Name	BM Holdings		
Legal entity of above		Contact person	
Practice number		Telephone number	
Country	South Africa	Mobile number	084 270 7810
E-mail	nicholas@biyelandholdings.co.za		
Postal address			

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

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Tender / Quotation no:

A 10.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 11.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 12.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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

Page 5 of 31

Tender / Quotation no:

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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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] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

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] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

B 6.0 Insurances [10.0]

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).
Insured amounts to include VAT.

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

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B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description: Building is operational by user client	
Restriction of working hours [12.1.2]	Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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Tender / Quotation no:

B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Applicable	If applicable, description of sections
Section 1	TO BE DETERMINED ON SITE HANDOVER WITH CLIENT
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	JBCC

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

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	30 DAYS
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	
Period to achieve Works Completion Refer B18.0 [19.8]	
Defect liability period up to and including Final Completion	3
Total Contract Period [B18: 1.2]	15 months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 1,192.50

B12.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	15 months as per B12.1 or N/A if Works in portions are applicable
Period for inspection in working days by the principal agent [19.3]	
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R1,192.50
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 1,192.50
Penalty amount per calendar day for late Final Completion [21] : Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 1,192.50

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]					Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

Tender / Quotation no:

The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete section 2 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete section 3 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete section 4 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete section 5 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete section 6 of the Works is:	R 1,192.50
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R 1,192.50
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of the Works , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of the Works , excluding VAT	

B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	

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13.10

Tender / Quotation no:

B 14.0 Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Applicable	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	Building works
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	To be determined on site meetings
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

Mediation	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

Tender / Quotation no:

B 17.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Not Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Applicable
Inspection of adjoining properties - details [P3.3]		Applicable
Handover of site in stages - specific requirements [P4.1]		Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Not Applicable
	By employer	Applicable
	By employer – metered	Applicable
Electricity [P8.2]	By contractor	Not Applicable
	By employer	Applicable
	By employer – metered	Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5]		Applicable
Environmental disturbance - specific requirements [P11.6]		Applicable

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For Internal & External Use

Effective date: 21 July 2023

Version: 2023/04

Tender / Quotation no:

B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

1.2	Definitions The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be. ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site. AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties. 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 PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion. COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule. DEFAULT INTEREST: No clause. GARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]. INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State. LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer. PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3. 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.
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Tender / Quotation no:

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: "... due to no fault of the contractor".

Tender / Quotation no:

9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. 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	Add the following as clause 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	Add the following as clause 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 letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

Tender / Quotation no:

10.1.5.1.4	Add the following as clause 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.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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

Tender / Quotation no:

11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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

Tender / Quotation no:

12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8 WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

Tender / Quotation no:

19.8 Continued	(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2) (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer: (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer (4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13. (5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).
20.2.1.A	Add the following as: 20.2.1.A A certificate of Works Completion [19.8]
21.1	Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).
21.6	Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent. And/or On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall: (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.
21.6.1.	Omit clause.

Tender / Quotation no:

21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works , or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer , or the principal agent on instruction from the employer , shall give notice thereof to the contractor . The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [B10 CD], or the revised date for practical- works-, or final- completion , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of practical-, works- or final- completion of the works , or a section thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

Tender / Quotation no:

25.3	Add the following to clause 25.3: 25.3.12 Monthly Local content report. 25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable). 25.3.14 Tax Invoice. 25.3.15 Labour intensive report. 25.3.16 Contract participation goal and cidb BUILD programme reports.
25.5	No Clause.
25.6	Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.
25.7.5	No Clause.
25.10	Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.
25.12	Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments: (Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable) 25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion. 25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26. 25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

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

Tender / Quotation no:

25.12 Continued	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) 25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion. 25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26. 25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion.
26.12	Refer to clause 6.7 [CD].
27.1.2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.

25.12 Continued	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) 25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion. 25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26. 25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account , to the contractor within sixty (60) working days of the date of practical completion .
26.12	Refer to clause 6.7 [CD].
27.1.2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.

Tender / Quotation no: BL24/024

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

Tender / Quotation no:

29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

Tender / Quotation no: BL24/024

B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select

Tender / Quotation no:

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

Tender / Quotation no:

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

A

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 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Tender / Quotation no:

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 categorised 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.

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Department Of Public Works And Infrastructure
Private Bag 20605
Bloemfontein
9300

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION OF MARCH 2005)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: BL23/000, for the PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS (hereinafter referred to as the "**contract**") in the amount of R _____, (hereinafter referred to as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: *(Insert Tender Number)*

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag *insert no*
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION OF MARCH 2005)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **BL23/000**, for the **PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS** (hereinafter referred to as the "**contract**" in the amount of R _____, (_____) (hereinafter referred as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: (Insert Tender Number)

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**__

AS WITNESS

1. _____

2. _____

Tender no: *(Insert Tender Number)*

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: _____

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	<i>PHUTHADITJABA LABOUR CENTRE: REPAIRS AND RENOVATIONS</i>				
Tender / Quotation no:	BL24/024	WCS no:		Reference no:	14/2/1/4/12/6835/1

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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 documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder 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 National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

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PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the Standard System for Measuring Builders' Work in South Africa. 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 bidder 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 National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.2 VALUE ADDED TAX

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.3 CORRECTION OF ENTRIES

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Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.4 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.5 TRADE NAMES

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.6 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.7 FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments **are applicable** to this contract. Tenderers should therefore not make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period will be calculated on Haylett Formula basis of CPAP.

The Bills of Quantities document is not a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

C2.1.8 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.9 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is "applicable" e" to this project.

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have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.9 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *not applicable* to this project.

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator

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- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

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The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: The notional cost of providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

Example: Training Target Calculation for a R65,7m GB contract

Contract amount R65 700 000
Contract duration 12 Months
CSDG 0,50%

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
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Minimum CSDG target $0,50\% \times R65\,700\,000 = R328\,500$ (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *insert "applicable" or "not applicable"* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *not applicable* to this project.

Where labour intensive work is specified in the Bill of Quantities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 Submission of Accrual Reports

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The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

PART C3: SCOPE OF WORK

Item
No

BILL NO 1

PRELIMINARIES

**BUILDING AGREEMENT AND
PRELIMINARIES**

SECTION 1

BILL No. 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building 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** Principal Building Agreement (Edition 6.2 - 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 above mentioned documents for the full intent and meaning of each clause

The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only

Carried to Collection

Section No. 1

Bill No. 1

PRELIMINARIES AND GENERAL

PHUTHADITJHABA LABOUR CENTRE

Quantity

Rate

Amount

R

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 above mentioned documents

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

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

TENDERER'S SELECTIONS

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract date for organs of state and other public sector bodies**

STRUCTURE OF THIS PRELIMINARIES BILL

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

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

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

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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)

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**.

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

VALUE ADDED TAX

Provision is made in the summary page of these **bills of quantities** / lump sum document for the inclusion of Value Added Tax (VAT)

SECTION A: PRINCIPAL BUILDING AGREEMENT

A1.0 DEFINITIONS AND INTERPRETATION

1 Clause 1.0

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The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather have the same meaning and are used interchangeably and mean any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work takes place on site

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

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

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No clause

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

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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 and Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

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**

TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time

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

Item

A2.0 LAW, REGULATIONS AND NOTICES

2 Clause 2.0

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

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A3.0 OFFER AND ACCEPTANCE

3 Clause 3.0

Replace Clause 3.3 with the following:

This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]

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

Item

A4.0 CESSION AND AGREEMENT

4 Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

Replace Clause 4.3 with the following:

Where a **contractor** cedes any rights or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

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

Item

A5.0 DOCUMENTS

5 Clause 5.0

Replace last sentence of Clause 5.2 with the following:

The original signed agreement shall be held by the **Employer**

Replace Clause 5.4 with the following:

The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantities, the drawings shall take preference

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Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

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

Item

A6.0 EMPLOYER'S AGENTS

6 Clause 6.0

Replace Clause 6.5 with the following:

Where the Principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as Clause 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

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

Item

A7.0 DESIGN RESPONSIBILITY

7 Clause 7.0

Replace the first sentence of Clause 7.2 with the following:

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and/or compatibility design and/or shop drawings and/or assembly thereof

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

Item

INSURANCES AND SECURITIES

A8.0 WORKS RISK

8 Clause 8.0

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Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

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

Item

A9.0 INDEMNITIES

9 Clause 9.0

Add the following to the end of the first sentence of Clause 9.2.7:

"... due to no fault of the contractor"

9.2.9 No Clause

9.2.10 No Clause

Add the following as Clause 9.3:

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

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

Item

A10.0 INSURANCES

10 Clause 10.0

Replace Clause 10.1 with the following:

The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion[8.2.2]

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Add the following as Clause 10.1.5.1:

High Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

Add the following as Clause 10.1.5.1.1 Damage to the works

The **contractor** shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above.

The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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 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

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10.1.5.1.3 Replace Clause with the following:
 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy

10.1.5.1.4 Replace Clause with the following:
 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** 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 as one indivisible whole

10.2 Replace Clause with the following:
 Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary

10.6 No Clause

Add the following as Clause 10.11
 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employer's QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

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

A11.0 SECURITIES

11 Clause 11.0

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Add the following as to the relevant related Clauses as follows:

Add the following to Clause 11.1:

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)

In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C1.0 Option C shall be deemed to have been selected

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

Replace Clause 11.4.1 with the following:

Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10

11.5 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

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11.9 No Clause

11.10 No Clause

Add the following as Clause 11.11:

Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected

Add the following as Clause 11.11.1:

The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis

Add the following as Clause 11.11.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor

Add the following as Clause 11.11.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

Add the following as Clause 11.11.4:

Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor

Add the following as Clause 11.11.5:

On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor

Add the following as Clause 11.11.6:

The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party

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Add the following as Clause 11.12:

Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

Add the following as Clause 11.12.1:

The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis

Add the following as Clause 11.12.2:

The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

Add the following as Clause 11.12.3:

The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

Add the following as Clause 11.12.4:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee

Add the following as Clause 11.13:

Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.13.1:

The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)

Add the following as Clause 11.13.2:

The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion

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Add the following as Clause 11.13.3:

The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring

Add the following as Clause 11.13.4:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

Add the following as Clause 11.13.5:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both

Add the following as Clause 11.14.1:

Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.14.2:

The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis

Add the following as Clause 11.14.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor

Add the following as Clause 11.14.4:

The payment reduction of the value in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

Add the following as Clause 11.14.5:

Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the contractor from the payment reduction or cash deposit or from both

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Add the following as Clause 11.15:

Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.15.1:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10

Add the following as Clause 11.15.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor

Add the following as Clause 11.16:

Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement

Add the following as Clause 11.17:

Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT)

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

Item

EXECUTION

A12.0 OBLIGATIONS OF THE PARTIES

12 Clause 12.0

12.1.1 No clause

Replace Clause 12.1.5 with the following:

Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

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12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

The priced Bills must be submitted to the Employer within fourteen (14) calendar days from the date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

Replace Clause 12.2.5 with the following:

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD]

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Add the following as Clause 12.2.23:

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

13 **Offices**

The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times [12.2.18]

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

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Main notice board

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. all wording shall be inscribed in dark green painted sans serif lettering [12.2.18]

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

Item

A13.0 SETTING OUT

15 Clause 13.0

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

Item

A14.0 NOMINATED SUBCONTRACTORS

16 Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

Replace "principal agent" with "employer" [6.7 [CD] in Clause 14.4.1

Ref Clause 6.7 [CD] - Clause 14.6

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

Item

A15.0 SELECTED SUBCONTRACTORS

17 Clause 15.0

Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

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Replace Clause 15.1.2 with the following:

The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent" with "employer" [6.7 [CD]] in Clause 15.4.1

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

Item

A16.0 DIRECT CONTRACTORS

18 Clause 16.0

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

Item

A17.0 CONTRACT INSTRUCTIONS

19 Clause 17.0

Replace Clause 17.4 with the following:

The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

Add the following as Clause 17.6:

Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement

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

Item

A18.0 INTERIM COMPLETION

20 Clause 18.0

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

Item

A19.0 PRACTICAL COMPLETION

21 Clause 19.0

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Replace Clause 19.5 with the following

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section

Add the following as Clause 19.8:

WORKS COMPLETION

(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion

(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such notice. Where, in the opinion of the principal agent, the Works Completion List:

(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)

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(3) Should the principal agent not issue a works completion list in terms of 19.8(1) or 19.8(2)(b) within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion List within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion List. Should the employer:

(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3)(b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty-one (21) working days of the issue of the first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3)

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

Item

A20.0 COMPLETION IN SECTIONS

22 Clause 20.0

Add the following as Clause 20.2.1.A
A certificate of Works Completion [19.8].

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

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A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

23 Clause 21.0

Replace Clause 21.1 with the following:

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to (21.6), whichever is the later (if we use works completion)

Replace Clause 21.6 with the following:

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

(1) inspect the works and within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to or rectified to achieve final completion, or

(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

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Add the following as Clause 21.14:

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have been added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0]

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

Item

A22.0 LATENT DEFECTS LIABILITY PERIOD

24 Clause 22.0

22.3.2 No Clause

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

Item

A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

25 Clause 23.0

Ref Clause 6.7 [CD] - Clause 23.1

Ref Clause 6.7 [CD] - Clause 23.2

23.2.13 No Clause

Replace Clause 23.3 with the following:

Further circumstances that delay practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7

Ref Clause 6.7 [CD] - Clause 23.8

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A24.0 PENALTY FOR LATE OR NON-COMPLETION

26 Clause 24.0

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Replace Clause 24.1 with the following:

Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

Replace Clause 24.2 with the following:

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical-, works-, or final completion [CD], or the revised date for practical-, works-, or final-completion, up to and including the earlier of:

Replace Clause 24.2.1 with the following:

The actual or deemed date of practical-, works-, or final-completion of the works, or a section thereof [23.7.1]

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

Item

PAYMENT

A25.0 PAYMENT

27 Clause 25.0

Replace Clause 25.2 with the following:

The principal agent shall issue at regular agreed intervals [CD] payment certificates to the contractor with a copy to the employer, up to and including practical completion. Interim payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

Add the following to Clause 25.3:

25.3.12 Monthly local content report

25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP / NYS beneficiaries, Contract between Contractor and EPWP / NYS beneficiaries, attendance register, (if applicable)

25.3.14 Tax Invoice

25.3.15 Labour intensive report

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25.3.16 Contract participation goal reports

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer

25.7.5 No Clause

Replace Clause 25.10 with the following:

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material aspects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

Replace Clauses 25.12 to 25.12.3 with the following:

The value certified shall be subject to the following percentage adjustments:

(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

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

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25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])

25.12.6 Where security is a payment reduction in terms of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

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

25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

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

Item

A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

28 Claus 26.0

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Ref Clause 6.7 [CD] - Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] - Clause 26.7

Replace Clause 26.10 with the following:

The principal agent shall prepare the final account in consultation with the employer and issue the final account to the contractor within sixty (60) working days of the date of practical completion

Ref Clause 6.7 [CD] - Clause 26.12

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

Item

A27.0 RECOVERY OF EXPENSE AND/OR LOSS

29 Clause 27.0

Replace Clause 27.1.2 with the following:

Interest due to late payment only

Replace Clause 27.1.4 with the following:

Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date of notice by the employer, the employer may recover such an amount from the security

Add the following as Clause 27.6:

Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

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

SUSPENSION AND TERMINATION

A28.0 SUSPENSION BY THE CONTRACTOR

30 Clause 28.0

28 No Clause

28.1 No Clause

28.1.1 No Clause

28.1.2 No Clause

28.1.3 No Clause

28.1.4 No Clause

28.1.5 No Clause

28.2 No Clause

28.3 No Clause

28.4 No Clause

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

A29.0 TERMINATION

31 Clause 29.0

Add the following as Clause 29.1.4:

The contractor's estate has been sequestrated,
liquidated or surrendered in terms of the insolvency laws
in force within the Republic of South Africa

Add the following as Clause 29.1.5:

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

Add the following as Clause 29.1.6:

Honour his obligations in terms of Clauses 10.1.5.1.3,
11.4.1 and 12.2 sub Clauses 5, 6, 8, 9, 10, 11, 12, 13,
15, 16, 19, 20, 22.

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Replace Clause 29.7 with the following:

The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:

The guarantee for construction (variable) until the final payment has been made;

or

The guarantee for construction (fixed) until the date of practical completion;

or

The payment reduction until the final payment is made;

or

The cash deposit made as security until the final payment is made

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

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29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

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

Item

DISPUTE RESOLUTION

A30.0 DISPUTE RESOLUTION

32 Clause 30.0

Replace Clause 30.2 with the following:

Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses

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Replace Clause 30.9 with the following:

Institution of Litigation shall be commenced and process served within three (3) years from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

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

Item

SECTION B: GENERAL PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 Definitions

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

Item

B1.2 Interpretation

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

Item

B2.0 DOCUMENTS

BA2.1 Checking of documents

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

Item

B2.2 Provisional bills of quantities

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

Item

B2.3 Availability of construction information

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

Item

B2.4 Ordering of materials and goods

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

Item

B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES

B3.1 Previous work - dimensional accuracy

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

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B3.2 Previous work - defects

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

Item

B3.3 Inspection of adjoining properties

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

Item

B4.0 THE SITE**B4.1 Handover of site in stages**

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

Item

B4.2 Enclosure of the works

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

Item

B4.3 Geotechnical and other investigations

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

Item

B4.4 Encroachments

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

Item

B4.5 Existing premises occupied

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

Item

B4.6 Services - known

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

Item

B5.0 MANAGEMENT OF CONTRACT**B5.1 Management of the works**

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

Item

B5.2 Progress meetings

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

Item

B5.3 Technical meetings

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

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**B6.0 SAMPLES, SHOP DRAWINGS AND
MANUFACTURER'S INSTRUCTIONS**

B6.1 Samples of materials

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

B6.2 Workmanship samples

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

B6.3 Shop drawings

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

B6.4 Compliance with manufacturer's instructions

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

B7.0 DEPOSITS AND FEES

B7.1 Deposits and fees

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

B8.0 TEMPORARY SERVICES

B8.1 Water

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

B8.2 Electricity

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

B8.3 Ablution and welfare facilities

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

B8.4 Communication facilities

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

B9.0 PRIME COST AMOUNTS

B9.1 Responsibility for prime cost amounts

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

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B10.0 ATTENDANCE ON SUBCONTRACTORS

B10.1 General attendance

- 61 The **contractor** shall at his own expense provide the following general attendance on the **subcontractors**:

Access to the **site** and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the **contractor**

The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation

The provision of an area for the **subcontractor** to establish temporary office accommodation and workshops and for the storage of plant and materials

The use of erected scaffolding belonging to the **contractor**, in common with others having the like right, while it remains erected on **site**

The use, at reasonable times by arrangement of the **contractor's** erected hoisting equipment

- 62 F:..... V:..... T:.....

Item

B10.2 Special attendance

- 63 F:..... V:..... T:.....

Item

B11.0 GENERAL

B11.1 Protection of the works

- 64 F:..... V:..... T:.....

Item

B11.2 Protection/isolation of existing works and works occupied in sections

- 65 F:..... V:..... T:.....

Item

B11.3 Security of the works

- 66 F:..... V:..... T:.....

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B11.4 Notice before covering work

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

Item

B11.5 Disturbance

68 The **contractor** shall keep the **site**, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

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

Item

B11.6 Environmental disturbance

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

Item

B11.7 Works cleaning and clearing

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

Item

B11.8 Vermin

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

Item

B11.9 Overhand work

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

Item

B11.10 Tenant installations

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

Item

B11.11 Advertising

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

Item

SECTION C: SPECIFIC PRELIMINARIES

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Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

76

C1.0 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

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

Item

77

C2.0 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

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C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** /lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

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

Item

79 C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

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

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

Item

80 C5.0 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

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C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

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

Item

82 C7.0 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

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

Item

83 C8.0 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

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C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

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

Item

C10.0 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

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

Item

86 C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

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

Item

87 C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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

Item

88 C10.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

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C10.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

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

Item

90

C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT

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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

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

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

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312.0 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)

The **contractor** shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these **bills of quantities** / lump sum document

The **contractor** shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these **bills of quantities** / lump sum document

The **contractor** shall liaise and co-ordinate with the **employer** and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

The **contractor** shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to remeasurement have been included elsewhere in these **bills of quantities** / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

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

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

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

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

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

Item

93 **C14.0 VIP FUNCTIONS**

It is customary that VIP functions are held at the site periodically. This will result in work stoppage from time to time and resultant lost productivity

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

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

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C15.0 COMPLIANCE WITH HERITAGE REGULATIONS

The works will be executed at a national heritage site and the contractor must strictly comply with all with heritage regulations that may be applicable

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

Item

95 **C16.0 COLOUR-CODED SAFETY CLOTHING**

The **contractor** shall provide all employees on site with brightly-coloured, clearly visible protective clothing for use at all times on site. All personnel belonging to any one contractor shall wear the same colour protective clothing on site

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

Item

96 **C17.0 WORKING HOURS**

All work shall be carried out from 07:30 hours to 17:00 hours on weekdays and from 07:30 hours to 13:00 hours on Saturdays. Work outside of these times shall be undertaken only with express written authorisation of the **principal agent**. No work shall be scheduled for nor undertaken on Sundays and statutory public holidays

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

Item

97 **C18.0 IDENTIFICATION CARDS/BADGES**

Provision shall be made for all employees on site to wear and clearly display identification cards or badges issued specifically for the project which shall prominently display a passport-size colour photograph of the employee, full names, ID number, name of employer and such other information as shall be prescribed by the SAPS. The contractor shall allow for the cost of providing these identification cards/badges in his tender hereunder

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

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C19.0 MOTOR VEHICLE LICENCE DISCS

Motor vehicle licence discs will be provided to the successful contractor at a cost of R400 per disc approximately. Tenderers are to include hereunder the cost of these discs in their tender, allowing for the number of motor vehicles that are envisaged to be employed on the contract

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

Item

99 C20.0 DPW OFFICE FURNITURE

Tenderers are to include the cost of providing office furniture in an office to be used on site by the DPWI. To include boardroom table with 10 chairs, desk with highback chair, overhead projector, Dell laptop computer (1No.) and three-legged flipchart board

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

Item

100 C21.0 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

101 C22.0 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** and **suppliers** 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:.....

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23.0 QUANTITY LOCATION TABLES

Tenderers are to note that where practicable quantity location tables have been scheduled below each item description in the Bills of Quantities. These tables identify the actual measured quantity for each individual location and are scheduled below the item descriptions in 'whole number' format rounded up or down as the case may be. The total measured quantity associated with each item description is the sum of the actual measured quantities for each individual location before rounding up or down has taken place and is scheduled in the quantity column in 'whole number' format rounded up or down as the case may be and will therefore not necessarily be equal to the sum of the quantities given for each individual location. Locations in these bills of quantities are designated as:

- A Administration Block
- B Offices
- C Public Toilets
- D Garages
- E Guardhouse
- F Storeroom
- G New refuse area

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

Item

SUMMARY OF CATEGORIES

Category : Fixed R:.....

Category : Value R:.....

Category : Time R:.....

OCCUPATIONAL HEALTH & SAFETY

SUPPLEMENTARY PREAMBLES

It is required of the Contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under the Section of the Bills of Quantities. Provision for pricing thereof is made hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, and the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

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The Contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health & Safety specification is compulsory. In the event of partial or total non-compliance, the Principal Agent, notwithstanding the provisions of Clause A 31 of Section 1: Preliminaries (Part A) or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Bidders must note that it is compulsory to price all items as specified regarding Health and Safety in this bill, the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations.

Failure to price the OHS in its entirety will NOT relieve the bidder of his/her obligation with regard to the Act.

The following items serve as a breakdown of the expected costs for compliance with the requirements of the Occupational Health and Safety Act. This schedule must be duly completed and returned by the contractor with the tender form.

The reference number on the description refers to the item number on the above-mentioned specification.

Refer to the above-mentioned Occupational Health and Safety Specifications for more detail.

103 Notification of construction work: - **Bidder must have an accredited Health and Safety Officer on site**

Item

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	Requirements regarding legal agreement Page 15 / OHS specification	Item
105	Proof of registration with Compensation Commissioner Fund: Ref 9	Item
106	Notification for construction work Page 15 / OHS specification	Item
107	Appointment of Construction Professional Registration as Page 16 / OHS specification	Item
108	Requirements regarding SHE/Q Policy and Costing for SHE Page 16 of OHS specification	Item
109	Conditions imposed on Training Page 17 of OHS specification	Item
110	Requirements regarding Fire Safety as Page 33 of OHS specification	Item
111	Contractor's Construction Safety Officer: Page 16 of OHS specification	Item
112	Requirements regarding Occupational Hygiene Page 23 of OHS specification	Item
113	Requirements regarding Environmental Management as Page 18 of OHS specification	Item
114	Requirements regarding Fire Safety as Page 27 of OHS specification	Item
115	Requirements regarding Cutting, Welding, etc as Page 29 of OHS specification	Item
116	Requirements regarding waste as Page 29 of OHS specification	Item
117	Requirements regarding Material Requirement as Page 30 of OHS specification	Item
118	Requirements regarding Dust and Noise as Page 30 of OHS specification	Item
119	Requirements regarding Water as Page 30 of OHS specification	Item

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120	Requirements regarding Waste as Page 29 of OHS specification	Item
121	Signing off the contract as Page 30 of OHS specification	Item
122	Requirements regarding Housekeeping as Page 32 of OHS specification	Item
123	Requirements regarding signage as Page 33 of OHS specification	Item
124	Specific requirements Flammable Combustible Liquids as Page 33 of OHS specification	Item
125	Specific requirements regarding Explosives as Page 33 of OHS specification	Item
126	Specific requirements regarding Personal Protective Equipment as Page 34 of OHS specification	Item
127	Specific requirements regarding Machinery Tools and Equipment as Page 34 of OHS specification	Item
128	Specific requirements regarding Hand tools and pneumatic tools as Page 35 of OHS specification	Item
129	Specific requirements regarding Electrical Installations as Page 38 of OHS specification	Item
130	Specific requirements regarding Permit to works as Page 39 of OHS specification	Item
131	Specific requirements regarding Excavations, Trenches and Floor Openings as Page 39 of OHS specification	Item
132	Requirements regarding Blastings as Page 40 of OHS specification	Item
133	Requirements regarding Work Stoppages as Page 41 of OHS specification	Item
134	Requirements regarding SHE audits as Page 41 to Page 46 of OHS specification	Item

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PRELIMINARIES AND GENERAL

PHUTHADITJHABA LABOUR CENTRE

Item
No

Quantity

Rate

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BILL NO.1

ALTERATIONS

Note

Unless otherwise described, the full description and specifications in the supplementary preambles in the preceding Bills are to apply equally to the short descriptions used in this Bill.

OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:

Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor who must allow credit for same in the Final Summary

OLD MATERIALS TO BE CARTED AWAY:

Old material from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site. Carting away debris, rubbish, etc. shall be deemed to be included in the prices

REMOVAL OF EXISTING WORK

Breaking down and removing brickwork, concrete, etc

1	Concrete steps	m3	0.2
	A : 0.2 B : 0.0 C : 0.0 D : 0.0		
	E : 0.0 F : 0.0 G : 0.0		
2	Half brick wall	m2	11
	A : 0 B : 0 C : 11 D : 0		
	E : 0 F : 0 G : 0		
3	One brick wall	m2	26
	A : 3 B : 21 C : 2 D : 0		
	E : 0 F : 0 G : 0		

Carried to Collection

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ALTERATIONS

PHUTHADITJHABA LABOUR CENTRE

Taking up and removing floor coverings, grabbing up hardwood skirting, etc including floor preparation to receive new floor coverings

4	Carpet		m2	254
	A : 212	B : 42	C : 0	D : 0
	E : 0	F : 0	G : 0	
5	Ceramic tiles		m2	347
	A : 289	B : 45	C : 13	D : 0
	E : 0	F : 0	G : 0	
6	Timber skirtings		m	737
	A : 331	B : 379	C : 0	D : 27
	E : 0	F : 0	G : 0	

Taking out and removing wall tiles and making good to recieve new tiles

7	Wall tiles		m2	39
	A : 0	B : 39	C : 0	D : 0
	E : 0	F : 0	G : 0	

Floor preparation to recieve new tiles (elsewhere measured)

8	Concrete floor (elsewhere)		m2	118
	A : 0	B : 47	C : 0	D : 65
	E : 0	F : 6	G : 0	

Taking out and removing ceilings, partitions, including , roof insulation, etc

9	6mm Rhinoboard ceilings		m2	719
	A : 380	B : 329	C : 0	D : 10
	E : 0	F : 0	G : 0	
10	75mm Drywall partitioning		m2	44
	A : 44	B : 0	C : 0	D : 0
	E : 0	F : 0	G : 0	
11	75mm Drywall partitioning 2200mm high		m	6
	A : 6	B : 0	C : 0	D : 0
	E : 0	F : 0	G : 0	
12	75mm Drywall partitioning 2800mm high		m	5
	A : 5	B : 0	C : 0	D : 0
	E : 0	F : 0	G : 0	

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Taking out and removing doors, windows, etc from brickwork

13	Remove existing steel security gate size 1000 x 2100mm A : 21 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0	No	21
14	Remove existing steel security gate size 1200 x 2100mm A : 0 B : 0 C : 2 D : 0 E : 0 F : 0 G : 0	No	2
15	Remove existing steel security gate size 5600 x 2100mm A : 1 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0	No	1
16	Remove existing garage door size 2300 x 2100mm A : 0 B : 0 C : 0 D : 4 E : 0 F : 0 G : 0	No	4
17	Remove existing steel window size 1000 x 800mm A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0	No	1
18	Remove existing steel window size 2000 x 800mm A : 0 B : 4 C : 0 D : 0 E : 0 F : 0 G : 0	No	4
19	Remove door and frame from one brick wall size 813 x 2032mm A : 6 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0	No	6
20	Remove door and frame from one brick wall size 887x 2553mm A : 0 B : 5 C : 0 D : 0 E : 0 F : 0 G : 0	No	5
21	Remove existing steel burglar bars size 500 x 1200mm A : 0 B : 8 C : 0 D : 0 E : 0 F : 0 G : 0	No	8
22	Remove existing steel burglar bars size 1500 x 2000mm A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0	No	1

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	Remove Aluminium door size 1800 x 2600mm	No	1	
	A : 1 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
	<u>Taking out and removing sanitary fittings. etc</u>			
24	WC suite	No	3	
	A : 1 B : 1 C : 1 D : 0			
	E : 0 F : 0 G : 0			
25	Wash hand basin	No	4	
	A : 1 B : 2 C : 1 D : 0			
	E : 0 F : 0 G : 0			
26	Remove geyser	No	1	
	A : 0 B : 1 C : 0 D : 0			
	E : 0 F : 0 G : 0			
	<u>Taking out and removing joinery fittings and setting aside temporarily</u>			
27	Remove information desk 3.4m2 and fixing to new position	No	1	
	A : 1 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
	<u>Taking out/off and removing roofs</u>			
28	Existing corrugated sheet iron roof covering	m2	601	
	A : 601 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
29	Existing double pitched roof trusses 3700 x 600mm high	No	26	
	A : 26 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
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ALTERATIONS

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BILL NO.2

EARTHWORKS (PROVISIONAL)

WORK GROUP 104

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Site clearance

1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees with not exceeding 200mm girth, bush, etc	m2	71
	A : 0 B : 32 C : 8 D : 0		
	E : 0 F : 0 G : 31		

EXCAVATION, FILLING, ETC OTHER THAN BULK

Excavation in earth not exceeding 2m deep

2	Reduce levels to under floors, court yards, aprons, etc	m3	8
	A : 0 B : 5 C : 4 D : 0		
	E : 0 F : 0 G : 0		
3	Trenches	m3	19
	A : 0 B : 0 C : 10 D : 0		
	E : 0 F : 0 G : 9		

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	18
	A : 0 B : 5 C : 7 D : 0		
	E : 0 F : 0 G : 6		

Risk of collapse of excavations

5	Sides of excavations not exceeding 1,5m deep	m2	39
	A : 0 B : 0 C : 29 D : 0		
	E : 0 F : 0 G : 10		

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EARTHWORKS

PHUTHADITJHABA LABOUR CENTRE

Keeping excavations free of water

- 6 Keeping excavations free of all water other than subterranean water

Item

FILLING, ETC

G7 filling supplied by the contractor compacted in layers of 150mm to 93% Mod AASHTO density

- 7 Under floors, courtyards, aprons, ramps, etc
- A : 0 B : 38 C : 5 D : 0
- E : 0 F : 0 G : 9

m3

52

Compaction of surfaces

- 8 Compaction of ground surfaces under floors, 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

40

A : 0 B : 32 C : 8 D : 0

E : 0 F : 0 G : 0

Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density

- 9 Backfilling to trenches, holes, etc
- A : 0 B : 0 C : 6 D : 0
- E : 0 F : 0 G : 5

m3

11

Soil insecticide

- 10 To bottoms and sides of trenches, holes, etc
- A : 0 B : 0 C : 20 D : 0
- E : 0 F : 0 G : 18

m2

38

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EARTHWORKS

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BILL NO.3**CONCRETE, FORMWORK AND
REINFORCEMENT****WORK GROUP 110****SUPPLEMENTARY PREAMBLES****Cost of tests**

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)

Formwork

Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formworks to soffits of solid etc shall be deemed to be slabs not exceeding 250mm thick unless otherwise described

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

**REINFORCED CONCRETE CAST AGAINST
EXCAVATED SURFACES****Carried to Collection****Section No. 2****Bill No. 3****CONCRETE, FORMWORK AND REINFORCEMENT
PHUTHADITJHABA LABOUR CENTRE**

Quantity

Rate

Amount

R

Concrete in

1	Strip footings	m3	6
	A : 0 B : 0 C : 3 D : 0		
	E : 0 F : 0 G : 3		
2	Steps	m3	0.3
	A : 0.0 B : 0.3 C : 0.0 D : 0.0		
	E : 0.0 F : 0.0 G : 0.0		
3	Surface beds on waterproofing	m3	3
	A : 0 B : 1 C : 1 D : 0		
	E : 0 F : 0 G : 1		
4	In ramps	m3	4
	A : 0 B : 3 C : 1 D : 0		
	E : 0 F : 0 G : 0		

SUNDRIES

Finishing top surfaces of concrete smooth with a steel trowel

5	Surface beds, etc	m2	15
	A : 0 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 15		

WORK GROUP 111

ROUGH FORMWORK

Rough formwork to sides

6	Edges not exceeding 300mm high	m	18
	A : 0 B : 12 C : 6 D : 0		
	E : 0 F : 0 G : 0		

REINFORCEMENT

WORK GROUP 114

Mesh fabric reinforcement

7	No. 193 Fabric reinforcement in concrete surface beds, etc	m2	53
	A : 0 B : 32 C : 6 D : 0		
	E : 0 F : 0 G : 15		

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CONCRETE, FORMWORK AND REINFORCEMENT
PHUTHADITJHABA LABOUR CENTRE

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Bill No. 3

CONCRETE, FORMWORK AND REINFORCEMENT

PHUTHADITJHABA LABOUR CENTRE

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It
K**BILL NO. 4****PRECAST CONCRETE****WORK GROUP 112****SUPPLEMENTARY PREAMBLES****Sizes:**

Blocks, sills, etc measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the architect for approval before moulds are made

General:

Where kerbstones, blocks, etc are laid in ground descriptions shall be deemed to include necessary excavation, filling in and ramming

PRECAST CONCRETE**Prestressed fabricated concrete lintels**

1	75 x 110mm Lintels in lengths not exceeding 3m	m	24	
	A : 6 B : 18 C : 0 D : 0			
	E : 0 F : 0 G : 0			

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Bill No. 4

PRECAST CONCRETE

PHUTHADITJHABA LABOUR CENTRE

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BILL NO. 5**MASONRY****WORK GROUP 116****BRICKWORK****SUPPLEMENTARY PREAMBLES****Sizes in descriptions**

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick

Hollow walls etc

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating.

User note:

The above preamble generally applies for works in hot and humid coastal areas

Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

FOUNDATIONS (PROVISIONAL)**Brickwork of NFX bricks in class I mortar**

1	One brick walls	m2	30	
	A : 0 B : 0 C : 14 D : 0			
	E : 0 F : 0 G : 16			

Carried to Collection**Section No. 2****Bill No. 5****MASONRY****PHUTHADITJHABA LABOUR CENTRE**

R

SUPERSTRUCTURE

Brickwork of NFP bricks in class II mortar

2	Brickwork in piers	m3	3
	A : 0 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 3		
3	Half brick walls	m2	74
	A : 34 B : 25 C : 15 D : 0		
	E : 0 F : 0 G : 0		
4	Half brick screen wall	m2	3
	A : 3 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
5	One brick walls	m2	121
	A : 55 B : 3 C : 41 D : 0		
	E : 0 F : 0 G : 22		
6	One brick gable wall	m2	3
	A : 0 B : 3 C : 0 D : 0		
	E : 0 F : 0 G : 0		
7	One brick wall in building up opening	m2	7
	A : 5 B : 2 C : 0 D : 0		
	E : 0 F : 0 G : 0		
8	Half brick wall in beamfilling 300mm high	m	5
	A : 0 B : 5 C : 0 D : 0		
	E : 0 F : 0 G : 0		

BRICKWORK SUNDRIES

Brickwork reinforcement

9	75mm Wide reinforcement built in horizontally in superstructure	m	213
	A : 98 B : 72 C : 43 D : 0		
	E : 0 F : 0 G : 0		
10	150mm Wide reinforcement built in horizontally in foundations (Provisional)	m	85
	A : 0 B : 0 C : 40 D : 0		
	E : 0 F : 0 G : 45		

Carried to Collection

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Bill No. 5

MASONRY

PHUTHADITJHABA LABOUR CENTRE

R

150mm Wide reinforcement built in horizontally in superstructure

A : 158 B : 9 C : 110 D : 0
E : 0 F : 0 G : 62

m 339

FACE BRICKWORK

Face brickwork of (R 5,500.00 / 1000 Prime Cost excluding VAT) in stretcher bond and pointed with recessed horizontal and flush vertical joints on both sides

12 Extra over brickwork for face brickwork in foundations (Provisional)

A : 0 B : 0 C : 0 D : 0
E : 0 F : 0 G : 7

m2 7

13 Extra over brickwork for face brickwork

A : 0 B : 0 C : 0 D : 0
E : 0 F : 0 G : 18

m2 18

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Bill No. 5

MASONRY

PHUTHADITJHABA LABOUR CENTRE

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MASONRY

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MASONRY

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BILL NO.6**WATERPROOFING****WORK GROUP 120****SUPPLEMENTARY PREAMBLES****Waterproofing**

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

DAMP-PROOFING OF WALLS AND FLOORS**One layer of 375 micron embossed damp proof course**

1	In walls	m2	9		
	A : 0 B : 0 C : 3 D : 0				
	E : 0 F : 0 G : 6				

One layer of 250 micron waterproof sheeting sealed at laps with pressure sensitive Tape

2	Under surface beds	m2	26		
	A : 0 B : 5 C : 6 D : 0				
	E : 0 F : 0 G : 15				

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WATERPROOFING

PHUTHADITJHABA LABOUR CENTRE

Quantity

Rate

Amount

R

Item No			Quantity	Rate	Amount
	<u>BILL NO.7</u>				
	<u>ROOF COVERINGS</u>				
	<u>WORK GROUP 124</u>				
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
	<u>0.53mm interlocking 700 galvanised roof sheeting with chromadek finish on one side fixed on and including locking and fixing clips on timber purlins (elsewhere measured)</u>				
1	Roof covering with pitch not exceeding 50 degrees		m2	636	
	A : 601 B : 14 C : 0 D : 0				
	E : 0 F : 0 G : 21				
2	Standard ridge capping		m	44	
	A : 30 B : 6 C : 0 D : 0				
	E : 0 F : 0 G : 8				
	<u>Carried Forward to Summary of Section No. 2</u>				
	<u>Section No. 2</u>				
	<u>Bill No. 7</u>				
	<u>ROOF COVERINGS, ETC</u>				
	<u>PHUTHADITJHABA LABOUR CENTRE</u>				
				R	

BILL NO.8**CARPENTRY AND JOINERY****WORK GROUP 126****SUNDRY ROOF TIMBERS****Sawn Softwood**

1	50 x 75mm Purlins	m	55	
	A : 20 B : 10 C : 0 D : 0			
	E : 0 F : 0 G : 25			
2	38 x 114mm Wall plate	m	7	
	A : 0 B : 7 C : 0 D : 0			
	E : 0 F : 0 G : 0			
3	50 x 228mm Wrought beam	m	13	
	A : 0 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 13			
4	Double pitch roof trusses 3000mm x 400mm high	No	3	
	A : 0 B : 3 C : 0 D : 0			
	E : 0 F : 0 G : 0			
5	Double pitch roof trusses 3700mm x 600mm high	No	9	
	A : 6 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 3			

EAVES, VERGES, ETC**Pressed fibre-cement**

6	15 x 250mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	184	
	A : 149 B : 21 C : 0 D : 0			
	E : 0 F : 0 G : 14			

DOORS, ETC**Carried to Collection**

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Section No. 2**Bill No. 8****CARPENTRY AND JOINERY****PHUTHADITJHABA LABOUR CENTRE**

**Semi-solid flush doors with hardwood edge strips
all round finished with hardboard panels on both
sides suitable for painting hung to steel frames**

7	44mm Door 813 x 2032 mm high	No	14
	A : 6 B : 7 C : 0 D : 0		
	E : 0 F : 1 G : 0		

**Solid laminated flush doors with oak
commercial veneer both sides**

8	44mm Door 813 x 2032 mm high	No	12
	A : 10 B : 2 C : 0 D : 0		
	E : 0 F : 0 G : 0		

9	44mm Door 813 x 2032 mm high with oak veneer on both sides including vent grill size 600 x 400mm	No	3
	A : 1 B : 2 C : 0 D : 0		
	E : 0 F : 0 G : 0		

10	44mm Double door in two halves size 900 x 2100 mm high and 600 x 2100mm and rebated meeting stiles	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

JOINERY SUNDRIES

Wrought meranti

11	19 x 76 mm Skirting timber as cornice including 19 mm quadrant bead plugged	m	711
	A : 331 B : 353 C : 0 D : 27		
	E : 0 F : 0 G : 0		

FITTINGS, ETC

Counters and other joinery fittings

12	40mm Thick solid wood oak worktop with bullnose edges	m2	9
	A : 9 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

Shelving to strongroom, etc

13	20mm Thick plywood shelves on adjustable wall mounted adjustable steel shelves	m2	16
	A : 16 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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Bill No. 8

CARPENTRY AND JOINERY

PHUTHADITJHABA LABOUR CENTRE

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CARPENTRY AND JOINERY

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CARPENTRY AND JOINERY

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.9**CEILINGS, PARTITIONS AND ACCESS FLOORING****CEILINGS ETC****WORK GROUP 126****SUPPLEMENTARY PREAMBLES****Descriptions:**

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere

NAILED UP CEILINGS

Asbestos H-type pressed steel jointing strips on and including 38 x 38mm branders at 450mm centres nailed to timber joists

1	6mm pressed fibre cement ceilings with H-type	m2	163
	A : 37 B : 29 C : 18 D : 65		
	E : 8 F : 6 G : 0		

Wrought meranti

2	19 x 76mm Cornice plugged and screwed to wall	m	146
	A : 0 B : 0 C : 8 D : 107		
	E : 16 F : 15 G : 0		

SUSPENDED CEILINGS**Proprietary suspended ceilings****Carried to Collection**

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Section No. 2**Bill No. 9****CEILINGS, PARTITIONING AND PLASTIC LININGS****PHUTHADITJHABA LABOUR CENTRE**

600 x 600 x 12.5mm ceiling tiles on and including T37K flush plastered ceiling grid support system, comprising of T37K cross and main tees, all in accordance with manufacturer's instructions

3	Ceilings suspended not exceeding 1m (average) below timber purlings	m2	695
	A : 357 B : 338 C : 0 D : 0		
	E : 0 F : 0 G : 0		

Standard shadowline cornices to suspended ceilings

4	22 x 22 mm White pre-painted cornices plugged	m	560
	A : 374 B : 186 C : 0 D : 0		
	E : 0 F : 0 G : 0		

9.5mm Approved gypsum plasterboard with 63mm wide strips of mesh scrim nailed over joints and the whole finished with gypsum skim plaster trowelled to a smooth polished surface over joints fixed to steel strusses

5	350 x 600mm Ceiling bulkhead	m	2
	A : 2 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

6	750 x 200mm Ceiling bulkhead	m	2
	A : 2 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

PARTITIONS ETC

Ultrasteel stud or other equal approved drywall consisting of 63mm bottom track, 63mm top track and 63mm studs at 600mm centres, clad both sides with 12.50mm gypsum rhinoboard, all visible joints taped and skimmed, all in strict accordance with the manufacturer's instructions

7	75mm Partitioning 9mm thick	m2	46
	A : 46 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

8	75mm Partitioning 2200mm high	m	6
	A : 6 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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Bill No. 9

CEILINGS, PARTITIONING AND PLASTIC LININGS

PHUTHADITJHABA LABOUR CENTRE

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75mm Partitioning 2800mm high

A : 7 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

m 7

Extra over 2800mm high drywall partition system for the following

10 Stop end

No 2

A : 2 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

11 Aluminium window size 1000 x 1350mm (see Architect's drawing - W3)

No 1

A : 1 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

12 Aluminium window size 2000 x 1350mm

No 1

A : 1 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

13 Door including ironmongery

No 2

A : 2 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

Insulation

14 75mm Resin bonded glass fibre lapped not less than 75mm along all edges and laid on top of branderling between roof timbers etc

m2 858

A : 394 B : 367 C : 18 D : 65
E : 8 F : 6 G : 0

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CEILINGS, PARTITIONING AND PLASTIC LININGS

PHUTHADITJHABA LABOUR CENTRE

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CEILINGS, PARTITIONING AND PLASTIC LININGS

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CEILINGS, PARTITIONING AND PLASTIC LININGS

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.10**FLOOR COVERINGS, PLASTIC LININGS, ETC****WORK GROUP 130****FLOOR COVERINGS**

500 x 500 x 5mm Carpet tiles laid on screed with approved carpet tiles adhesive all in accordance with the manufacture instructions

1	On floors	m2	254	
	A : 212 B : 42 C : 0 D : 0			
	E : 0 F : 0 G : 0			

FLOOR COVERINGS, PLASTIC LININGS, ETC

300 x 300 x 2.5mm semi-flexible vinyl tiles laid on screed (elsewhere measured) with approved adhesive

2	On floors	m2	139	
	A : 139 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			

POLISH, SEALERS, ETC

3	Two coats wax polish on vinyl flooring	m2	139	
	A : 139 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			

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FLOOR COVERINGS, PLASTIC LININGS, ETC

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.11**IRONMONGERY (WORK GROUP 132)****SUPPLEMENTARY PREAMBLES****Finishes to ironmongery**

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded

HINGES, BOLTS, LOCKS, HANDLES, ETC.**Stainless steel ironmongery fixed with vandal proof screws**

1	Profile cylinder dead lock	No	4	
	A : 4 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
2	Door stop	No	4	
	A : 4 B : 0 C : 0 D : 0			
	E : 0 F : 0 G : 0			
3	300 x 150 x 0.9mm Blank push plate	No	3	
	A : 1 B : 2 C : 0 D : 0			
	E : 0 F : 0 G : 0			
4	Grade 304 0,9mm thick 813 x 200mm high Kick plate, finished size to be checked on site. Drilled and countersunk for screw fixing	No	3	
	A : 1 B : 2 C : 0 D : 0			
	E : 0 F : 0 G : 0			

SIGNAGE**Stainless steel pictograms fixed with vandal proof screws**

5	"Male" pictogram on 76mm diameter plate	No	2	
	A : 1 B : 1 C : 0 D : 0			
	E : 0 F : 0 G : 0			

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Section No. 2**Bill No. 11****IRONMONGERY****PHUTHADITJHABA LABOUR CENTRE**

"Female" pictogram on 76mm diameter plate

A : 1 B : 1 C : 0 D : 0
E : 0 F : 0 G : 0

No 2

SHELVING, ETC

Standard epoxy powder coated finish

7 30 x 20mm Double slot wall band plugged

A : 26 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

m 26

8 350mm Shelf bracket

A : 51 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

No 51

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Bill No. 11

IRONMONGERY

PHUTHADITJHABA LABOUR CENTRE

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IRONMONGERY

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Bill No. 11

IRONMONGERY

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.12**METALWORK****WORK GROUP 136****SUPPLEMENTARY PREAMBLES****Descriptions**

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

STEEL ROLLER SHUTTERS, ETC.**Hand-operated roller grill door**

- 1 Door for opening 2300 x 2100mm High

No 4

A : 0 B : 0 C : 0 D : 4
E : 0 F : 0 G : 0

PRESSED STEEL DOOR FRAMES**1.6mm Double rebated frames suitable for half brick walls**

- 2 Frame for door 813 x 2032mm high

No 11

A : 7 B : 4 C : 0 D : 0
E : 0 F : 0 G : 0

- 3 Frame for door size 887 x 2593mm high with fanlight size 813 x 457mm high

No 4

A : 0 B : 4 C : 0 D : 0
E : 0 F : 0 G : 0

- 4 Frame for door 1400 x 2100mm high

No 1

A : 1 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

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Bill No. 12

METALWORK

PHUTHADITJHABA LABOUR CENTRE

1.6mm Double rebated frames suitable for one brick walls

5	Frame for door 813 x 2032 mm high	No	5
	A : 5 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

6	Frame for door size 813 x 2032mm with fanlight size 813 x 457mm high	No	9
	A : 9 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

STEEL WINDOWS, DOORS, ETC

Standard steel windows with 10 mm mild steel burglar bars at 150 mm centres to all opening sashes

7	Window type W01 size 533 x 654 mm high	No	8
	A : 8 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

WELDED SCREENS, GATES, ETC

Mild steel security gates

8	Security gate size 1500 x 2500mm high (D20)	No	2
	A : 2 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

STAIR BALUSTRADING, ETC

45mm Diameter x 8mm thick stainless steel balustrading to stairs/ramps , etc of two horizontal rails, 1200mm high balusters at 1200mm centres secret fixed to concrete floor

9	Balustrading	m	39
	A : 11 B : 28 C : 0 D : 0		
	E : 0 F : 0 G : 0		

ALUMINIUM WINDOWS, DOORS, ETC

DOORS

Note: Tenderers are referred to architect's drawings annexed to these bills of quantities for tender purposes

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METALWORK

PHUTHADITJHABA LABOUR CENTRE

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Charcoal powder coated aluminium doors fitted with and including 6.38mm laminated safety glass and plugged to brickwork or concrete sealed with silicone all round

10	Double door size 1500 x 2100mm (Block A - D02)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
11	Double door size 1500 x 2100mm (Block A - D03)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
12	Double door size 2500 x 2100mm high overall internal (Block A - D01)	No	1
	A : 0 B : 1 C : 0 D : 0		
	E : 0 F : 0 G : 0		

WINDOWS

Charcoal powder coated aluminium double door glazed with and including 6.38mm cool grey laminated safety glass and plugged to brickwork or concrete sealed with silicone all round

13	Window size 1500 x 1350mm high (Block A - W3)	No	3
	A : 2 B : 1 C : 0 D : 0		
	E : 0 F : 0 G : 0		
14	Window size 2500 x 1500 mm high (Architect's drawings - W1)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
15	Window size 600 x 900mm high (Block A - W2)	No	4
	A : 4 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
16	Window size 1000 x 1350mm high (Block A - W5)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
17	Window size 2000 x 1350mm high (Block A - W4)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
18	Window size 2500 x 1350mm high (Block A - W6)	No	1
	A : 1 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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METALWORK

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	Window size 1400 x 2100mm high (Block B - W1)	No	1
	A : 0 B : 1 C : 0 D : 0		
	E : 0 F : 0 G : 0		
20	Window size 1000 x 1500mm high (Block B - W2)	No	10
	A : 0 B : 10 C : 0 D : 0		
	E : 0 F : 0 G : 0		
21	Window size 1000 x 1500mm high (Block B - W3)	No	10
	A : 0 B : 10 C : 0 D : 0		
	E : 0 F : 0 G : 0		
22	Window size 2500 x 1500mm high (Block B - W4)	No	1
	A : 0 B : 1 C : 0 D : 0		
	E : 0 F : 0 G : 0		
23	Window size 1400 x 2100mm high (Block B - W5)	No	1
	A : 0 B : 1 C : 0 D : 0		
	E : 0 F : 0 G : 0		

ALUMINIUM SHOPFRONTS

**Natural anodised standard aluminium sections
shopfronts glazed with and including 6.4mm
laminated safety glass, with and including one way
grey reflective film**

24	Shopfront Type SF01 and SF02 (shopfronts schedule 510/01 attached)	m2	20
	A : 20 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
25	Extra over shopfront Type SF1 & SF2 for door size 900 x 2125mm high	No	2
	A : 2 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
26	Cylinder lockset fixed to aluminium door frame	No	2
	A : 2 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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METALWORK

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METALWORK

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BILL NO.14

TILING (WORK GROUP 144)

SUPPLEMENTARY PREAMBLES

Descriptions

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding

WALL TILING

200 x 200mm x 5mm Ceramic tiles with tile fixing including grout, etc. to plaster (plaster elsewhere)

1 On walls

A : 101 B : 39 C : 0 D : 0
E : 0 F : 0 G : 0

m2 140

FLOOR TILING

350 x 350mm x 7mm Porcelain tiles with fixing including grout to screed (screed elsewhere)

2 On floors

A : 57 B : 78 C : 22 D : 0
E : 0 F : 6 G : 0

m2 163

3 Ceramic tile skirting not exceeding 150mm high

A : 30 B : 0 C : 0 D : 0
E : 0 F : 0 G : 0

m 30

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TILING

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.15

PLUMBING AND DRAINAGE
(PROVISIONAL) (WORK GROUP 148)

SUPPLEMENTARY PREAMBLES

Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers

Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same

All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

SANITARY FITTINGS

Sanitary fittings, including fixing in position, making all connections and jointing to pipes

- 1 568 x 392 x 346mm Wall mounted Paraplegic WC pan with lid fitted with and including 25mm brass concealed flush valve complete with flush pipes XP palm button

A : 1 B : 0 C : 1 D : 0
E : 0 F : 0 G : 0

No 2

- 2 568 x 392 x 346mm Wall mounted WC pan with lid to be fitted with and including 25mm brass exposed flush valve complete with back entry flush pipes

A : 0 B : 0 C : 1 D : 0
E : 0 F : 0 G : 0

No 1

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PLUMBING AND DRAINAGE

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	Wash hand basin with one piece pressed bowl and 20mm mild steel square tubing brackets fitted with and including 15mm metering pillar tap, brass, pillar basin metering tap with internal flow adjustment, strainer and no-hold open anti-vandalism feature with pressure range from 6 bar max. to 0.3min.	No	1		
	A : 0 B : 0 C : 1 D : 0 E : 0 F : 0 G : 0				
4	Paraplegic Wash hand basin fitted with and including 15mm brass metering pillar tap complete with extended lever handle and no-hold anti-vandalism feature	No	2		
	A : 1 B : 0 C : 1 D : 0 E : 0 F : 0 G : 0				
5	Urinal bowl model BE, complete with spreader and 15mm BSP male connector, domical grating fitted with and including 15mm brass built-in metering urinal flush valve, etc	No	2		
	A : 0 B : 0 C : 2 D : 0 E : 0 F : 0 G : 0				
6	600 x 500 x 258mm Drip sink fitted with a 15mm metering pillar tap, brass, pillar basin metering tap with internal flow adjustment, strainer and no-hold open anti-vandalism feature with range from 0.3min to 6 bar max.	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
7	Sanitaryware vitreous china wall hung pan, with back inlet pan 90 degrees wall hung	No	8		
	A : 5 B : 2 C : 0 D : 0 E : 1 F : 0 G : 0				
8	Flushmaster FM.100 with extension lever or equivalent and approved	No	8		
	A : 5 B : 2 C : 0 D : 0 E : 1 F : 0 G : 0				
9	Sanitaryware vitreous china wall hung urinal with top outlet overall size 600 x 385 x 380mm. Top inlet fittings. Include 38mm c.p. dominal grating, spreader (with 20mm diameter thread) and 2x hanger brackets. Complete with bottle trap	No	4		
	A : 2 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0				
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	Sanitaryware vitreous china 510 x 405mm rounded basin with one taphole and intergated overflow, and chain stay hole through the centre semi-punched taphole.	No	8
	A : 5 B : 2 C : 0 D : 0 E : 1 F : 0 G : 0		
11	Single bowl drop-on stainless steel sink size 1000 x 460mm include 38mm PVC waste & plug with handle	No	1
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0		
12	Stainless steel prep-bowl, diameter 450mm. Include 38mm PVC waste & plug with handle	No	1
	A : 0 B : 0 C : 0 D : 0 E : 1 F : 0 G : 0		
13	Toilet roll holder - 5 Roll. Silver Steel Locakbel	No	7
	A : 5 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0		
14	Stainless steel manual paper towel dispenser.	No	7
	A : 5 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0		
15	Stainless steel wall mounted waste bin	No	7
	A : 5 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0		
16	Stainless stell wall mounted waste bin	No	7
	A : 5 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0		
17	Stainless steel sanitary bin	No	6
	A : 5 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0		
18	Hygiene bag dispensary satin	No	5
	A : 5 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0		
19	Single bowl drop-on stainless steel sink, size 1000 x 460mm include 38mm PVC wastee & plug with handle	No	1
	A : 1 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0		

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PLUMBING AND DRAINAGE

PHUTHADITJHABA LABOUR CENTRE

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	Sink mixer with aerated swivle outlet with concealed connections	No	3		
	A : 1 B : 1 C : 0 D : 0 E : 1 F : 0 G : 0				
	<u>TAPS, VALVES, ETC</u>				
21	Medical elbow action. Elbow action bottle washer, decker mounted sidekick with 1/4 turn ceramic disc head part and blue indice. 1/2 BSP male connection inlet.	No	1		
	A : 1 B : 0 C : 0 D : 0 E : 0 F : 0 G : 0				
22	Single lever basin mixer	No	6		
	A : 4 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0				
23	Top inlet exposed flushvalve or equivalent and approved)	No	4		
	A : 2 B : 2 C : 0 D : 0 E : 0 F : 0 G : 0				
24	Extended bib tap with cold indice. 1/2 BSP male inlet	No	1		
	A : 0 B : 0 C : 0 D : 0 E : 1 F : 0 G : 0				
25	22mm Kh1.4cx temprature pressure control valve	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
26	22 KHN4.200CX geyser vacuum breaker	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
27	22mm 400Kpa safety valves	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
28	15mm Kh1.4CX relief valve	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
29	15mm Kh1.4 temprature pressure control valve	No	1		
	A : 0 B : 1 C : 0 D : 0 E : 0 F : 0 G : 0				
	<u>Carried to Collection</u>				
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	<u>PLUMBING AND DRAINAGE</u>				
	<u>PHUTHADITJHABA LABOUR CENTRE</u>				

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3mm 100Kpa safety valves		No	1
A : 0	B : 1	C : 0	D : 0
E : 0	F : 0	G : 0	
<u>ELECTRIC WATER HEATERS</u>			
<u>Electric water geysers</u>			
31	100 Litre horizontal econoflo electric water geyser	No	1
	A : 0	B : 1	C : 0
	E : 0	F : 0	G : 0
32	2,5 litres stainless steel outer casing 275 x 165 x 365mm high boiling water dispenser fitted to the brickwalls	No	1
	A : 0	B : 1	C : 0
	E : 0	F : 0	G : 0
<u>TESTING</u>			
33	Testing water pipe system	Item	
	A : 1.00	B : 0.00	C : 0.00
	E : 0.00	F : 0.00	G : 0.00
	D : 0.00		

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PLUMBING AND DRAINAGE

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Item No			Quantity	Rate	Amount
	<u>BILL NO.17</u>				
	<u>PAINTWORK</u>				
	<u>WORK GROUP 152</u>				
	<u>PAINT WORK,ETC TO EXISTING WORK</u>				
	<u>Previously painted plastered surfaces</u>				
	<u>ON FLOATED PLASTER</u>				
	<u>Sand down old paint and apply one coat primer, one undercoat and two coats Polyurethane enamel paint</u>				
1	On external walls		m2	625	
	A : 258 B : 198 C : 0 D : 63				
	E : 30 F : 76 G : 0				
2	On internal walls		m2	1 281	
	A : 811 B : 336 C : 0 D : 134				
	E : 0 F : 0 G : 0				
3	On window cills		m2	1	
	A : 0 B : 0 C : 0 D : 0				
	E : 0 F : 1 G : 0				
4	On internal reveals		m2	1	
	A : 0 B : 0 C : 0 D : 0				
	E : 0 F : 1 G : 0				
	<u>ON METAL</u>				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	<u>Sand down old paint and apply one undercoat and two coats gloss enamel paint on steel</u>				
5	On door frames		m2	19	
	A : 0 B : 0 C : 0 D : 0				
	E : 2 F : 17 G : 0				
6	On window frames (both sides measured)		m2	68	
	A : 30 B : 4 C : 0 D : 0				
	E : 9 F : 25 G : 0				
	<u>Carried to Collection</u>				
	<u>Section No. 2</u>				
	<u>Bill No. 17</u>				
	<u>PAINTING</u>				
	<u>PHUTHADITJHABA LABOUR CENTRE</u>				
				R	

	n steel high level window	m2	24
	A : 24 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
	<u>ON FIBRE-CEMENT</u>		
	<u>Sand down old paint and apply one coat primer, one undercoat and two coats High Sheen 100% Acrylic PVA paint</u>		
8	On fascia and barge boards	m2	86
	A : 26 B : 42 C : 7 D : 11		
	E : 0 F : 0 G : 0		
	<u>ON WOOD</u>		
	<u>Sand down old paint and apply three coats polyurethane clear varnish</u>		
9	On doors	m2	29
	A : 0 B : 0 C : 0 D : 0		
	E : 4 F : 25 G : 0		
10	On built-in cupboards	m2	21
	A : 21 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		
	<u>PAINTWORK, ETC TO NEW WORK</u>		
	<u>ON FLOATED PLASTER</u>		
	<u>One coat primer and two coats Double velvet high sheen acrylic paint</u>		
11	On internal walls	m2	819
	A : 729 B : 70 C : 0 D : 0		
	E : 0 F : 20 G : 0		
	<u>One coat primer and two coats universal gloss enamel paint</u>		
12	On internal walls	m2	32
	A : 2 B : 0 C : 30 D : 0		
	E : 0 F : 0 G : 0		

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PAINTING

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One coat primer and two coats external quality PVA emulsion paint

13	On external walls	m2	63
	A : 12 B : 6 C : 45 D : 0		
	E : 0 F : 0 G : 0		

ON PLASTER BOARD

One coat primer and two PVA emulsion paint

14	On ceilings	m2	153
	A : 37 B : 29 C : 65 D : 8		
	E : 8 F : 6 G : 0		

15	On drywall partitioning	m2	70
	A : 70 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

ON METAL

Spot priming defects in pre primed surfaces with zinc chromate primer and applying one undercoat and two coats gloss enamel paint on steel

16	On window frames (on both sides measured)	m2	10
	A : 10 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

17	On door frames	m2	45
	A : 29 B : 16 C : 0 D : 0		
	E : 0 F : 0 G : 0		

18	On mild steel plates, etc.	m2	14
	A : 14 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

19	On security gates, etc (both sides measured)	m2	13
	A : 13 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

20	Galvanized steel flashing three times bent 400mm girth	m	4
	A : 0 B : 4 C : 0 D : 0		
	E : 0 F : 0 G : 0		

21	Galvanized steel flashing three times bent 150mm girth	m	4
	A : 0 B : 4 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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ON WOOD

Three coats polyurethane clear varnish

22	On doors	m2	93
	A : 60 B : 33 C : 0 D : 0		
	E : 0 F : 0 G : 0		

23	On skirting not exceeding 300mm girth	m	711
	A : 331 B : 353 C : 0 D : 27		
	E : 0 F : 0 G : 0		

One coat wood primer and two coats gloss enamel paint

24	On doors	m2	26
	A : 26 B : 0 C : 0 D : 0		
	E : 0 F : 0 G : 0		

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2 EARTHWORKS

3 CONCRETE, FORMWORK AND REINFORCEMENT

4 PRECAST CONCRETE

5 MASONRY

6 WATERPROOFING

7	ROOF COVERINGS, ETC
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8 CARPENTRY AND JOINERY

9 CEILINGS, PARTITIONING AND PLASTIC LININGS

10 FLOOR COVERINGS, PLASTIC LININGS, ETC

11 | IRONMONGERY

12 METALWORK

13 PLASTERING

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PHUTHADITJHABA LABOUR CENTRE

Item No		Quantity	Rate	Amount
	<u>BILL NO. 1</u>			
	<u>CABLING INFRASTRUCTURE</u>			
	<u>EXCAVATIONS</u>			
	<u>Allow for the excavation, backfilling compaction, risk of collapse, etc for the following trenches</u>			
1	Cables and sleeves: 600mm deep and 400mm wide in soft ground	m 350		
2	Cables and Sleeves: 600mm deep and 400mm wide in hard ground	m 20		
3	Cables and Sleeves: 600mm deep and 400mm wide in solid rock	m 10		
	<u>CABLING</u>			
	<u>4 Core 70mm2 Cu PVC SWA cable</u>			
4	Supply (Rate only)	m 1		
5	Install in cable trench (Rate only)	m 1		
6	Install in sleeve and on cable tray (Rate only)	m 1		
	<u>4 Core 50mm2 Cu PVC SWA cable</u>			
7	Supply (Rate only)	m 1		
8	Install in cable trench (Rate only)	m 1		
9	Install in sleeve and on cable tray (Rate only)	m 1		
	<u>4 Core 35mm2 Cu PVC SWA cable</u>			
10	Supply	m 100		
11	Install in cable trench (Rate only)	m 1		
12	Install in sleeve and on cable tray	m 100		
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	<u>CABLING INFRASTRUCTURE</u>			
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<u>Core 25mm2 Cu PVC SWA cable</u>					
13	Supply	m	50		
14	Install in cable trench	m	1		
15	Install in sleeve and on cable tray	m	50		
<u>4 Core 16mm2 Cu PVC SWA cable</u>					
16	Supply	m	120		
17	Install in cable trench (Rate only)	m	1		
18	Install in sleeve and on cable tray	m	120		
<u>4 Core 10mm2 Cu PVC SWA cable</u>					
19	Supply	m	50		
20	Install in cable trench (Rate only)	m	1		
21	Install in sleeve and on cable tray	m	50		
<u>4 Core 16mm2 Cu PVC SWA cable</u>					
22	Supply	m	120		
23	Install in cable trench (Rate only)	m	1		
24	Install in sleeve and on cable tray	m	120		
<u>4 Core 10mm2 Cu PVC SWA cable</u>					
25	Supply	m	50		
26	Install in cable trench (Rate only)	m	1		
27	Install in sleeve and on cable tray	m	50		
<u>4 Core 6mm2 Cu PVC SWA cable</u>					
28	Supply	m	50		
29	Install in cable trench (Rate only)	m	1		
30	Install in sleeve and on cable tray	m	50		
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<u>1 Core 4mm2 Cu PVC SWA cable</u>					
31	Supply (Rate only)	m	1		
32	Install in cable trench (Rate only)	m	1		
33	Install in sleeve and on cable tray (Rate only)	m	1		
<u>2 Core 16mm2 Cu PVC SWA cable</u>					
34	Supply (Rate only)	m	1		
35	Install in cable trench (Rate only)	m	1		
36	Install in sleeve and on cable tray (Rate only)	m	1		
<u>2 Core 10mm2 Cu PVC SWA cable</u>					
37	Supply (Rate only)	m	1		
38	Install in cable trench (Rate only)	m	1		
39	Install in sleeve and on cable tray (Rate only)	m	1		
<u>2 Core 6mm2 Cu PVC SWA cable</u>					
40	Supply	m	85		
41	Install in cable trench (Rate only)	m	1		
42	Install in sleeve and on cable tray	m	85		
<u>2 Core 4mm2 Cu PVC SWA cable</u>					
43	Supply (Rate only)	m	100		
44	Install in cable trench (Rate only)	m	1		
45	Install in sleeve and on cable tray (Rate only)	m	100		
<u>2 Core 2.5mm2 Cu PVC SWA cable</u>					
46	Supply (Rate only)	m	1		
47	Install in cable trench (Rate only)	m	1		
48	Install in sleeve and on cable tray (Rate only)	m	1		
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<u>PHUTHADITJHABA LABOUR CENTRE</u>					

<u>Cable terminations</u>		
49	4 Core 70mm ² Cu PVC SWA cable (Rate only)	No 1
50	4 Core 50mm ² Cu PVC SWA cable (Rate only)	No 1
51	4 Core 35mm ² Cu PVC SWA cable	No 2
52	4 Core 25mm ² Cu PVC SWA cable	No 2
53	4 Core 16mm ² Cu PVC SWA cable	No 4
54	4 Core 10mm ² Cu PVC SWA cable (Rate only)	No 1
55	4 Core 4mm ² Cu PVC SWA cable (Rate only)	No 1
56	4 Core 16mm ² Cu PVC SWA cable (Rate only)	No 1
57	4 Core 10mm ² Cu PVC SWA cable (Rate only)	No 1
58	4 Core 6mm ² Cu PVC SWA cable	No 4
59	4 Core 4mm ² Cu PVC SWA cable	No 8
60	4 Core 2.5mm ² Cu PVC SWA cable (Rate only)	No 1
<u>Bare copper wire</u>		
61	25mm ² BCEW (Rate only)	m 1
62	16mm ² BCEW	m 100
63	10mm ² BCEW	m 120
64	6mm ² BCEW	m 1
65	4mm ² BCEW	m 85
66	2.5mm ² BCEW	m 100
<u>Bare copper earth wire terminations</u>		
67	25mm ² BCEW (Rate only)	m 1
68	16mm ² BCEW (Rate only)	m 2
69	10mm ² BCEW	m 4

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PHUTHADITJHABA LABOUR CENTRE

	0mm2 BCEW (Rate only)	m	1		
71	4mm2 BCEW	m	8		
72	2.5mm2 BCEW	m	4		
	<u>Cable Trays - Light duty galvanised 100mm wide including hangers and supports as per suppliers requirements for a complete installation (Bandit type)</u>				
73	Supply	m	50		
74	Install	m	50		
	<u>100mm wide T-off</u>				
75	Supply	m	2		
76	Install	m	2		
	<u>100mm wide internal /External bend</u>				
77	Supply	m	2		
78	Install	m	2		
	<u>Cable trays - Light duty galvanised 150mm wide including hangers and supports as per suppliers requirements for a complete installation (Bandit type)</u>				
79	Supply	m	50		
80	Install	m	50		
	<u>150mm wide horizontal bends</u>				
81	Supply	m	2		
82	Install	m	2		
	<u>150mm wide T-off</u>				
83	Supply	m	2		
84	Install	m	2		
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150mm wide internal / external bend

85	Supply	No	2
86	Install	No	2
	<u>78mm x 78mm galvanised P8000 wiring trunking, complete with all hangers, covers, etc for a complete</u>		
87	Supply	m	100
88	Install	m	100
	<u>78mm x 78mm galvanised P8000 wiring trunking, complete with all hangers, covers, etc for a complete</u>		
89	Supply	m	100
90	Install	m	100
	<u>40mm x 40mm galvanised P2000 wiring trunking, complete with all hangers, covers, etc for a complete</u>		
91	Supply	m	10
92	Install	m	10

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Item No			Quantity	Rate	Amount
	<u>BILL NO.2</u>				
	<u>MANHOLE AND SLEEVES</u>				
	<u>Electrical infrastructure Sleeves</u>				
1	Supply	m	160		
2	Install	m	160		
	<u>110mm diameter HDPE Sleeves with 1.5mm2 galvanised draw wire</u>				
3	Supply	m	1		
4	Install	m	1		
	<u>110mm diameter HDPE Sleeves - 45 degrees bends</u>				
5	Supply (Rate only)	No	1		
6	Install (Rate only)	No	1		
	<u>75mm diameter HDPE Sleeves with 1.5mm2 galvanised draw wire</u>				
7	Supply	m	1		
8	Install	m	1		
	<u>75mm diameter HDPE Sleeves - 45 degrees Bends galvanised draw wire</u>				
9	Supply (Rate only)	No	1		
10	Install	No	1		
	<u>50mm diameter HDPE Sleeves with 1.5mm2 galvanised draw wire</u>				
11	Supply	m	140		
12	Install	m	140		
	<u>Carried to Collection</u>				
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	<u>MANHOLE AND SLEEVES</u>				
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<u>10mm diameter HDPE Sleeves with 45 degrees draw wire</u>			
13	Supply (Rate only)	No	1
14	Install (Rate only)	No	1
<u>Telephone and Data Infrastructure sleeves 110mm diameter HDPE Sleeves with 1,5mm2 galvanised draw wire</u>			
15	Supply	m	130
16	Install	m	130
<u>50mm diameter HDPE Sleeves with 1,5mm2 galvanised draw wire</u>			
17	Supply	m	150
18	Install	m	150
<u>110mm diameter HDPE Sleeves - 45 degrees Bends</u>			
19	Supply (Rate only)	No	1
20	Install (Rate only)	No	1
<u>50mm diameter HDPE Sleeves - 45 degrees</u>			
21	Supply (Rate only)	No	1
22	Install (Rate only)	No	1
<u>Electrical Manholes: Internal dimensions of 1000 x 1000 x 600mm complete with normal square single seal manhole cover (600 x 600mm) to be seated in 15mm mortar - See detail of manholes on single line layouts colour coding of sleeves within manhole to be done with matching PVA</u>			
23	Supply	m	5
24	Install	m	5
<u>Carried to Collection</u>			
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<u>MANHOLE AND SLEEVES</u>			
<u>PHUTHADITJHABA LABOUR CENTRE</u>			

Telephone / Data and security manholes Electrical
Manholes: internal dimensions of 1000 x 1000 x
600mm complete with normal round single seal
manhole cover casted - see detail of manhole on
single line layouts colour coding of sleeves within
manhole to be done with matching PVA

25	Supply	m	7
26	Install	m	7

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MANHOLE AND SLEEVES

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Item No			Quantity	Rate	Amount
	<u>BILL NO. 3</u>				
	<u>DISTRIBUTION BOARDS AND PANELS AS PER A2.1: SECTION: SCHEDULES OF LV</u>				
	<u>Distribution Boards (Normal & DB PK -1 (N&E)</u>				
	<u>DB - A (E)</u>				
1	Supply	No	1		
2	Install	No	1		
	<u>DB - B (E)</u>				
3	Supply	No	1		
4	Install	No	1		
	<u>DB - E (E)</u>				
5	Supply	No	1		
6	Install	No	1		
	<u>The supply of individual components for distribution boards and the installation thereof in boards with sufficient space for this (prices)</u>				
	<u>100A 1 Phase Electronic kwh meter</u>				
7	Supply (Rate only)	No	1		
8	Install (Rate only)	No	1		
	<u>The following in 5kA 1 P Circuit Breakers</u>				
	<u>5A - 20A</u>				
9	Supply (Rate only)	No	1		
10	Install (Rate only)	No	1		
	<u>Carried to Collection</u>				
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25A - 60A

11	Supply (Rate only)
12	Install (Rate only)

70A - 80A

13	Supply (Rate only)
14	Install (Rate only)

90A - 100A

15	Supply (Rate only)
16	Install (Rate only)

The following in 5kA 3 P Circuit Breakers

5A - 20A

17	Install (Rate only)
18	Supply (Rate only)

25A - 60A

19	Supply (Rate only)
20	Install (Rate only)

70A - 80A

21	Supply (Rate only)
22	Install (Rate only)

90A - 100A

23	Supply (Rate only)
24	Install (Rate only)

The following in 5kA 1 P + N Circuit Breakers

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ELECTRIC SUPPLY AND DISTRIBUTION
PHUTHADITJHABA LABOUR CENTRE

<u>5A - 20A</u>					
25	Supply (Rate only)	No	1		
26	Install (Rate only)	No	1		
<u>25A - 60A</u>					
27	Supply (Rate only)	No	1		
28	Install (Rate only)	No	1		
<u>70A - 80A</u>					
29	Supply (Rate only)	No	1		
30	Install (Rate only)	No	1		
<u>90A - 100A</u>					
31	Supply (Rate only)	No	1		
32	Install (Rate only)	No	1		
<u>Switch disconnecter 5kA</u>					
<u>60A - 1P</u>					
33	Supply (Rate only)	No	1		
34	Install (Rate only)	No	1		
<u>100A 1P</u>					
35	Supply (Rate only)	No	1		
36	Install (Rate only)	No	1		
<u>60A 3P</u>					
37	Supply (Rate only)	No	1		
38	Install (Rate only)	No	1		
<u>100A 3P</u>					
39	Supply (Rate only)	No	1		
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				R	

Install (Rate only)

No

1

The following in 30 mA Earth Leakage Protection

1P + N 63A without overload

41 Supply (Rate only)

No

1

42 Install (Rate only)

No

1

1P + N 30A to 60A with overload

43 Supply (Rate only)

No

1

44 Install (Rate only)

No

1

1P + N 80A - 100A with overload

45 Supply (Rate only)

No

1

46 Install (Rate only)

No

1

100A 3Phase CVS 100F 15 kA C/W

47 Supply (Rate only)

No

1

48 Install (Rate only)

No

1

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ELECTRIC SUPPLY AND DISTRIBUTION

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ELECTRIC SUPPLY AND DISTRIBUTION

PHUTHADITJHABA LABOUR CENTRE

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BILL NO. 4**LIGHTNING PROTECTION****Lightning Protection****Supply and Install the following:**

1	Alm, alloy roof conductor (Rate only)	m	1
2	Alm, alloy brackets	No	10
3	Alm, alloy loops	No	7
4	Alm, alloy down conductor	m	40
5	Test connectors	No	10
6	50mm ² PVC insulated conductor	m	35
7	Earth rods 1200mm with 16mm diameter	No	13
8	20mm Diameter galvanised conduit 2,5m with 3-spaces	No	5
9	20mm Diameter galvanised conduit 1m in concrete	No	5
10	20mm Diameter galvanised conduit in wall	No	55
11	Excavation	m ³	3
12	Backfilling	m ³	3
13	Test of installation	Item	

SPECIAL ITEMS

Items not specifically mentioned but, which tenderers want listed separately and required for complete installation

14	Record drawings of complete LV installation	No	5
15	Operation and maintenance manuals	No	5
16	TESTING OF COMPLETE	Item	

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LIGHTNING PROTECTION

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PROVISIONAL COST ITEMS

- 17 Municipal Connection
- 18 Profit
- 19 Attendance

Item

Item

Item

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- 1 CABLING INFRASTRUCTURE
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BILL NO. 1

LIGHT CONDUITS

THE FOLLOWING IN LIGHTS CIRCUITS

20mm Diameter conduit wall mounted

1	Supply	m	450		
2	Install	m	450		

20mm Diameter conduit ceiling mounted

3	Supply	m	1 650		
4	Install	m	1 650		

2.5mm² PVC insulated conductor

5	Supply	m	4 480		
6	Install	m	4 480		

2.5mm² earth conductor

7	Supply	m	2 240		
8	Install	m	2 240		

76mm Diameter round ceiling box with 20mm diameter conduit

9	Supply	No	190		
10	Install	No	190		

Single lever one way switch with white cover plate and 100 x 50 x 50mm recessed galvanised wall box with base at 1400mm AFFL on emergency power

11	Supply	No	13		
12	Install	No	13		

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LIGHT CIRCUITS

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<u>Occupancy sensor with AC 3 rating</u>			
13	Supply	No	30
14	Install	No	30
<u>16A Industrial type photo cell switch as per specifications</u>			
15	Supply	No	4
16	Install	No	4
<u>5A Socket outlets</u>			
17	Supply	No	106
18	Install	No	106
<u>Single lever two way switch cover plate and 100 x 50 x 50mm recessed galvanised wall box with base at 1400mm AFFL on emergency power</u>			
19	Supply	No	6
20	Install	No	6
<u>Two lever one way switch white cover plate and 100x50x50mm recessed galvanized wall box with base at 1400mm AFFL on emergency power.</u>			
21	Supply (Rate only)	No	1
22	Install (Rate only)	No	1
<u>Three lever one way switch white cover plate and 100 x 50 x 50mm recessed galvanized wall box with base at 1400mm AFFL on emergency power</u>			
23	Supply (Rate only)	No	1
24	Install (Rate only)	No	1
<u>Section No. 4</u>			
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<u>LIGHT CIRCUITS</u>			
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LIGHT CIRCUITS

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BILL NO. 2

LIGHT LUMINAIRES

2W136 - Wall mounted outdoor weatherproof decorative bulkhead fitting with IP65 rating, high pressure die-cast aluminium base, high impact clear prismatic acrylic diffuser, electronic class A2 ballast complete with 8W LED lamp and control gear. Cat No.: 41 BULKHEAD LED 8W Prismatic-clear or similar and approved.

1 Supply

No 34

2 Install

No 34

3D174 - Recessed down lighter

3 Supply (Rate only)

No 1

4 Install (Rate only)

No 1

3R174 - Decorative recessed type, 1.2m, 4tube

5 Supply

No 1

6 Install

No 1

3R113 - Decorative recessed type, 600 x 600mm LED

7 Supply

No 47

8 Install

No 47

3S461 - 1.2m 2-tube LED luminaires complete

9 Supply

No 10

10 Install

No 10

3S458/400 - Ceiling mounted decorative bulkhead

11 Supply

No 7

12 Install

No 7

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LIGHT LUMINAIRES

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2S145 - 1.2m 2Tube LED fitting with IP65

13 Supply

14 Install

No 7

No 7

S1O230 - Outdoor weatherproof symmetrical

15 Supply

No 2

16 Install

No 2

Type 3W003 - Ceiling mounted emergency maintained

17 Supply

No 4

18 Install

No 4

Type 3S456 - 1.2m 1-tube LED luminaire complete

19 Supply (Rate only)

No 1

20 Install (Rate only)

No 1

Type 2W137 - wall mounted decorative bulkhead

21 Supply (Rate only)

No 1

22 Install (Rate only)

No 1

Type 3R114 - Decorative recessed type, clean, stylish

23 Supply (Rate only)

No 1

24 Install (Rate only)

No 1

Type 3R115 - Decorative recessed type, clean, stylish

25 Supply (Rate only)

No 1

26 Install (Rate only)

No 1

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LIGHT LUMINAIRES

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LIGHT LUMINAIRES

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LIGHT LUMINAIRES

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Item

BILL NO. 3**SOCKET CIRCUITS****20mm diameter conduit recessed wall mounted**

1 Supply

m 350

2 Install

m 350

20mm Diameter conduit recessed floor mounted

3 Supply

m 1 300

4 Install

m 1 300

4mm2 PVC insulated conductor

5 Supply

m 3 550

6 Install

m 3 550

2.5mm2 earth conductor

7 Supply

m 1 775

8 Install

m 1 775

Type SNEW1 - 16A 3pin switched single socket with 3pin switched Euro socket outlet with red cover plate and 100x100x50mm recessed galvanized wall box with base at 400mm AFFL on emergency power

9 Supply

No 16

10 Install

No 16

Type SNEW2 - 16A 3pin switched single socket with 3pin switched Euro socket outlet with red cover plate and 100x100x50mm recessed galvanized wall box with base at 1200mm AFFL on emergency power.

11 Supply

No 6

12 Install

No 6

Carried to Collection**Section No. 4****Bill No. 3****SOCKET CIRCUITS****PHUTHADITJHABA LABOUR CENTRE**

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<u>Type SNEW3 - 16A 3pin switched single socket with 3pin switched Euro socket outlet with red cover plate and 100x100x50mm recessed galvanized wall box with base at 2000mm AFFL on emergency power.</u>			
13	Supply (Rate only)	No	1
14	Install (Rate only)	No	1
<u>Type SWEW1 - 16A 3pin switched single socket with 3pin switched Euro socket outlet with red cover plate and 100x100x50mm recessed galvanized wall box with base at 1200mm AFFL on emergency power.</u>			
15	Supply (Rate only)	No	1
16	Install (Rate only)	No	1
<u>Type SDEP4 - 16A 3pin Dedicated switched single socket outlet with red cover plate on power skirting on emergency power</u>			
17	Supply	No	68
18	Install	No	68
<u>Type SEEP4 - 16A 3-pin switched Euro socket outlet with red cover plate on power skirting on emergency power.</u>			
19	Supply	No	32
20	Install	No	32
<u>Type SNEP4 - 16A 3pin Normal switched single socket outlet with red cover plate on power skirting on emergency power</u>			
21	Supply	No	36
22	Install	No	36
<u>Type SUUP4 - 16A 3pin dedicated switched single socket outlet with blue cover plate on power skirting on UPS power.</u>			
23	Supply (Rate only)	No	1
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	Install (Rate only)	No	1
	<u>Type SDEW3 - 16A 3pin dedicated switched single socket with 3pin switched Euro socket outlet with red cover plate and 100x100x50mm recessed galvanized wall box with base at 2400mm AFFL on emergency power.</u>		
25	Supply (Rate only)	No	1
26	Install (Rate only)	No	1
	<u>2 Channel 3 compartment power</u>		
27	Length	m	176
28	Bends	No	6
29	End caps	No	66
	<u>RJ-45 Outlets in power skirting</u>		
30	Supply	No	68
31	Install	No	68
	<u>RJ-11 Outlets in power skirting</u>		
32	Supply	No	1
33	Install	No	1
	<u>The following in special power points</u>		
	<u>20mm Diameter conduit surface mounted in ceiling</u>		
34	Supply	m	550
35	Install	m	550
	<u>20mm Diameter conduit recessed in wall</u>		
36	Supply	m	130
37	Install	m	130
	<u>Carried to Collection</u>		
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<u>76mm Diameter round surface wall box for 20mm ø conduit</u>				
38	Supply	m	30	
39	Install	m	30	
<u>4mm2 PVC insulated conductor</u>				
40	Supply	m	1 450	
41	Install	m	1 450	
<u>2.5mm2 Earth conductor</u>				
42	Supply	m	725	
43	Install	m	725	
<u>AC62 - 60A double pole isolator with white cover plate in 100x100x50mm extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit and 2m flexible conduit in ceiling void within 1m from unit on emergency power</u>				
44	Supply	No	17	
45	Install	No	17	
<u>HWC62 - 60A double pole isolator with white cover plate in 100x50x50mm extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit and 2m flexible conduit in ceiling void within 1m from unit on emergency power.</u>				
46	Supply	No	2	
47	Install	No	2	
<u>FP22 - 20A double pole isolator with white cover plate in 100x50x50mm recessed galvanized wall box with base at 2000mm AFFL with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit and 65mm ø galvanized round box outlet at 1600mm AFFL on normal power.</u>				
48	Supply (Rate only)	No	1	
49	Install (Rate only)	No	1	
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<u>SP.EQ (ceiling void) - BE - 20A Double pole surface mounted isolator on emergency power with red cover plate and extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit in ceiling void within 1m from unit</u>			
50	Supply	No	4
51	Install	No	4
<u>SP.EA (ceiling void) -AE - 20A Double pole surface mounted isolator on emergency power with red cover plate and extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit in ceiling void within 1m from unit</u>			
52	Supply (Rate only)	No	3
53	Install (Rate only)	No	3
<u>SP.EA (ceiling void) EE - 60A Double pole surface mounted isolator (Load up to 55A) on emergency power with red cover plate and extention box with 2x10mm² PVC conductors + 1x4mm² BCEW in 25mm ø conduit in ceiling void within 1m from unit</u>			
54	Supply	No	1
55	Install	No	1
<u>SP.EA (ceiling void) FE - 45A Triple pole surface mounted isolator (Load up to 20A) on emergency power with red cover plate and extention box complete with 3x4mm² PVC conductors + 1x2.5mm² BCEW in 25mm ø conduit in ceiling void within 1m from unit</u>			
56	Supply (Rate only)	No	1
57	Install (Rate only)	No	1
<u>SP.EQ (ceiling void) AE - 5A unswitched socket on emergency power connected to local light circuit with red cover plate complete with 2x2.5mm² PVC conductors + 1x1.5mm² BCEW in 20mm ø conduit in ceiling void within 1m from unit</u>			
58	Supply	No	1
59	Install	No	1
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<u>SOCKET CIRCUITS</u>			
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20A Double pole surface mounted isolator on emergency power with red cover plate and extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit in ceiling void within 1m from unit

60	Supply	No	1
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61	Install	No	1
----	---------	----	---

60A Double pole surface isolator (Load up to 40A) mounted in weatherproof "york" box on emergency power with red cover plate complete with 2x6mm² PVC conductors + 1x4mm² BCEW in 20mm ø conduit on wall within 1m from unit

62	Supply (Rate only)	No	1
----	--------------------	----	---

63	Install (Rate only)	No	1
----	---------------------	----	---

30A Double pole surface mounted isolator on emergency power with red cover plate and extention box with 2x4mm² PVC conductors + 1x2.5mm² BCEW in 20mm ø conduit in ceiling void within 1m from unit

64	Supply (Rate only)	No	1
----	--------------------	----	---

65	Install (Rate only)	No	1
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66	Electrical connection of special power	No	28
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SOCKET CIRCUITS

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SOCKET CIRCUITS

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SOCKET CIRCUITS

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BILL NO.4

CONDUITS

100 X 50 X 50mm Recessed galvanised wall box with coverplate

1	Supply	No	15
2	Install	No	15

100x100x50mm recessed galvanized wall box with coverplate

3	Supply	No	10
4	Install	No	10

76mm ø round surface wall box for 25mm ø conduit

5	Supply	No	60
6	Install	No	60

25mm ø PVC conduit with draw wire in wall:

7	Supply	m	210
8	Install	m	210

25mm ø PVC conduit with draw wire in concrete:

9	Supply	m	50
10	Install	m	50

25mm ø PVC conduit with draw wire in ceiling:

11	Supply	m	1 700
12	Install	m	1 700

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CONDUITS

PHUTHADITJHABA LABOUR CENTRE

Quantity

Rate

Amount

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BILL NO. 5

SPECIAL ITEMS

Items not specifically mentioned but, which tenderers want listed separately and required for complete installation - refer to specifications

1	(a) Labelling of cables as per specification	m	3
2	(b) Maintenance guarantee labelling on distribution boards as per specifications	No	2
3	(c) A4 legend cards for distribution boards as per specifications	No	2
4	(d) Phosphor Luminous Electrical Safety signage (yellow triangle containing the flash sign) for distribution boards as per specifications	No	2
5	(e) Tracing and re-routing of existing services as per specifications	Item	
6	(f) Labelling of distribution boards as per specifications	No	2
7	(g) Record drawings of complete LV Installation	No	3
8	(h) Operation and Maintenance Manuals	No	3

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SPECIAL ITEMS

PHUTHADITJHABA LABOUR CENTRE

Quantity

Rate

Amount

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BILL NO. 6

TESTING ON INSTALLATION

- | | |
|---|--|
| 1 | Testing and Commissioning of the Complete Electrical Installation System |
|---|--|

Quantity

Rate

Amount

Item

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Bill No. 6

**TESTING OF COMPLETE ELECTRICAL INSTALLATION
PHUTHADITJHABA LABOUR CENTRE**

**BILL NO.1****SITEWORKS, ETC (PROVISIONAL)****Site clearance**

- 1 Clear the whole area of the site to be built upon including the removal of small shrubs and trees with a trunk not exceeding 200mm girth measured 1m above ground level

m2 189

Open face excavation over sloping site

- 2 Open face excavation to form platform under buildings, etc.

m3 223

Extra over all excavations for carting away

- 3 Surplus material from stock piles on site to a dumping site to be located by the contractor

m3 223

Earth filling supplied by the contractor under buildings, pavings, etc.

- 4 G5 material in accordance with SABS 1200 DM compacted to 95% Mod AASHTO density

m3 372

Compaction tests

- 5 "MOD ASSHTO DENSITY" test

No 5

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Bill No. 1

SITE CLEARANCE (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

BILL NO.2**SOIL DRAINAGE, STORM WATER DRAINAGE & WATER SUPPLY (PROVISIONAL)****SUPPLEMENTARY PREAMBLES****Stormwater channels**

Descriptions of channels shall be deemed to include all necessary excavation and disposal of surplus material

Gratings, covers, etc

Gratings, covers, etc shall be as manufactured by "Besaans du Plessis Foundries" or other approved, unless otherwise described

uPVC pressure pipes and fittings

Pipes for water supply shall be of the class stated

Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

HDPe (high density polyethylene) pipes and fittings

Pipes shall be type IV and of the class specified with "Plasson" or "Alprene" compression fittings

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SOIL DRAINAGE, STORM WATER (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

Quantity

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Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 63mm, only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Disinfection of water pipework

All water pipework is to be disinfected in accordance with SABS 1200L

Excavations

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

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200L : Medium-pressure pipelines

SABS 1200LD : Sewers

SABS 1200LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes)

Unless otherwise described bedding of rigid pipes shall be class C bedding

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SOIL DRAINAGE, STORM WATER (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

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General

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Modified AASHTO density and disposal of surplus material on site

As-built drawings

Where required, the contractor shall at all times keep an updated set of "as-built" drawings. At completion of the contract the contractor shall hand these drawings to the architect for reproducing onto the originals for handing over to the employer (Provision for allowance of as-built drawings elsewhere)

Revamping existing concrete V-drain stormwater channel

1	Breaking out and removing damaged stormwater drain	m3	2
2	Compaction of ground surface under V-drains etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	15
3	Type 193 fabric reinforcement in concrete surface beds, aprons, etc	m2	15
4	Concrete V-drain not exceeding 150mm thick	m2	15

Revamping existing paved aprons

5	Grabbing out and removing existing damaged 60mm paving block apron	m2	30
6	Compaction of ground surface under pavings etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	30

Paving of 100 x 200mm grey interlocking concrete paving blocks with butt joints on 25mm sand and with sand swept into joints

7	60mm Thick paving to parking areas, roadways, etc to falls	m2	30
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SOIL DRAINAGE, STORM WATER (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

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Revamping existing portable water reticulation

- | | | | |
|---|---|---|----|
| 8 | Removing existing 25mm diameter HDPE in ground including all necessary excavation not exceeding 1000mm deep | m | 21 |
| 9 | 25mm Diameter galvanised mild steel in ground (no excavation), including all necessary backfilling | m | 21 |

Revamping existing sewerline not exceeding 150mm diameter

- | | | | |
|----|--|----|----|
| 10 | Clean existing sewerline with high pressure water jet | m | 80 |
| 11 | CCTV camera inspection of existing 110mm sewer pipe | m | 80 |
| 12 | Excavate for and removing 110mm diameter sewerline not exceeding 1500mm deep | m | 40 |
| 13 | 110mm Diameter uPVC pipe (no excavation) including all necessary backfilling | m | 40 |
| 14 | Clean masonry manholes not exceeding 1500mm deep invert level | No | 6 |

Earth filling supplied by the contractor under piping

- | | | | |
|----|--|----|----|
| 15 | Base course of G5 material bedding to pipeline in accordance with SABS 1200 ME, stabilised with lime (stabilization elsewhere) and compacted to 95% Mod AASHTO density | m3 | 12 |
|----|--|----|----|

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SOIL DRAINAGE, STORM WATER (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

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SOIL DRAINAGE. STORM WATER (PROVISIONAL)

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SOIL DRAINAGE. STORM WATER (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

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BILL NO.3

ROADS AND PAVING (PROVISIONAL)

ROADWORK

Testing of material and filling

Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series

Site clearance

- 1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc

m2 426

Open face excavation over sloping site

- 2 Open face excavation to form platforms under parking areas etc and depositing excavated material over site, including haulage not exceeding 1km from perimeter of excavations

m3 43

Extra over all excavations for carting away

- 3 Surplus material from stock piles on site to a dumping site to be located by the contractor

m3 43

Keeping excavations free of water

- 4 Keeping excavations free of water other than subterranean water

Item

Earth filling supplied by the contractor under parking areas, roadways, etc

- 5 Base course of G5 material in accordance with SABS 1200 ME, stabilised with lime (stabilization elsewhere) and compacted to 95% Mod AASHTO density

m3 43

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ROADWORKS, PARKING AREA, ETC. (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

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Compaction of surfaces

- 6 Compaction of ground surface under pavings etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density

m2 426

Weedkiller mixed and applied as recommended by the manufacturers

- 7 Under pavings

m2 426

Approved interlocking grey paving blocks with butt joints on 25mm sand and with sand swept into joints

- 8 80mm Pavers to parking areas, roadways, etc to falls

m2 426

Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing

- 9 120 x 300mm High kerbs(SABS 927 fig 8a) with 150 x 150 x 300mm unreinforced concrete haunching at back of each joint, including excavation, backfilling, etc

m 104

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ROADWORKS, PARKING AREA, ETC. (PROVISIONAL)
PHUTHADITJHABA LABOUR CENTRE

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Bill No. 3

ROADWORKS, PARKING AREA, ETC. (PROVISIONAL)

COLLECTION

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Bill No. 3

ROADWORKS, PARKING AREA, ETC. (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

R

BILL NO.4**FENCING, SCREENWALLS, RETAINING WALLS, ETC. (PROVISIONAL)**

NOTE: Tenderers are advised to study the Preambles for Trades before pricing this bill

NOTE: All excavations are measured as being in "earth"

and/or filling compacted to 98% modified AASHTO density

NOTE: All galvanised work are measured as being hot-dip

galvanised with 45 micron thick galvanising in accordance with SABS 763

ALTERATIONS

- 1 Remove existing palisade fence

m 234

METALWORK

Hot-dip galvanised welded mesh security fence in 3.050mm wide panels fixed to corner and intermediate posts (elsewhere measured) with and including M8 secure bolts, and shear nuts at 381 centres, all in accordance with the manufacturer's instructions, including all necessary site clearance and preparation of ground

- 2 2400mm High fence

m 234

- 3 101,6mm Diameter x 4,5mm thick galvanised post 2400mm and including 103mm diameter x 2,58mm thick x 1300mm high PVC sleeve cast in concrete base (elsewhere measured)

No 78

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Section No. 5

Bill No. 4

FENCING (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

R

Hot-dip galvanised security gates

- 4 Double gate size 5600 x 2100mm high overall in two equal leaves
- 5 Concrete bases including all necessary excavation, etc.

No 2

m3 23

BOUNDARY, SCREEN WALLS, ETC

THE FOLLOWING IN SCREEN WALL, ETC

Excavation in earth not exceeding 2m deep

- 6 In strip footings not exceeding 2,0m deep

m3 8

Risk of collapse of excavations

- 7 Sides of excavations not exceeding 1,5m deep

m2 24

Keeping excavations free of water

- 8 Keeping excavations free of all water other than subterranean water

Item

20 MPa 19mm Concrete in

- 9 Strip footings

m3 3

FOUNDATIONS

Brickwork of NFX bricks in class I mortar

- 10 One brick walls

m2 2

- 11 In piers

m3 1

SUPERSTRUCTURE

Brickwork of NFP bricks in class II mortar

- 12 One brick screen wall

m2 27

- 13 In piers

m3 2

EXTERNAL PLASTER

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Bill No. 4

FENCING (PROVISIONAL)

PHUTHADITJHABA LABOUR CENTRE

R

1:5 Cement plaster on brickwork

14	On walls	m2	54
15	On narrow widths	m2	4

PAINTWORK, ETC TO NEW WORK

ON FLOATED PLASTER

One coat primer and two coats external quality PVA emulsion paint

16	On external walls	m2	58
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RETAINING WALL

Precast concrete wall blocks laid to manufacturer's instructions

17	Retaining wall not exceeding 500mm thick	m2	54
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Carried to Collection

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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS



HEALTH AND SAFETY SPECIFICATION

TITLE: Phuthaditjhaba Labour Centre Repair and Renovations

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1. INTRODUCTION

The aim of the Safety, Health and Environmental (SHE) specification is to provide contractor/s and suppliers/national contractors with the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for SHE.

Establishes the manner in which the contractor is to manage SHE risks in the execution of the contract, and establishes the manner in which the Employer's Health and Safety Agent (BM SHEQ Consultants) will interact with the contractor.

This also provides the contractor with awareness of the risks relating to the scope of work, the project site as well as the project specific SHE and the Phuthadijhaba requirements that they need to adhere to in order to demonstrate their commitment towards the zero harm of the environment and persons working on site and/or visiting the site.

Phuthadijhaba Labour Centre-Repair and Renovations Project strives to exceed the minimal SHE standards prevailing throughout construction projects and requires full commitment from all parties to be pro-active and actively achieve best SHE business practice. The SHE Specification shall be included with the tender enquiry documentation to ensure that the tenderer is timeously made aware of:

- Phuthadijhaba Labour Centre-Repair and Renovations Project's requirements, including Information that might affect the health and safety of any person at work whether directly or indirectly;
- Activities that may have an impact on the direct and surrounding environment.

The Principal Contractor and their sub-contractors are expected to develop a SHE plan which meets these requirements as well as the relevant applicable legislation. This specification may not thoroughly address all hazards and aspects associated with any specialised activity or operation. In such situations, contractors shall be responsible for developing their own health and safety plans/procedures/manuals/work instructions to adequately address their specialised activities and scope of operation.

2. SUPPORTING CLAUSES

2.1 Scope

This specification sets out the minimum legislative and organisational requirements for construction work that is specific to the scope of work, site and type of project which include but not limited to:

- Replacement of roof- working at height
- Sewer reticulation
- Painting
- Perimeter fencing
- Installation of water tank
- Pavement
- Tilling
- Deep excavation
- Street work

2.2 Purpose

Indicate to all potential types of contractors the SHE requirements on the project, upon which their planning for the management of SHE will be based on and thus produce their SHE plan.

2.3 Applicability

This specification is applicable to all Principal contractors, contractors, service providers, suppliers and all the activities and processes carried out for and on behalf of Department of Public Works where construction work is performed. For best practice reasons, where the work scope does not fall within the definition of Construction Regulations 2014 this specification shall also apply as a minimum.

2.4 Effective date

This specification shall be implemented from date of approval.

3. NORMATIVE/INFORMATIVE REFERENCES

Parties using this specification shall apply the most recent edition of the documents listed below.

3.1 Normative

- [1] Safety, Health, Environment and Quality Policy
- [2] Life-saving Rules Standard
- [3] Waste Management Procedure
- [4] Vehicle & Driver Safety Management Procedure
- [5] Substance Abuse
- [6] Phuthaditjhaba Labour Centre-Repair and Renovations Project Fire Risk Management
- [7] Contractor Health and Safety Requirements
- [8] Phuthaditjhaba Labour Centre-Repair and Renovations Project Environmental, Occupational Health and Safety Incident Management procedure
- [9] Phuthaditjhaba Labour Centre-Repair and Renovations Project Vehicle and Driver Safety Management
- [10] Working from Heights Procedure
- [11] Personal Protective Equipment for work at Heights Specification
- [12] Procedure Manual for Performing Occupational Health and Safety Management and Environmental Management: Conducting EH&S Risk Assessment
- [13] Emergency Planning
- [14] Behaviour Safety Observation Procedure
- [15] Occupational Health and Safety Act and Regulations No 85 of 1993
- [16] Construction Regulations of 2014 or latest edition as per government gazette.
- [17] Mine Health and Safety Act, Act 29 of 1996
- [18] Safe use of Lifting Machines
- [19] Phuthaditjhaba Labour Centre-Repair and Renovations Project Smoking Policy
- [20] National Environmental Management Act No 107 of 1998
- [21] National Environmental Management Waste Act 59 of 2008
- [22] Access Control at Phuthaditjhaba Labour Centre-Repair and Renovations Project Premises
- [23] Phuthaditjhaba Labour Centre-Repair and Renovations Project PPE Specification
- [24] All relevant South African legislation-provincial, municipal by-laws
- [25] Hazard identification, risk assessment and determining controls
- [26] Legal and other requirements
- [27] Objectives and programmes
- [28] Roles and Responsibilities
- [29] Competency, Training and Awareness

- [30]Communication, Consultation and Participation
- [31]Control of documents
- [32]Operational control
- [33]Emergency preparedness and response
- [34]H&S Monitoring and Measurement
- [35]Internal audit standard
- [36]Health and safety training and awareness
- [37]Legal and Other Requirements Compliance Evaluation
- [38]Incident Investigation, Non-conformity, Corrective and Preventive Action
- [39]Control of Records
- [40]Document management requirements
- [41]Health and Safety Management review

3.2 Informative

Note: *The following is a list of documents that can be used as a guide in order to meet legal and Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements*

- [1] OHSAS 18001:2007, Occupational Health and Safety Management Systems-Requirements
- [2] ISO 9001: 2015 Quality Management Systems- Requirements
- [3] ISO 14001:2004, Environmental Management Systems Specification with guidance for use
- [4] Relevant South African National Standards for the task/Project.

4. DEFINITIONS

Agent: means a competent person who acts as a representative for a client.

Baseline risk assessment: baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business.

Client: any person for whom construction work is being performed.

Competent Person: means: a person who has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

Construction Manager: means a competent person responsible for the management of the physical construction processes and the co-ordination, administration and management of resources on a construction site.

Construction site: means a work place where construction work is being performed

Construction Work: means any work in connection with:

- The construction, erection, alteration, renovation, repair, demolition or dismantling of, or addition to, Building or any similar structure;
- The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runaway, 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 as defined in section 1 of the Act who performs construction work and includes principal contractors. In relation to this document, where the word “contractor” is used, it will mean all or some of the following: principal contractors, appointed contractors, suppliers, vendors, service providers and consultants

Critical Lifts: There are five categories for which a lift can be defined as a Critical Lift; (1) any lift weighing in excess of 20 tons, (2) any lift involving a crane suspended work platform (man cage),(3) any lift over critical operating and/or process equipment and (4) any lift that exceeds 85 % of the crane’s load chart (5) any lift that utilizes more than one lifting device (Tandem Lift).(6) Load transfers.(7) night lifting.

Designer: means any of the following persons:

A competent person who:

- Person who prepares a design
- Person who checks and approves a design
- Person who arranges for any person at work under his/her control to prepare a design,including an employee of that person where he or she is the employer, or designs temporary work, including its components,
- An architect or engineer contributing to, or having overall responsibility for, the design
- A Building services engineer designing details for fixed plant
- A Surveyor specifying articles or drawing up specifications
- A Contractor carrying out design work as part of a design and building project, or an interior designer, shop-fitter or landscape architect.

Phuthaditjhaba Labour Centre-Repair and Renovations Project Requirements:

Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements which evolve from directives, policies, standards, procedures, specifications, work instructions, guidelines or manuals

Fall Protection Plan: means a documented plan which includes and provides for: All risks relating to working from a fall risk position, considering the nature of work undertaken, the procedures and methods to be applied in order to eliminate the risk of falling, and a rescue plan and procedures.

Hazard: means a source of, or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

Medical surveillance: means a planned programme or periodic examination (which may include clinical examinations, biological monitoring, or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner

Method Statement: is a written document detailing work procedures and sequences of operations.

On Site/ Site: Any workplace where the contractor or his employees performs contract related work.

Planned Task Observation: is an independent observation made during the planned period in which the task is being executed.

Pre-Task Risk Assessment (DSTI): a meeting which is held prior to the commencement of the day's work with all relevant personnel associated with the work task in attendance.

Risk: the probability that injury or damage will occur.

Risk Assessment: means a programme 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.

Safety Health and Environmental file: means a file or other record in permanent form, containing the information on the SHE management system during construction including all information relating to construction phase after the handover to Client.

Safety, Health and Environmental Plan: means a written plan that addresses hazards identified during the risk assessment process as well as the identified impacts in the SHE specification. This would typically include safe work procedures to mitigate, reduce or control the hazards identified and is specific to each construction project undertaken. This is usually compiled by the Principal Contractor or contractor and approved by the Client/Agent for which contracting work will be performed.

Safety, Health and Environmental (SHE) Specification: including the base line risk assessment: means a documented specification of significant residual SHE requirements for a construction site, which a competent and resourced Principal Contractor or sub-contractor would not have been aware of. This is to ensure the health and safety of employees and the direct and indirect communities, as well as duty of care for the environment. The Client/Agent compiles the SHE specification which shall be specific to each construction project.

Safe Work Procedures: Safe work procedures are a series of specific steps that guide a worker through a task from start to finish in a chronological order. Safe work procedures are designed to reduce the risk by minimizing potential exposure.

5. ABBREVIATIONS

COIDA Compensation for Occupational Injuries and Diseases Act

CR Construction Regulations 2014

DMR Driven Machinery Regulations

DOL Department of Labour

DPW Department of Public Works

DSTI Daily Safety Task Instruction

ECO Environmental Control Officer

EMP Environmental Management Plan

GSR General Safety Regulations

HCS Hazardous Chemical Substances

HIRA Hazard identification and risk assessment



HV	High Voltage
JSA	Job Safety Analysis
LTIR	Lost Time Incident Rate
LV	Low Voltage
MHSA	Mine Health and Safety Act (Act No. 29 of 1996)
NEC	New Engineering Contract
NEMA	National Environmental Management Act
NWA	National Water Act (Act No. 36 of 1996), as amended
NQF	National Qualifications Framework
OHNP	Occupational Health Nursing Practitioner
OHSA	Occupational Health and Safety Act No. 83 of 1993
OHS	Occupational Health and Safety
ORHVS	Operating Regulations for High Voltage Systems
PPE	Personal Protective Equipment
PTO	Planned Task Observations
RoD	Record of Decision
SACPCMP	South African Council for the Project & Construction Management Professions
SAQA	South African Qualifications Authority.
SHE	Safety, health, and environment
TETA	Transport Education Training Authority

6. ROLES AND RESPONSIBILITIES

6.1 Commitment

Visible commitment is essential in providing a safe work environment. Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day operations, in particular SHE aspects of any project / contract. Legislation requires that each employee must take reasonable care of themselves and their fellow workers, being it management down to the lowest level employee.

6.2 Designers

Designers should ensure that when they design for construction work, they consider foreseeable health and safety risks during construction and eventual maintenance and cleaning of the structure in the balance with other design considerations, such as aesthetics and cost. They should apply the hierarchy of risk control. This means designers need to identify the hazards inherent in carrying out the construction work and where possible alter the design to avoid them. If the hazards cannot be removed by design changes, the designer should minimize the risks and provide information about the risks that remain.

They should describe any matters that require particular attention by a contractor. Enough information should be provided to alert contractors and others to matters which they could not be reasonably expected to know about.

6.3 Principal Contractor's accountabilities for their Sub-Contractors

- In the event that the Principal Contractor needs to introduce a sub-contractor, the Principal Contractor must first inform DPW. Such sub-contractors must, in every respect, meet the DPW's SHE requirements.
- Should the Principal Contractor appoint a sub-contractor, then the principal contractor will have the same role and responsibility in relation to the sub-contractors, in a similar way as DPW has to the principal contractor.

- The Principal Contractor is directly accountable for the actions of his contractors. The Principal Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- The Principal Contractor shall ensure that the contractors appointed have the necessary competencies and resources to perform the work safely.
- The Principal Contractor shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide DPW/agent with a SHE plan for review.
- The Principal Contractor shall carry out audits on the contractor at least monthly to ensure that their SHE plan is being implemented and maintained.
- DPW/Agent and/or the Principal Contractor shall stop any contractor from executing construction work which poses a threat to the safety and health of persons or the environment or if it does not comply with the approved SHE plan.
- The Principal Contractor shall have a disciplinary process and an organisational structured procedure to deal with employees who have transgressed organisational and legal requirements.
- The Principal Contractor's Construction Manager/Supervisor shall provide a list of names and contact telephone numbers of all his employees as well as the contractor employees on site. This list shall be updated as and when new contractors commence on site.
- The Principal Contractor's Construction Manager/Supervisor shall keep a record of all employees including the contractor employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the relevant officials. These records shall be filed in the SHE File.
- The Principal Contractor shall ensure that his managers and supervisors give clear and unambiguous instructions for the work in hand to the personnel for whom they are responsible for. The instructions shall include, but not necessarily be limited to:
 - description of the objective/scope of work
 - sequence of work/method statements
 - hazard identification and risk assessment (prior to commencement of work)
 - Precautionary/preventative measures that are to be taken.
 - Identification of sensitive features that may be impacted upon by the project.
- Employees are responsible for their own health and safety and that of their co-workers in their respective areas of work on the project. They must be made aware of their responsibilities during induction and awareness sessions some of which are:
 - Familiarizing themselves with their workplaces and health and safety procedures.
 - Working in a manner that does not endanger them or cause harm to others.
 - Keeping their work area tidy.
 - Reporting all incidents/accidents and near misses
 - Protecting fellow workers from injury.
 - Reporting unsafe acts and unsafe conditions.
 - Reporting any situation that may become dangerous.
 - Carrying out lawful orders and obeying health and safety rules.
 - Declaring to the employer if taking medication which may have intoxicating effects.
- Every employee must undergo site induction provided by DPW before commencement of the contracted work. Only once this induction has been received, will each employee receive a site access permit.

- It must be highlighted to all employees, that anyone who becomes aware of any person disregarding a health & safety notice, instruction or regulation shall immediately report this to the person concerned. If the person persists, stop the person from working and report the matter to the Phuthaditjhaba Labour Centre-Repair and Renovations Project Site/Project Manager and the Principal Contractor Supervisor immediately.

7. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

The Principal Contractor shall ensure that the performance of all specified work is managed and supervised in accordance with the requirement of CR 8 throughout the contract period. The number of appointed persons shall be determined by the size and the risk of the project.

8. CONSTRUCTION HEALTH AND SAFETY MANAGER/S AND OFFICER/S

The Construction Health and Safety officers must be appointed full time for the project considering the nature and the scope of work being performed in accordance with the requirement of Construction Regulations. The Construction Health and Safety Officers shall be registered with the SACPCMP.

In cases where a Construction Health and Safety Manager is appointed, it would be desirable if he/she is also registered with SACPCMP even though it is not a legal requirement.

9. PROCESS FOR MONITORING

This document is subject to document control procedures and will be updated when it is due for revision or when conditions dictate.

10. DOCUMENT CONTENT

10.1 Note to Principal Contractor and its Contractors

The SHE specifications are Phuthaditjhaba Labour Centre-Repair and Renovations Project's minimum requirements. The contractor is expected to develop a SHE plan which meets these requirements as well as all the relevant applicable legislation. Phuthaditjhaba Labour Centre-Repair and Renovations Project in no way assumes the Contractors legal responsibilities. The Contractor is and remains accountable for the quality and the execution of his health and safety program for his employees and contractor employees. This SHE specification reflects minimum requirements and should not be construed as all encompassing.

11. SHE SPECIFICATION

11.1 Project and Scope of Work Details

Location;

Department of Labour Centre
Address: Moropotsane Street
Phuthaditjhaba, 9869
Free state
South Africa
058 713 373

Project description/detailed scope of work:

- Replacement of roof - working at height
- Sewer reticulation
- Painting
- Perimeter fencing
- Installation of water tank
- Pavement
- Tilling
- Deep excavation
- Street work

12. ACCOUNTABILITIES AND RESPONSIBILITIES**12.1 Principal Contractor**

The Principal Contractor shall provide an organizational organogram related to this project, listing all the levels of responsibility from the Chief Executive down to the supervisors responsible for the project. The diagram must list the names of appointees and their roles and responsibilities. The Principal Contractor is responsible for keeping copies of all of the organograms' as well as submitting those of their appointed contractors, with the SHE plan. All organograms shall be updated timeously when appointments are changed and filed in the project SHE file.

The Principal Contractor carries primary accountability and responsibility for the health and safety of his/her employees and his/her contractors within his/her working area, as contemplated by Section 37(2) of the OHS Act. None of the additional safety requirements specified by the Client reduces the Principal Contractor's accountability and responsibility for the health and safety of his employees and contractor employees within his working area.

The Principal Contractor shall be appointed by DPW on the awarding of the contract and shall be responsible and accountable for all legislative and Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements for the duration of the contract.

12.2 Compliance and Non-Conformances

DPW/Agent's representative reserves the right to stop work and issue a non-conformance report whenever safety, health or environmental violations are observed for both Principal Contractors and/or their contractors after engaging and making both aware of such. Expenses incurred as a result of such work stoppage and standing time shall be for the Principal Contractors account. Any non-conformances/findings/observations found in these audits/inspections on contractors shall be raised and discussed with the relevant Principal Contractor (with whom the contractor is contracted with).

The requirements within this specification should not be considered to be exhaustive and the Client reserves the right to add, delete or modify conditions where it is considered to be appropriate.

NOTE: No claim will be accepted as a result of any costs or delays being incurred due to the Principal Contractor or his contractors not complying with legislation, applicable Phuthaditjhaba Labour Centre Repair and Renovations Project Procedures and Standards.

12.3 Legal and Other Requirements

It is required that all Contractors on site comply with the relevant applicable legislation, specifications and standards in accordance with the scope of the project:

As a minimum but not limited to the following:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights)
- Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations
- National Environmental Management Act 1998 (Act 107 of 1998)
- Environment Conservation Act 1989 (Act 73 of 1989)
- National Water Act 1998 (Act 36 of 1998)
- Conservation of Agricultural Resources Act 1983 (Act 43 of 1983)
- Civil and Building Work Act
- Mine Health and Safety Act, 1996 and its regulations
- COID Act
- Any other applicable South African legislation
- Applicable South African National Standards (SANS)
- Applicable International Standards
- Relevant Phuthaditjhaba Labour Centre-Repair and Renovations Project Procedures and standards
- Local Authority By-Laws

It is the duty of the Principal Contractor and contractor to ensure that they are familiar with the necessary SHE legislation required. The Principal Contractor shall compile a legal register listing all applicable legislation and standards that may have an impact on the scope of work that they are performing on the construction project. The register shall be updated biannually.

13. SECTION 37 (2) LEGAL AGREEMENT

A section 37(2) agreement must be signed between DPW and the principal contractor at the time of awarding the contract. The principal contractor must ensure that a section 37(2) agreement is compiled between the principal contractor and all their appointed contractors for the contract. The original copy of the section 37(2) agreement must be retained by the contractor and a copy retained by the Phuthaditjhaba Labour Centre-Repair and Renovations Project responsible manager. Copies of all agreements must form part of the respective contractor's SHE file.

14. HAZARDOUS WORK BY CHILDREN (CHILD LABOUR)

The constitution of the Republic of South Africa, in the "Bill of Rights" is clear on the rights of children, especially when it comes to:

- a) being protected from exploitative labour practices;
- b) not to be required or permitted to perform work or provide services that
 - are inappropriate for a person of that child's age; or
 - place at risk the child's well-being, education, physical or mental health or spiritual, moral or social development; and the Basic Conditions of Employment Act, Chapter six Section 43 "Prohibition of employment of children".
- c) Before resorting to the use of child labour, due consideration must be given to the rights of the child in terms of the constitution.

d) Where work is being performed which is not prohibited in terms of the constitution, then such work must be conducted in terms of the OHS Act "Regulations on Hazardous Work by Children in South Africa" with emphasis on paragraph 2 Purpose and Interpretation.

NOTE: Phuthaditjhaba Labour Centre-Repair and Renovations Project does not condone the use of child labour and therefore all efforts must be exercised to avoid it.

15. NOTIFICATION OF CONSTRUCTION WORK

The DPW shall notify the relevant Provincial Director of the Department of Labour of the intention to carry out any construction work as defined in the Construction Regulation 4 of the OHS Act, at least 7 days before construction work is to be carried out.

The notification form of construction work is listed as an annexure 2 to the Construction Regulations of the OHS Act. A copy of the notification letter sent to the DOL shall be forwarded to the project manager on the same day as sent to the DOL. A copy of the letter and their approval must be kept in the SHE file. When the DOL provide a letter of approval, a copy of the approval must be sent to the Phuthaditjhaba Labour Centre-Repair and Renovations Project manager and a copy filed in the SHE file.

16. OHS ACT

All contractors shall have an up to date copy of the OHS Act and Regulations at all work sites which will be available to all employees. (Reference GAR 4).

17. CONSTRUCTION PROFESSIONAL REGISTRATION

The Principal Contractor and all his/her appointed contractors shall be registered in their respective levels as professionals in terms of the requirements of the SACPCMP.

The SACPCMP web address is <http://www.sacpcmp.org.za>

SHE professionals (which include Construction Safety Officers) are required to register as professionals with the SACPCMP. Construction Managers are required to register as professionals with the SACPCMP.

Notwithstanding the provision in the Government Gazette dated 7 February 2014 regulation 34 (2) advising that the registration of Agents with the SACPCMP has an 18-month delay from 7 February 2014, agents are encouraged to register as a professional.

18. SHE/Q POLICY

The Principal Contractor and the contractor companies shall each have a SHE/Q Policy authorized by their Chief Executive (OHS Act Section 16(1) appointee) that clearly states overall, SHE/Q objectives and commitment to improving Safety, Health, Environment and Quality performance and must be displayed and shared with all stakeholders.

19. COSTING FOR SHE

The Principal Contractor/contractor shall ensure that the submitted tender adequately made provision for the cost of Health, Safety and Environmental measures.

Note: the costing for SHE must be itemised based on the overall scope of the project (i.e.) Training, provision of PPE, safety equipment purchases etc.

20. APPOINTMENT OF A PRINCIPAL CONTRACTOR

The Principal Contractor will be appointed by DPW on the awarding of the contract and shall be responsible and accountable for all legislative and Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements for the duration of the contract. Contractors shall not commence with the project work until such times as he/she has been appointed in writing in terms of OHS Act Construction Regulation 5(1) (k), by Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager.

21. APPOINTMENTS AND COMPETENCIES

The Principal Contractor shall ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment, and advise and assist these appointees in the execution of their duties. The Principal Contractor shall ensure that competent persons are appointed in writing in accordance with the applicable appointments. Copies of all the appointments shall be kept in the SHE File.

22. TRAINING

The aim of this section is to outline Phuthaditjhaba Labour Centre-Repair and Renovations Project's expectations with respect to the scope of the training which the Principal Contractor and contractor employees receive.

- The scope of the training includes but is not limited to the type of work being performed and the relevant procedures.
- In addition to the requirements, the Principal Contractor and contractor employees would require the appropriate qualifications, certificates and tickets, and be under competent supervision.
- Records of all training and qualifications of all contractor employees must be kept.
- The Contractor shall maintain comprehensive records of all employees under his control (including all employees of the contractor) attending induction training.
- Acknowledgement of receiving and understanding the induction must be signed by all persons receiving the induction respectively.
- The contractor must develop a training matrix for all their employees.

NOTE: When there is an amendment to the Acts and/or to the regulations, a SHE plan must be reviewed, updated accordingly and changes must be communicated to all relevant employees.

23. SITE INDUCTION

23.1 General construction site induction carried out by the Principal Contractor

The Principal Contractor shall ensure that all his employees and sub-contractor employees undergo DPW induction with regard to the general hazards prevalent on the construction site, construction risk assessment, rules and regulations, and other related aspects. This must be done before work commence and there are no exceptions.

Should the Principal contractor or sub-contractors appoint new employees to work on the project, such employees must be inducted by DPW Agent before commencement of duty.

Refresher client induction as well as contractor induction shall be done after 12 months' service. Records shall be kept on the file and copies forwarded to DPW as proof.

23.2 Visitors to Site

A contractor shall ensure that all visitors to a construction site undergo health and safety induction in accordance with Construction Regulations 7 (6) and 7 (7).

All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any construction work, of any nature.

24. ACCESS AND SECURITY CONTROL

Access and Security control shall be done.

Employees, contractors and visitors shall be subjected to induction training and substance abuse tests when entering Phuthaditjhaba Labour Centre-Repair and Renovations Project sites, or as and when required. It may be required that prior to access being granted that person(s) complete the required training e.g. Induction training or any other prescribed training.

The following are prohibited items and shall not be allowed on Phuthaditjhaba Labour Centre-Repair and Renovations Project sites unless the necessary authorisation for possession has been obtained:

- Firearms and ammunition (excludes Phuthaditjhaba Labour Centre-Repair and Renovations Project officially appointed security officials)
- Liquor/ Alcohol
- Dangerous weapons
- Drugs
- Any other items that may be declared prohibited

25. CONTRACTOR'S SITE FACILITIES

Site facilities shall be established and maintained by the contractor or be maintained as agreed with the Site Manager and/or in accordance with the contractual agreement. The facilities include, but are not limited to the following: (refer to OHS Act Construction Regulation 30)

- Temporary Facility Layout Plan
- Sheltered eating facilities
- Change rooms
- Ablution facilities
- Site Sheds, Offices and Amenities
- Lay down and Storage
- Temporary Site Services

Reasonable and suitable living accommodation may be provided for employees who are farremoved from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available the Principal Contractor must develop their site establishment procedure and this must be in line with the EMP and ROD.

26. PUBLIC SAFETY

Legislation requires that employers shall be responsible, as far as reasonably practicable, for safeguarding persons other than those in their employment who may be directly affected by their activities so that they are not exposed to hazards to their health and safety (Section 9 of the OHS Act). Contractors shall define in their safety plan how they intend safeguarding/controlling any members of the public against their activities during the project.

27. PROJECT AND SITE RULES (ZERO HARM TO PEOPLE AND THE ENVIRONMENT)

The objective of this section is to define the rules that are over and above the internal regulations and procedures of Phuthaditjhaba Labour Centre-Repair and Renovations Project and relevant legislation which will ensure zero harm to persons and the environment. These rules will be specific to the project and site.

Phuthaditjhaba Labour Centre-Repair and Renovations Project Life Saving Rules

Five Life Saving rules have been developed that will apply to all Phuthaditjhaba Labour Centre-Repair and Renovations Project Employees, agents, consultants, contractors and visitors. Failure to adhere to these rules will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Phuthaditjhaba Labour Centre-Repair and Renovations Project.

The rules are:

Rule 1

OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH

Rule 2

HOOK UP AT HEIGHTS

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

Rule 3

BUCKLE UP

No person may drive any vehicle on Phuthaditjhaba Labour Centre-Repair and Renovations Project business and/or on premises: Unless the driver and all passengers are wearing seat belts.

Rule 4

BE SOBER

No person is allowed to be under the influence of intoxicating liquor or drugs while on duty.

Rule 5

PERMIT TO WORK

Where an authorisation limitation exists, no person shall work without the required permit to work.

Phuthaditjhaba Labour Centre-Repair and Renovations Project will take a stance of zero tolerance on these rules

- Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline/removal of person from the project site.
- Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.
- This is to ensure that every person who works on or visits Phuthaditjhaba Labour Centre-Repair and Renovations Project work site returns home safely to his or her family
- No person shall damage, alter, remove, render ineffective, or interfere with anything that has been provided for the protection of the site, or for the health and safety of persons.

- No person under the influence of alcohol, drugs or medication (in a state of intoxication) or any other condition that may render him incapable of controlling himself or of other persons under his charge shall be allowed to enter the site.
- All safety and warning signs shall be obeyed at all times.
- Entering or leaving the site will only take place at official access control points and may only be done via the official designated walkways.
- All employees shall adhere to the SHE and other site-specific rules.
- The Principal Contractor must have a process in place to address employees that have contravened Health and Safety Requirements.
- Smoking is only permitted at designated areas in accordance with the requirements of the smoking policy
- Do not use Cellular phones in areas where cell phone usage is prohibited. A contractor shall develop and implement a risk based cell phone policy for a particular construction site.
- The Principal Contractor shall provide a Substance Abuse management policy which is in line with the Phuthaditjhaba Labour Centre-Repair and Renovations Project Procedure

28. DISCIPLINARY PROCESS

The Principal Contractor shall have a disciplinary process and an organisational structured procedure to deal with employees who have transgressed organisational and legal requirements.

29. HAZARD IDENTIFICATION AND RISK ASSESSMENT

- The DPW shall prepare and provide a Baseline Risk Assessment for an intended construction work project to the contractor as part of the contract package.
- The Principal Contractor shall develop a Risk Assessment in line with Construction Regulation 9(a-e), in alignment to Phuthaditjhaba Labour Centre-Repair and Renovations Project procedure.
- Emerging risks and hazards must be managed during construction work. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.
- All risks must be rated. Activity based risk assessments shall be conducted by an appointed competent risk assessor of the Principal Contractor. Risk assessment shall be developed by the team and outcome shall be shared with employees.
- The principle of no task without a risk assessment shall be applicable. The baseline risk assessment shall be developed by the cross-functional team. Attendance registers must be kept of all the employees involved in compiling the risk assessment

30. HIGH RISK ACTIVITIES

When the Principal Contractor and/or his contractors are working in an area where a high health and safety hazard exists, the Principal Contractor shall:

- Ensure that permanent and adequate on-site supervision is available for the entire duration of the work that is being conducted.

- Ensure the use of safety standbys in areas of high risk activities, and activities that fall within the scope of the permit to work system.
- Provide, erect and maintain all the required barricading, lighting, flags, flashing lights, or other safety control equipment to enable operations to proceed in a safe manner;
- Maintain, at all times, defined access ways, which are clear of objects or obstructions, so as to allow for emergency vehicle entry; and
- Provide any temporary protective shielding required for protecting nearby operations from the construction activities, at his own cost.

31. PRE-TASK RISK ASSESSMENT

The Contractor shall on a daily basis and for every task to be performed, conduct a pre-task risk assessment with all employees involved with the task(s). The pre-task risk assessment will form the basis of the daily pre-job brief/toolbox talks prior to the start of work. This will highlight critical steps from the safe work procedure to ensure that work is performed in a safe manner. Proof of communication as well as confirmation that it was received and understood by all will be noted on a standard form, which will be kept at the job site during the job execution. The completed signed pre-task risk assessment form shall be filed in the Principal Contractor's safety file.

32. SAFE WORK PROCEDURES AND PRACTICES

- There must be approved method statements and written safe work procedures for all the high-risk activities as identified in the risk assessment. No work shall be carried out without an approved method statement and written safe work procedure.
- The supervisor / team leader shall ensure that all employees are trained on all applicable safe work procedures. Records of training/ awareness shall be kept on site.
- Safe work procedures shall be compiled and documented for applicable activities (arising out of the Job Safety Analysis (JSA) and Hazard Identification & Risk Assessment (HIRA.))

33. PLANNED TASK OBSERVATIONS (PTO)

The Principal Contractor shall provide the planned task observation procedure or process covering but not limited to the following:

- Persons responsible for monitoring the task and carrying out the Planned Job Observation must be the supervisor;
- Planned job observations should be conducted in such a way that the employee is observed against the actual steps (of the written safe work procedure) to be followed when performing at task and be marked against compliance with each step. This will assist in determining employee competence and compliance. Record should be kept at all times.
- The supervisor who conducts the PTO must have a copy of the PTO to ensure that the employee is following the steps.
- Where the employee did not comply or did not follow the required steps, this should be indicated on the report and actions be taken to correct the deviation.

34. WORK AT ELEVATED POSITIONS AND ROOF WORK

- All employees working above ground level shall use the appropriate fall protection equipment unless working from a solid platform protected by suitable barricading.
- Whenever there is any potential of falling either from or into, a fall protection plan and risk assessment (which includes fall prevention) shall be compiled, implemented and reviewed and every possible and practicable means shall be adopted to provide such persons with effective training and safeguards.
- The Principal Contractor shall ensure that all work performed at elevated positions shall conform to the requirements of the OHS Act, the relevant SANS standards and within Phuthaditjhaba Labour Centre-Repair and Renovations Project Procedure
- A fall protection plan will be compiled, implemented, reviewed, communicated to all employees working at heights and shall include but not limited to the following:
 - A site and task specific risk assessment covering all work at elevated heights shall be carried out and appropriate mitigation measures to be put in place and communicated to all relevant employees.
 - Appropriate training programme (according to the relevant SAQA NQF unit standards) of all employees working at height and records thereof. Once these employees have been declared competent by the training provider, each employee must be trained on every task which is going to take place when working at height. These people need to be declared competent and fit to perform each task.
 - Legal appointments
 - The process of evaluation of the employees' medical fitness for each employee working at height.
 - The procedure addressing the inspection, testing and maintenance of all fall protection equipment, the withdrawal process of damaged PPE and up to date inspection records.
 - A rescue plan detailing the necessary procedure, personnel, and suitable equipment required to affect a rescue of a person in the event of a fall.
 - Emergency drills on all developed rescue plans shall be held at least once a year, under the supervision of a competent person.
 - Emergency preparedness procedures.
- The Principal contractor shall review their risk assessment and fall protection plan at least every 3 months.
- Working in elevated positions shall only be carried out under the supervision of a competent person in accordance with SANS 229995.
- Fall arrest/protection plan and equipment shall be implemented where fall prevention is not possible.
- All fall protection equipment shall comply with SANS Standards, other recognized international standards and Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements
- Safety belts are not allowed to be used in within Phuthaditjhaba Labour Centre-Repair and Renovations Project. An appropriate full body safety harness shall be worn when working at an elevated position, refer to SANS 50361 and within Phuthaditjhaba Labour Centre-Repair and Renovations Project Procedure for work at Heights specification.
- The Principal Contractor and/or his contractor shall compile a fall protection equipment, inspection, testing and maintenance procedure (Refer to SANS 50365 and manufactures requirements for safe use and for inspections).

Provision must be made to prevent objects and or material from falling from elevated

areas and the protection of persons working below. A drop zone shall be established with barricading and necessary signs.

The contractor shall determine the risk pertaining to adverse weather conditions and take the necessary precautionary measures.

Working at height training

- The employee must work at least 40 hours with a mentor who has the knowledge and the experience (at least 1 year) to perform that specific task.
- The employee must keep a logbook of his work for the 40 hours with a mentor. The logbook will be signed of each day of mentorship, by his mentor.
- After completion of the 40 hours and the mentor is satisfied with the employee's progress, the Supervisor must conduct a planned task observation (PTO) on the employee. The Supervisor must indicate on the PTO that the employee is now fit to work on his own.
- The logbook and the PTO must be kept on the employee's file for the duration of the project, to prove his competency.
- This process must be followed even when an employee conducted the same work in a previous project and moved to a Phuthaditjhaba Labour Centre-Repair and Renovations he/she must follow the same process to declare him/her fit to do that specific task.

Scaffolding

- All scaffolding used shall comply with the OHS Act and Regulations as well as SANS 10085 and SANS 51004 (Aluminum and tower scaffold).
- Scaffolding erectors: Training is specified in SANS 10085.
- All complicated scaffolding and scaffolding higher than 3 meters must be built by a scaffold supplier.
- All scaffolding shall be inspected by a competent person weekly before use and also before use following weather conditions that could have made the scaffold unsafe e.g. which could make ground conditions unstable, after a storm, mishaps, before dismantling and after alterations.
- Users of scaffolding shall carry out a visual inspection on a daily basis before use. If unsafe conditions are found or suspected, the scaffold shall be isolated until a thorough inspection has been made.
- The footing or anchorage points for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose brick, or concrete blocks shall not be used to support scaffolds or planks.
- Scaffolds that provide access to areas where personnel can fall into a hazard or from a height of greater than 2m shall install a gate at the access point of the hazard that is affixed with a warning sign stating that 100% tie off required past this point.
- The Contractor must give preference to using scaffold stairs instead of ladders for all scaffolds. These scaffolds must be fitted with a kick plate at the bottom of each stair section. The kick plate shall be able to prevent a member of contractors' personnel slipping down the staircase and sliding between the floor and the mid-rail.
- An appropriate scaffolding tagging system shall be used to confirm the status of scaffolding for use or not to be used, the inspectors name and surname, signature, date and telephone number must be written on the tag
- Scaffolding access stairs shall be fitted with toe boards at all landings to prevent a person slipping through.

- When employees are working on a scaffold provided with trap doors it must be closed to prevent a person from falling.
- A **design and calculations** shall be done for all scaffolding in excess of 2 meter.
- A Team leader shall be appointed in writing for the erecting and dismantling of all scaffolding.
- Only use steel boards on scaffolding when working in the open.

Ladders (Portable)

- All ladders used on the site shall comply with the OHS Act and Regulations.
- All ladders shall conform to the relevant SANS standards or other recognized international standards.
- Damaged ladders shall be marked as "DAMAGED" and removed from the project site.
- Prior to work being performed, an adequate risk assessment shall be conducted, and work shall be conducted in accordance with General Safety Regulation 6 and 13A and Construction Regulation 10 of the OHS Act

35. OCCUPATIONAL HEALTH AND HYGIENE

All contractors are required to develop an Occupational Health and Hygiene program. The program is intended to ensure that the risks to health are identified and controlled.

35.1 Occupational Hygiene Management Program

Principal Contractors and contractors shall develop, implement and maintain an occupational hygiene management programme to ensure that the occupational hygiene stressors are identified assessed (monitored) and controlled. The occupational hygiene should include, but not be limited to the following elements:

- Occupational health risk assessment as a background.
- Occupational health risk exposure profiles
- Occupational hygiene monitoring program and ensure that monitoring is performed by an approved Inspection Authority.
- Communication of occupational hygiene results and requirements
- Proof of awareness training.
- Documentation and control of records (Records to be kept for 40 years)

Where there are occupational hygiene stressors, Principal Contractors and contractors shall ensure that programs are developed and in place to address the said stressors. These programs

may include but not be limited to:

- Hearing Conservation Program;
- Respiratory Protective Program
- Hazardous Chemical Substances Program
- Procedure for the use and management of radioactive sources
- Heat Stress Management Program

Principal Contractors and contractors shall report to the DoL. Evidence of reporting to the DoL copies of such reports shall be made available to DPW.

35.2 Employee Health and Wellness Programme

Principal Contractor shall submit details of their Employee Health and Wellness Programme as part of their Health and Safety Plan which should include a Medical Surveillance Program and an Employee Assistance Program as detailed below.

35.3 Medical Surveillance Programme

The Principal Contractor shall ensure that his employees and contractor employees are registered on a medical surveillance programme and are in possession of a valid medical fitness certificate. the certificate of fitness should be relevant to the type of work (risk based) that the employee will be exposed to. This will require each employee to have a risk based person job specification that will be used as a basis for medical examination.

The Principal Contractor must ensure that his employees and contractor employees have undergone pre-entry medical examination before starting work on site, ***no employee will access site without a valid medical fitness certificate.*** The fitness certificate and a copy of the risk based person job specification shall be issued before commencement of work and shall be presented at induction. If the Principal Contractor does not provide proof of valid certificates of fitness and person job specifications for his employees and contractor employees, then Phuthaditjhaba Labour Centre-Repair and Renovations Project will not give those employees site induction which will result in refusal to site access.

The certificate shall be renewed as required by the risk profile. On completion of the project an exit medical examination shall be conducted, unless otherwise advised by the Occupational Health Practitioner. All employees shall be issued with the required medical records to prove medical status at the time of exiting the construction project. The Principal Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

In instances where sick leave is taken for a period of one week or more, the contractor shall institute an arrangement that employees need to sign a declaration indicating that they did not suffer any illness or injuries which occurred in the period of absence, which may affect their ability to work on site.

Note: *Phuthaditjhaba Labour Centre-Repair and Renovations Project will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.*

35.4 Emergency Care

A list of emergency numbers is available to all emergency personnel. The Principal Contractor shall ensure that his supervisors are familiar with the emergency procedure requirements regarding actions in case of an emergency.

Contractors shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof. More first aid boxes shall be provided if the risks, distance between work teams or workplace requirements require it (it should be available and accessible for the treatment of injured persons at that workplace). Minimum contents of a first aid box: (Refer to GSR 3 Annexure of the OHS Act) A prominent notice or sign shall be erected in a conspicuous place at a workplace (SANS1186) approved signs to indicate location of first aid boxes), indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes. The Principal Contractor and contractor shall ensure that alternative arrangements shall be made for possible incidents occurring after normal working hours.

35.5 Employee Assistance Programs (EAP)

All contractors shall establish an EAP and detailed it in the SHE Plan.

35.6 Rehabilitation

Where any contractor's employee is injured at work to the extent that they require rehabilitation, then this must be given, using the services of an appointed rehabilitation organization.

35.7 Compensation of Occupational Injuries and Diseases Act (COIDA)

The Principal Contractor shall submit proof of registration and letter of good standing with the compensation fund or with a licensed compensation insurer for his company and each of his contractors'. This must remain valid for the duration of the contract. The Letter of Good Standing shall reflect the name of the Principal Contractor and/or Contractor Company.

36. EMERGENCY PREPAREDNESS AND RESPONSE

The Principal Contractor shall provide a site-specific emergency response plan which shall be compiled in relation to the site emergency procedure. The Phuthaditjhaba Labour Centre-Repair and Renovations Project site specific emergency plan shall be utilized by all contractors. The Principal Contractor will ensure that his employees and his contractor employees are trained on this plan. Emergency drills shall be undertaken twice a year by Phuthaditjhaba Labour Centre-Repair and Renovations Project; however, the Principal Contractor shall initiate his own emergency drills with permission from the Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager. This must be recorded and provided on request. When doing a task that requires standby emergency response, the contractor shall provide for this and Phuthaditjhaba Labour Centre-Repair and Renovations Project Safety Department will supplement.

37. SITE PLANS

When preparing worksite Emergency Preparedness plans, cognizance must be made as to the locality of the site and the response time for the emergency services. Where sites are remote, contractor management shall ensure that a sufficient number of employees are trained in the various disciplines to be able to afford prompt response attention.

38. ENVIRONMENTAL MANAGEMENT

Refer to the Project Environmental Management Plan (EMP) and the Environmental authorization where applicable. Minimum requirements for compliance by contractors:

- DPW shall appoint an Environmental Officer who will be available during of sewer reticulation process.
- Ensuring that Method Statements are submitted to the ECO for approval before any work is undertaken. Any lack of adherence to this will be considered as non-compliance to the specifications.
- Ensuring that any instructions issued by the Engineer, on the advice of the ECO, are adhered to.

- Ensuring that there must be communication tabled in the form of a report at each site meeting, which will document all incidents that have occurred during the period before the site meeting;
- Ensuring that a register is kept at the site office, which lists all the transgressions issued by the ECO;
- Ensuring that a register of all public complaints is maintained.
- Ensure that all employees, including those of sub-contractors receive training before the commencement of construction in order that they can constructively contribute towards the successful implementation of the environmental requirements of the contract.
- The most important actions by the Contractor to ensure compliance with the environmental requirements, relates to the establishment of an adequate and appropriate organizational structure for ensuring the implementation and monitoring of the requisite environmental controls.
- Compile an Environmental monitoring plan outlining all the construction activities, associated environmental impacts and how they will be mitigated;
- Appoint an environmental officer for the project and provide the site environmental profile;
- Ensure that the project pricing makes provision for environmental costs.
- Contractor shall attach a company waste management plan including the typical waste inventory and templates used for keeping waste records.
- Contractor shall attach Environmental Management system documentation that is aligned to ISO 14001
- Include environmental considerations as an item on the agenda of the monthly site meetings
- Compile and implement the necessary Method Statements; and

38.1 Spillage of Hazardous Chemical Substances

- Any spillages that occur shall be treated in accordance with the requirements indicated on the MSDS
- Identify appropriate storage areas for stockpiling of materials, storage of hydrocarbons and storage of hazardous substances and ensure that these areas are appropriately prepared for their purpose;
- Disposal of hazardous substances shall be done in terms of the relevant legal requirements;
- Limit spillage of hazardous substances or substances with the potential to cause contamination of the environment;
- Develop emergency protocols for dealing with spillages particularly where these pose as pollution risk or involve hazardous substances;
- Compile and implement the necessary Method Statements; and undertake environmental awareness training of all staff;

38.2 Herbicide usage

- Only registered pest control operators may apply herbicides on a commercial basis. All staff applying herbicides shall be trained in the application thereof, and shall be provided with suitable PPE.
- The application of herbicides shall be in accordance with the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947. Only approved and tested herbicides with a low environmental risk shall be used.
- An herbicide register for usage shall be compiled and maintained, and a copy handed to the project leader / environmental advisor on completion of the project / contract.

38.3 Environmental Incidents

All environmental incidents such as pollution (air, water, land, noise, etc.), bird kills, animals killed, plants destroyed, public complaints etc. shall be reported to project leader and / or environmental advisor within 24 hours of its occurrence. All environmental incidents occurring on site shall be recorded according to the Project Procedure, detailing how each incident was dealt with. Proof thereof must be kept in an incident register. The Contractor shall be held liable for any infringement of statutory requirements of the Environmental Conservation Act, No 73 of 1989, or any other relevant legislation

39. FIRE SAFETY

The Principal Contractor/Contractor shall develop a fire safety procedure for the specific construction site prior to commencing work. The procedure must take into consideration the size of the site, type of work being done (e.g. cutting, welding, grinding, etc.) and amount of combustible materials. It must be developed in accordance with the hot work permit, Phuthaditjhaba Labour Centre-Repair and Renovations Project Fire Risk Management requirements and all other applicable Regulations. All workers entering and working in the construction site need to be trained in fire safety and any duties they are required to perform. Pre-existing fire systems in buildings shall be maintained during construction whenever possible. Any changes must be approved by DPW.

39.1 Fire Safety Plan

The fire safety plan shall include:

- The designation and organization of site personnel to carry out fire safety duties, including fire watch service if applicable.
- The emergency procedures to be used in the case of fire, including.
 - Sounding the fire alarm.
 - Notifying the fire department
 - Instructing site personnel
 - Firefighting procedures
 - And integrating with existing emergency procedures.
- The control of fire hazards in and around the building.
- Maintenance of firefighting facilities.
- All fire extinguishers shall be:
 - Clearly labelled
 - Conspicuously numbered
 - Entered in a register
 - Inspected monthly by a competent person
 - Tested and serviced at recommended intervals by an accredited supplier
 - Results shall be entered in the register and signed by competent person.
 - No open or unattended fires are allowed within the construction site.
 - A Principal Contractor shall have a layout plan of a site indicating where all his firefighting equipment is located.

39.2 Fire Hazard

The Contractor shall develop emergency protocols for dealing with fires, which may include a Fire Management Plan in accordance with the National Veld and Forest Fire Act (No 101 of 1998) and ensure that all staff is educated in fire prevention and will be held responsible to avoid the risk of fire.

- No area is to be denuded of vegetation to create firebreaks, to prevent or make fires.

- No open fires are allowed on site.
- The contractor shall ensure that operations are in compliance with statutory requirements at all times.
- The Contractor Environmental Officer shall ensure that in areas with a high fire danger rating, staff are made aware thereof.
- Smoking shall be restricted to designated areas or shall not be allowed, particularly in areas that have a high fire danger rating.
- Contractor shall ensure that adequate Fire Fighting equipment is available on site, particularly near hot work.

39.3 Fire Alarm Systems Shut Downs

Contractors must inform the DPW in writing 7 days prior to any part of a fire system being shut down.

39.4 Alternate Procedures

When required by the DPW, contractors will develop alternative procedures to follow during a fire alarm shutdown. Alternate warning device(s) will be used with procedures posted stating fire alarm is out of service, the building/area affected, duration of shutdown and how to activate the alternate warning device(s).

39.5 Phuthaditjhaba Labour Centre-Repair and Renovations Project Fire Safety Guidelines

(a) Fire Systems

Fire systems must never be removed from service in an occupied building unless a trained and qualified person, capable of reinitiating the system and in communication with persons performing the work, is standing at the fire alarm panel; or alternative procedures are taken to ensure that all persons in the building can be informed promptly should a fire occur, and the Fire Department including Phuthaditjhaba Labour Centre-Repair and Renovations Project Security is notified.

(b) Construction Sites

- **Fire Safety Plan:** Prior to the commencement of construction or building alterations, a fire safety plan and risk assessment shall be prepared for the construction site.
- **Fire Warning:** A suitable means of alerting site personnel to a fire shall be provided, and capable of being heard in all areas of the building.
- **Portable Extinguishers:** suitable extinguishers must be available on the construction site and in cases of hot work, be readily available at the location.
- **Combustible Liquid and Flammable Liquid Storage:** storage of combustible and flammable liquid on the construction site is not permitted unless stored in approved flammable cabinets or outdoors away from the buildings.
- **Smoking Restrictions:** Smoking is not permitted indoors, at entrances to buildings or near air intake systems in accordance with Phuthaditjhaba Labour Centre-Repair and Renovations Project Policy and legislation requirements.

40. CUTTING, WELDING, AND HOT WORK

Prior to cutting or coring of concrete suspended slabs, cast in place or pre-cast walls, slab on grade the contractor must either X-ray the slab or if X-ray is not feasible provide other approved alternate method for determining live electrical concealed in slab or walls. Signage shall be posted to ensure no one enters the affected area during X-raying.

In all cases where cutting or grinding is done outside a workshop, screens to prevent veld fires shall be in place to contain sparks from the process.. The contractor shall provide a thirty-minute fire watch after the operations has ended to ensure that no fire starts.

- Hot work permit must be displayed.
- Employee must be competent.
- All oxy-acetylene welding equipment shall be fitted with a flash back arrestor
- All oxy-acetylene pipes must be clamped with the correct parallel hose clamps to separate it in an emergency.

41. WASTE

All waste generated shall be disposed of at a registered landfill site. A register of both hazardous and general waste shall be kept. A waste management plan shall be compiled before commencement of work. Records of waste disposal shall be kept and updated all the time. No waste, be it biodegradable or not, shall be left on site once work has ended. Domestic and hazardous waste generated shall not be burned, buried, or disposed of on Phuthaditjhaba Labour Centre-Repair and Renovations Project or Landowner property, but will be controlled and removed to a registered waste site on a regular basis (Daily / Weekly). The Principal Contractor and contractor working on site shall ensure that oil, fuel, and chemicals are confined to specific and secure areas throughout the construction period. These materials shall be stored in a bunded area with adequate containment for potential spills and leaks.

Waste may be collected by the relevant Municipality or alternatively taken by the Contractor to a registered landfill site. Where the Municipality does not have a weighbridge, the Contractor is responsible for obtaining a formal notification to this effect. Contractors shall ensure that sufficient waste bins / containers, with lids are made available for waste control. The contractor shall comply with the requirements of NEM: Waste Act 59 of 2008. Quantities of disposed waste shall be recorded and reported on a monthly basis. Set up system for regular waste removal to an approved facility and minimize waste by sorting wastes into recyclable and non-recyclable wastes;

Equipment maintenance and storage:

- Ensure that all plant is in good working order;
- Undertake maintenance within specified area (workshop); and use drip trays for all stationary or parked plant and when servicing equipment away from designated areas

42. MATERIAL REQUIREMENT

The use of any material or property belonging to any landowner shall not be permitted prior to arrangements with the relevant landowner. Written proof of such agreement shall be handed to project leader / co-coordinator for record keeping

43. DUST AND NOISE

The Contractor shall monitor dust and noise caused by mobile equipment, generators and other equipment during construction. Factors such as wind can often affect the intensity to which these impacts are experienced. To ensure that noise does not constitute a disturbance during construction activities, all construction works shall occur between specific working hours. This shall be stipulated in the contract. Mitigation measures to be implemented as required / agreed upon with the project leader / environmental advisor. Dust suppression measures shall be in place to reduce the dust caused by the movement of heavy vehicles and other contractor activities.

44. WATER

No construction shall be allowed within the 1:100-year flood lines. Should any pollution of the water course occur, the Department of Water Affairs and Sanitation must be notified immediately.

Water usage on site shall be verified with the substations/power stations responsible person, the project leader / environmental advisor to ensure compliance with legislation. Borehole water shall be verified as suitable for human consumption. All incidents related to water contamination shall be reported within 24 hours. Records of water quantities abstracted should be kept. Chemical toilets shall not be within close proximity of the drainage lines / ways. Adequate water should be available for the execution of this project.

45. SIGNING OFF OF THE CONTRACT

No project shall be signed off before Phuthaditjhaba Labour Centre-Repair and Renovations Project has given assurance that no environmental liabilities exist. The responsible person, project leader or environmental advisor shall carry out a physical inspection before acceptance of work done. No invoice shall be processed before work done is accepted. The Contractor shall be conversant and in the course of carrying out the Works. The Contractor shall comply with the provisions of all Acts, regulations, ordinances, by-laws, Standards, Codes, Rules and requirements of public, municipal and other authorities. The Project Team may, at any time, without notice to the Contractor, examine and investigate the Contractors' compliance with all Applicable Legislation and the environmental management conditions. At all times during the execution of the Works, the Contractor shall preserve and protect the natural environment in the general area of the site and the external areas that may be affected by his operations.

46. FORUMS FOR SHE GOVERNANCE AND COMMUNICATION

Effective governance and communication structures shall be established on each project site where project SHE matters shall be discussed. Attendance registers shall be kept for all the health and safety meetings. The terms of reference shall be established for each governance structure on the project. Phuthaditjhaba Labour Centre-Repair and Renovations Project team shall define the project SHE governance and communication structures. The Principal Contractor/s and their Contractor/s shall provide a communication plan outlining the discussions and decisions to their staff, the mediums they will employ and how they will measure the effectiveness of their SHE communication.

Every meeting conducted on site shall include SHE as a standing agenda point and minutes of these meetings shall be available on site at all times.

NOTE: *These meetings do not replace or act as a substitute for the required SHE statutory meetings.*

Statutory SHE Committees in terms of Section 19 and 20 and General Administrative Regulations 5 of the OHS Act and Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements shall be established.

47. CONSTRUCTION VEHICLES AND MOBILE PLANT

All construction vehicles and equipment shall meet the legislative requirements pertaining to the OHS Act Construction Regulations 23, the National Road Traffic Act, the Mine Health and Safety Act, National Environmental Act and Phuthaditjhaba Labour Centre-Repair and Renovations Project Vehicle Safety Specification Procedure

The following requirements are applicable to the use and operation of construction vehicles:

- A Principal Contractor/ contractor shall ensure that all construction vehicles and mobile plant are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant.
- Designated drivers shall be in possession of an appropriate valid driver's license, valid for the class of vehicle and authorised in writing to operate the construction vehicles and mobile plants. The driver's license shall be kept by the person so authorised and shall produce such card on request.
- All construction vehicle operators, flagmen, banks men, signalmen, or points men are to wear LED-illuminated reflector vests at identified high-risk sites and construction projects.
- All flagmen, banks men, signalmen, or points men at identified high-risk sites and construction projects are to be positioned with warning flashing lights and warning signs in such a way that they are visible to the operators at all times (during the day and night).
- Heavy construction vehicle parking sites, driveways, or any site should be designed in such away that no reversing is required. Where reversing is unavoidable, it shall only be done with the presence of a flagman or a banks man.
- A vehicle and pedestrian management plan must be developed by the contractor to be in line with the DPW's plan.
- Ensure that all traffic signs are displayed.
- Reverse beepers shall be fitted on all construction vehicles.
- All drivers of construction vehicles and mobile plant shall have medical certificates of fitness to operate those construction vehicle and mobile plant, issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations.
- The speed limit within the bounds of the construction site is 20 km/h.
- No drivers or operator may text, talk on cell phones or two-way radios whilst driving.
- It is the responsibility of the driver to ensure that:
 - He/she and their passengers wear seat belts whilst the vehicle is in motion.
 - Comply with all traffic road rules, safety, direction and speed signs.
 - Ensure that vehicle loads are properly secured and loaded onto vehicles; and
 - Ensure that vehicles are not overloaded.
- Principal Contractor shall ensure that his employees and those of his contractors donot:
 - Ride on back of bakkies, cranes or other mobile plant equipment.
 - Leave vehicles unattended with the engine running.
 - All vehicles shall be locked chock blocks fitted and keys removed; and
 - Park vehicles in unauthorised zones/areas.
- Phuthaditjhaba Labour Centre-Repair and Renovations Project reserves the right to search any vehicle on the premises or when entering or leaving the premises.
- The Contractor shall be solely responsible for the safety and security of any of his vehicles (including private vehicles) on the premises.
- The Contractor shall attach identification markers on all of their vehicles that are permitted to enter the site.
- A current maintenance logbook is required for all cranes and large plant equipment, and shall be available for inspection at any time. The logbook shall be located in the cabin of the crane or plant equipment.

- Principal contractor is to ensure that visibility (e.g. switching on of lights, reflectors, barricades equipped with lights, etc.) is enhanced on all Construction Vehicles and Mobile plants in order to identify the location of the vehicles or plant.
- The Contractor shall maintain his vehicles in roadworthy condition and a valid license. These vehicles shall be subject to inspection by the DPW representative. Vehicles which are not roadworthy will not be allowed onto the site.
- In the event where the Principal Contractor and his contractor do not own the equipment, the Principal Contractor is still responsible for ensuring all conditions are complied with by all of his contractors or hire companies.
- Precautions shall be taken to lash all loads properly. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting material.
- Ensure that all construction vehicles and plant are maintained according to the manufactures specifications.
- Every mobile machine whose vision is impaired when reversing must have a siren/hooter, which beeps, when the machine is reversing. This includes trucks, cranes, loaders, etc.
- Display construction vehicle signs on all vehicles entering a construction site.

The use of amber, rotating or flashing lights on construction vehicles:

- The use of amber, rotating or flashing lights shall only be used in accordance with the requirements of the National Road Traffic Act ,1996 (Act no 93 of 1996)(Reference: Regulation 176 substituted by regulation 48 of Government Notice R846 in Government Gazette 38142 dated 31 October 2014 – See Annexure G (Requirements for identification lamps)
- No construction vehicle is allowed to use the amber light whilst driving on a public road.
- The construction vehicles fitted with amber rotating lights must have a manual operated switch. The amber rotating lights must be switched off when the construction vehicle enters a public road

48. HOUSEKEEPING

The Principal Contractor and his contractor shall maintain a high standard of housekeeping within the site. Prompt disposal of waste materials, scrap and rubbish is essential. Waste disposal shall be done by every contractor to a designated waste site. The Principal Contractor shall carry out regular safety/housekeeping inspections (at least weekly) to ensure maintenance of satisfactory standards. The Principal Contractor shall document the results of each inspection and shall maintain records for viewing.

Note: Nails protruding through timber shall be bent over or removed so as not to cause injury.

49. SIGNAGE

All symbolic safety signs that the Principal Contractor or his /her Contractors are to use/display shall comply with the requirements of SANS 1186.

The display of the following signage is mandatory:

- For Contractors with Site Establishment: The Contractor Company sign must be posted at their site offices to reflect the name and contact details of the: Construction Supervisor; Health and Safety Manager/Practitioner; First Aider; Health and Safety Representative and Evacuation warden.

- The Contractors shall provide the signage where work is conducted and where unauthorized entry is prohibited and/or where alerting and cautioning passers-by to be aware of potential dangers
- The Contractors shall provide the signage in accordance with the scope and work area.

50. HAZARDOUS MATERIALS/CHEMICALS MANAGEMENT

HCS shall be managed in accordance with HCS Regulations of the OHS Act 85 OF 1993. Prior to any HCS being brought onto the site or produced on the site, the Principal Contractor/contractor shall supply the client with the following:

- Material Safety Data Sheets (MSDS) in accordance with the requirements of the OHS Act
- Regulations for Hazardous Chemical Substances;
- Proposed arrangements for safe storage;
- Proposed methods for handling/usage;
- Proposed method of disposal;
- Hazard communication / training plan.

The information is to be provided at least two (2) working days prior to the expected delivery on site. The client representative shall approve the use of any hazardous substance after receiving the above information. No HCS are to be brought onto the site until the client representative approval is received.

51. FLAMMABLE AND COMBUSTIBLE LIQUIDS

Use and temporary storage of flammable and combustible liquids shall be managed in accordance with Construction Regulations (CR 25) and GSR 4 of the OHS Act 85 OF 1993. Proposals to store fuel on site must have written approval from the Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager. The volumes of fuel allowed to be stored will depend on site conditions and Statutory Regulations. Proper bund walls and signage indicating the volume should be erected.

52. EXPLOSIVES

Explosives shall not be brought onto the site or be used without the express permission of the relevant Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager. Explosives or detonators shall not be stored on the site. Detonators and other explosives shall never be carried in the same box. The provisions of all relevant Acts and Regulations shall be strictly observed.

53. COMPRESSED GAS CYLINDERS

Use and temporary storage of Compressed Gas Cylinders shall be managed in accordance with the General Safety Regulation 9 of the OHS Act 85 of 1993 and SABS 1548.

54. PERSONAL PROTECTIVE EQUIPMENT (PPE)

In terms of Section 8 of the OHS Act, the duty of the employer is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE. Principal Contractor's employees and his contractor employees at the construction site, including visitors, shall use the relevant internationally recognized authority approved risk based PPE at all times, as a minimum:

- Head protection hard hat (with chin straps)

- Steel toe capped safety boots.
- Eye protection. Wearing of impact Safety Spectacles with side shields. Prescription glasses must comply with the same standard or cover impact safety spectacles must be worn over them.
- Long sleeved and long pants protective clothing.
- High visibility vests.

The Contractor shall ensure that his employees understand why the personal protective equipment is necessary and that they use them correctly. Strict non-compliance measures must be administered to any employee not complying with the use of PPE and that employee shall be removed from the Site.

54.1 Issue, Replacement and Control of PPE

The Principal Contractor must provide a detailed procedure with a matrix on the issuing, maintenance and replacement of PPE for all his employees and contractors on site. The Principal Contractor is required to keep an updated register of all PPE issued, including that of his employees and contractors.

55. MACHINERY, TOOLS AND EQUIPMENT

- The Contractor shall ensure that all machinery, tools and equipment are identified, safe to be used and are maintained in a good condition.
- All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded. A machine is guarded when persons cannot gain inadvertent access to the moving parts.
- The Principal Contractor shall ensure that all machinery, tools and equipment shall be listed on an inventory list and handed to security with a copy kept on site.
- Tools intended for use above ground level shall be equipped with a lanyard to ensure no dropping of tools.
- All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments, registers of tools shall be kept on the safety file. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- All machinery, tools and equipment shall have the necessary approved test or calibration documentation where applicable prior to being brought onto the premises and the records shall form part of the SHE plan.
- All fuel driven equipment shall be inspected by the Phuthaditjhaba Labour Centre-Repair and Renovations Project SHE Practitioners prior to mobilizing it onto site.
- All fuel driven equipment shall be properly maintained in accordance with the manufacturer's recommendations and legal requirements.
- DPW reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should the DPW find that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, DPW shall advise the Principal Contractor in writing and the Principal Contractor shall forthwith remove the item from the site and replace it with a safe and adequate substitute. In such cases, the Principal Contractor shall not be entitled to extra payments or extensions of time in respect of delay caused by the Client's instructions.
- The Principal Contractor/contractor shall ensure that he has all the necessary registers to record all tools and equipment.
- All employees operating or using machines and tools shall:
 - Be competent.

- Have a valid certificate.
- Have proof of any form of task related training.

56. MACHINE GUARDING

An assessment should be conducted in writing to ensure that all machines and tools are fitted with a guard and the assessment should be kept in the safety file. Machine guards shall be painted on the outside in the same colour as the machine or tool. Inside of guards and moving or rotating parts shall be painted orange. All guards shall be inspected by a competent person on a monthly basis as well as by users prior to use. These inspections and proof of corrective action taken must be recorded and kept on site.

A register shall be used which indicate the name, number of the machine or tool and the number of guards. The register shall be kept in the safety file.

57. HAND TOOLS AND PNEUMATIC TOOLS

All pneumatic tools shall be numbered, recorded and inspected at least monthly as well as by users prior to use. The revolutions per minute measured shall be in accordance with the manufacturer specifications. All hand tools should be inspected at least weekly as well as by users prior to use. Tools with sharp points in tool boxes must be protected with a cover. All files and similar tools must be fitted with handles. The Principal Contractor shall have a policy on makeshift tools on site.

Records

- Check list for hand tools
- Check list for air tools including records of the measurement of revolutions on grinders
- Gas cylinder trolley checklist Register

58. PRESSURIZED SYSTEMS AND PRESSURE EQUIPMENT

The Principal Contractor shall ensure that all pressure equipment is inspected by an Approved Inspection Authority in accordance with the Pressure Equipment Regulations 7. All pressure equipment shall be provided with at least one safety valve and such safety valve should be kept locked or sealed in accordance with the Pressure Equipment Regulations 10. The pressure equipment shall be provided with a manufacturer's plate in accordance with the Pressure Equipment Regulations 9. The pressure equipment should be fitted with a pressure gauge in Pascal and the maximum permissible operation pressure marked with a red line on the dial.

Records

- Inspection registers for pressure vessel
- The certificate from the manufacturers
- Registration certificate of an Approved Inspection Authority.

59. EXPLOSIVE ACTUATED FASTENING DEVICE

Written permission to use these tools on site must be obtained by the Phuthaditjhaba Labour Centre-Repair and Renovations Project/Project/Site Manager. Only certified, competent, appointed personnel (CR. Reg. 21 (1) (b)) are allowed to operate explosive powered tools on site.

A valid permit must be obtained before commencement of work. Safety signs and barriers must be erected before explosive power tools are used. A protective guard around the muzzle shall be provided. Cartridges and explosive power tools to be stored separately and properly controlled by an appointed competent person.

Records

- Register for the issue and return of cartridges.

60. LIFTING MACHINES AND LIFTING TACKLE (Mobile Cranes, Crawler Cranes, Tower Cranes, Chain Blocks and Lever Hoists)

- The Principal Contractor shall ensure that the use of lifting machines and tackles conform to the requirements of the OHS Act, the relevant SANS standards and Phuthaditjhaba Labour Centre-Repair and Renovations Project Procedure
- A risk assessment shall be conducted prior to commencing with the task to identify the risk involved and appropriate mitigation measures must be put in place, and a method statement shall accompany the risk assessment detailing the lifting or rigging procedure.
- If it is the Principal Contractor's intention is to use lifting machines on site, it should be indicated in the Principal Contractor's SHE plan as well as the inspection so that the Project/Site Manager can conduct an inspection when equipment is brought onto site. If his/her intention is to use a contractor, he shall enter the name of the contractor into the notification letter to the Department of Labour. When equipment is brought onto site it shall be inspected by the contractor crane coordinator as appointed according to SANS 12840-3 clause 4.1 and clause 5.9.
- The Principal Contractor shall ensure that every lifting machine as listed in the National Code of Practice is operated by an operator specifically trained for a particular type of lifting machine and the operator shall be in possession of a valid permit (although the code of Practice has been withdrawn, contractors shall use it as a guideline). The user shall not require or permit any person to operate such a lifting machine unless the operator is in possession of a certificate of training, issued by a service provider registered by the Department of Labour and TETA.
- The facilitator and the assessor must be registered with the TETA.
- Whenever making use of an external contractor to do lifting work the Principal Contractor shall ensure that the operator is competent and if the Principal Contractor is satisfied with the operator's competency after looking at his portfolio he/she should issue a temporary permit to the operator, and contractors are required to conduct audits to ensure that the contractor complies with all safety and legal requirements.
- The Principal Contractor should verify if all ropes, chains, hooks and other attaching devices, sheaves, brakes and safety devices forming an integral part of lifting machines have been thoroughly examined, as prescribed by the standard to which the lifting machine was manufactured. This must be carried out by a registered LMI (Lifting Machine Inspector), appointed by a registered Lifting Machine Entity who has knowledge of the erection and maintenance of the type of lifting machine involved at intervals not exceeding six months.
- All the lifting machine and lifting tackle operators should be in a possession of a medical certificate of fitness.
- Before using any lifting machines or tackle the operator should inspect it daily, refer to the requirements of the Driven Machinery Regulations 18 of the OHS Act 85 of 1993.
- All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months, in accordance with SANS 19.

- All lifting tackle should be examined at intervals not exceeding 3 months by a competent lifting tackle inspector, who shall record and sign of such examination, such lifting tackle shall be stored or protected so as to prevent damage or deterioration when not in use. Refer to the requirements of the Driven Machinery Regulation 18 and Construction Regulation 19 and 22 of the OHS Act, SANS and ISO standards.
- All lifting tackle should be recorded on a register, refer to the requirements of the Driven Machinery Regulations 18 of the OHS Act 85 of 1993.
- All hooks shall be fitted with a safety latch/catch, and be in a good operational condition.
- A lock out system should be implemented to ensure that only an operator that is competent can draw lifting machines and fork lifts.
- All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.
- No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved for that purpose by an inspector of the DoL.
- Account should be taken of wind forces. Lifting machines are erected taking into account a safe distance from excavations, and with the erection of tower cranes, a tower crane application accompanied by a method statement, risk assessment and geotechnical study shall be given to the engineer for approval.
- Every employer shall ensure that the employee is adequately and comprehensively informed of the hazards when working in close proximity to overhead power lines and electrical installations.
- Account should be taken of the bearing capacity of the ground, on which the tower crane is to stand, and the tower crane should be erected at a distance from excavations.
- Rigging study should be conducted for all critical lifts.
- Principal Contractors and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator or barricading.
- Guide ropes to be used to prevent loads from swinging. (Manila ropes)
- Only loads of up to 5ton can be lifted by a person with basic rigging, depending on the complexity of the load. Should it be a tandem lift or a complicated lift only a qualified rigger will do such lifts. Above 5Ton a qualified Rigger with a red seal will conduct all the lifts, and should the lift become critical a critical lift procedure will be completed accompanied by a rigging study and risk assessments.
- Hand signals will be displayed and visible on all cranes and the SANS 1029 standard must be used to ensure uniformity. All the crane operators, riggers shall be trained according to the SANS 1029.
- Permits shall be issued by an authorised appointed person when conducting maintenance and inspections.
- An illumination survey should be conducted prior to the start of work where lifting is performed at night.
- Tower Cranes should be earthed in accordance with SANS 12480 and this includes crawler cranes.
- All truck mounted cranes and stringing machines shall be fitted with Equal Potential Foot plates when working in close proximity of power lines.

61. BARRICADING (GUARDING OF EXCAVATIONS, TRENCHES AND FLOOR OPENINGS)

In areas where the restriction or prevention of unauthorised persons/members of public/passersby is required, barricading requirements shall be adhered to. Requirements for

barricading (if risk assessments require more stringent mitigation measures than those stringent measures shall apply): -

- Name and contact detail of person and Contractor Company that is responsible for the barricading shall be posted on the actual barricading.
- All barricading shall be of the rigid type.
- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 200 kg.
- Only solid (scaffolding or stand-alone) barricading with Orange "Snow Netting" will be allowed.
- Bollards (containers filled with liquid) can be used as solid barricading (exempted for use inside power plant units).
- Physical barriers to prevent persons falling into openings in floors, stairwells, staircases, open sided buildings and any structure in the course of erection, where dangerous openings exist.
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures.
- **No danger tapes are allowed for barricading purposes.**
- The contractors barricading standard must accompany the SHE plan.

62. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

- The Principal Contractor shall ensure that electrical installations and machinery on construction sites conform to the requirements of the OHS Act and the relevant SANS standards.
- Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of, and guard against, danger to workers from any electrical cable or apparatus which is under, over or on the site;
- The Principal Contractor shall ensure that all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- All temporary electrical installations used by the contractor are inspected at least once a week. This must be done by a competent person and the inspection findings must be recorded in a register that's kept on the construction site.
- A Certificate of Compliance (CoC) must be issued by a competent person for each installation.
- All electrical machinery is inspected by the authorised operator or user on a daily basis.
- The person inspecting the electrical machinery must use the relevant checklist when conducting the inspection. He must also record the findings and keep the register on the construction site.

63. PERMIT TO WORK

Contractors must adhere to the approved Permit to Work System to control identified high risk activities. There will be only one Permit to Work system on the construction site. If the type of work requires a permit, then contractors must be trained, competence assessed and authorised

in writing to perform the duties of an authorised or responsible person as contemplated in the applicable Phuthaditjhaba Labour Centre-Repair and Renovations Project regulations e.g.

- Operating Regulations for High Voltage Systems.
- Project Safety Requirements.
- Hot work.
- Radiation.
- Confined space work.

The DPW is to provide more details on the permit to work system for the specific work to be conducted by the Principal Contractor.

64. RADIOGRAPHY, ULTRASONIC, NON-DESTRUCTIVE TESTING (NDT)

The Contractor carrying out radiography, ultrasonic or other non-destructive testing (NDT) on the site must comply with the requirements of the relevant legislations, codes of practice and any specific DPW procedures. In particular, the Contractor shall ensure that:

- No radioactive sources may be brought onto site without prior written consent of DPW.
- Where a statutory appointment exists, the contractor shall appoint in writing, a suitably qualified and experienced Radiation Protection Officer to provide advice on the observance of the law and other relevant health and safety matters.
- Radiography areas are clearly identified by the erection of suitable barriers, sirens, warning notices and / or flashing lights. Vehicles transporting radioactive materials/isotopes shall be clearly identified.
- Radiation operators must submit proof of certification.
- Sources must be stored according to legal requirements.
- All contractors must be informed of X-ray activities.
- X-ray work may only commence with a valid permit to work.
- **Refer to requirements in:** SANS code of practice: 100228: "Code of Practice for the Identification and Classification of Dangerous Substances and Goods". Published by the South African Bureau of Standards.

65. EXCAVATIONS, TRENCHES AND FLOOR OPENINGS

- Requirements in Construction Regulation 13 of the OHS Act, shall apply.
- Digging, excavation, or driving a peg, pile or spike into the ground operations by the Contractor may not commence without the written authorisation from the DPW.
- Prior to commencing work on any excavation or trench, utility owners shall be contacted and advised of the proposed work and to determine the location of all underground installations; i.e., sewer, telephone, water, fuel, electrical, etc.
- Overhead hazards shall be assessed and dealt with prior to commencement of work.
- Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- All excavations done by the Contractor are to be clearly demarcated and barricaded to prevent accidental access.
- Only solid barricading will be used at areas where a fall hazard is present. Solid barricading and / or hole covers shall be provided around all holes or openings to prevent any person being injured as a result of a fall. Danger tape may only be used as a pre-warning to make the solid barricading more visible and to prevent persons from coming close to the danger area.
- Barricading must be placed as close (500mm from the edge) as possible to the excavation.

- If an excavation or trench endangers the stability of buildings or walls, shoring, bracing, or underpinning will be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or which are subject to vibrations from road traffic, or the operation of machinery (e.g., shovels, cranes, trucks), must be secured by a support system, shield system or other protective systems (i.e., sheet pile shoring, bracing).
- Where it is impracticable to provide fixed guard railing, effective removable barriers shall be provided at all unguarded openings in guard railing or floors, and shall be maintained in position at all times until the hazard no longer exists.
- Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation.
- No material shall be placed within 3m of the excavation edges.
- All excavations must be on the register and inspected daily and declared safe by the contractor's appointed competent person before work commences and after inclement weather, and findings shall be noted in the said register.
- Client to review the said register on a pre-determined frequency not exceeding seven (7) days.
- There shall be a supervisor present at all times while work is being performed in an excavation
- There shall be an escape ladder every twelve meters in all excavations
- No work shall commence in an excavation unless the excavation has been declared safe in writing by the appointed competent person.

66. BLASTING

- Requirements of the Explosives Regulation of the OHS Act shall be adhered to.
- A copy of the written permission from the Chief Inspector of Department of Labour shall be obtained before use of any explosive material – refer to requirement in Explosives Regulation 13 of the OHS Act.
- Requirements for the transporting and storage of explosives to be in accordance to Explosives Regulation 13.4 of the OSH Act and SANS 100228 "Code of Practice for the Identification and Classification of Dangerous Substances and Goods" as published by the SABS.
- Should blasting be necessary during the construction phase, the necessary authorisation must be secured from the relevant local municipality. Adjacent land owners and the client must be notified prior to the blasting activities on site via a "Blasting Notification".
- The Construction operations may necessitate that ground and rock be blasted. A siren shall be sounded prior to a blast. Warning flags shall be displayed at the entrance to the area of the blast and guards will be placed at strategic points.
- Should the Contractor be required to carry out blasting operations, he is to fully acquaint himself with, and adhere to the blasting procedures and legislation. Every blast must be cleared with the DPW before charges are placed.
- Only a licensed operator is allowed to blast.
- Inform all people in the area where the blasting is going to take place

67. WORK STOPPAGE

The aim of the section is to outline the conditions under which work will be stopped and the process to be followed to ensure that the worksite is rendered safe. The temporary stoppage of an activity/activities or task(s) may be due to SHE concerns, including the following circumstances which shall not warrant any financial compensation:

- Ad hoc safety intervention by Phuthaditjhaba Labour Centre-Repair and Renovations Project management: All work of a similar nature may be stopped as the result of an occurrence of a serious incident. The relevant contractor/supplier shall be required to comply with, and/or verify, the conditions stipulated in the work stoppage instruction pack.
- Ad hoc safety intervention by any person, especially SHE functionaries, may be due to unsafe work or unsafe behaviour by the contractor. The conditions that gave rise to the work stoppage will determine the corrective measures to be taken urgently to protect the health and safety of employees and protect the environment and plant or equipment, etc.

The process to be followed is:

- The relevant activity must be stopped;
- The Phuthaditjhaba Labour Centre-Repair and Renovations Project Site/Project Manager and/or Principal Contractor and his contractor shall immediately remove the workforce from the work area and correct the health and safety deficiencies by allowing only the people in the area that are competent to make the area safe.
- The Principal Contractor and his contractors shall ensure that no other work is being performed during this time. Should the estimated time from the outset to make the area safe where life threatening/imminent danger situations exist, then the area will be barricaded and a sign placed with the wording "Unsafe Area – Authorized Access Only".
- The Phuthaditjhaba Labour Centre-Repair and Renovations Project Construction/Project Manager shall review the affected parts/sections of the SHE specification with the purpose of providing sufficient SHE information to the Principal Contractor.
- The Principal Contractor shall then revise the relevant sections in the SHE plan to accommodate the changes.
- The Phuthaditjhaba Labour Centre-Repair and Renovations Project construction/project manager must ensure that the revised provisions in the SHE plan are adequate and must approve it before the work activity commences.
- Before the workforce is allowed back in the area, Principal Contractor and his subcontractor shall ensure:
 - The area is re-inspected by Contractor Safety Practitioner and supervisor and note corrective actions taken;
 - Declare the area safe for work by signing off on the "work stoppage" notice issued by the Phuthaditjhaba Labour Centre-Repair and Renovations Project construction/Project Manager.

Refer to requirements of Construction Regulation 4(q) of the OHS Act.

NOTE: *Work stoppages that are initiated due to SHE related incidents shall not warrant any financial compensation claim lodged against Phuthaditjhaba Labour Centre-Repair and Renovations Project.*

68. SHE AUDITS

Phuthaditjhaba Labour Centre-Repair and Renovations Project reserves the right to conduct unannounced audits on contractors

71.1 Internal Audits

Contractors are required to conduct internal audits on both their employees and their contractors on the implementation of their SHE Plan on a quarterly basis or when the scope of work changes. A summary of the findings and the proposed corrective actions shall be submitted to the DPW Manager on the last day of the audit. The report shall be submitted within one week after completion of the audit

71.2 Third Party Legal Compliance Verification Audits

If Contractors have a third party legal compliance verification audit that is to be conducted on the site activities, then a copy of the summary of the findings and the proposed corrective actions shall be submitted to Phuthaditjhaba Labour Centre-Repair and Renovations Project Project/Construction Manager. The written report shall be submitted within one week after the completion of the audit.

71.3 SITE Audits

There will be monthly audits conducted by Phuthaditjhaba Labour Centre-Repair and Renovations Project on the Principal Contractor/s and/or contractors. These audits shall be attended by the contractor's site manager or his representative. Findings shall be addressed as soon as possible

69. CONTRACTORS SHE PLAN

All Contractors must use the applicable SHE information herein to develop a suitable and sufficient SHE plan, submitted with tender documents, which will indicate to the DPW the level of compliance to the SHE requirements. The safety, health and environment plan shall identify each construction activity to be undertaken by the Contractor, the foreseeable internal and external hazards, the specific precautions and controls that shall be necessary to ensure that the works proceeds safely and without risks to health or adjacent operations. Upon discussions with the Principal Contractor, a final accepted SHE plan would be signed and approved. The Principal Contractor is thereafter required to do the same when procuring other contractors. The Principal Contractor will not be allowed to commence work on site until the SHE plan has been approved.

When a Principal Contractor intends appointing a contractor, the Principal Contractor shall ensure that his SHE Plan is based on the Phuthaditjhaba Labour Centre-Repair and Renovations Project SHE Specification that was issued for the project and he shall further more ensure that the activities of the contractor are included in the SHE Plan to be submitted for approval. The plan shall demonstrate management's commitment to SHE and shall, as a minimum include the elements. The safety plan shall be reviewed to ensure that it fully addresses all the issues and complies with the requirements of the SHE Specifications and contract. If necessary, the Contractor shall amend the SHE Plan as required by the DPW.

70. COMPLIANCE AND APPROVAL OF CONTRACTOR SHE PLAN

The Contractor's SHE Plan will be audited against a compliance checklist so as to confirm compliance to the requirements in the Phuthaditjhaba Labour Centre-Repair and Renovations Project SHE specifications. Once compliance is confirmed, only then will the contractors SHE plan be approved by the DPW.

71. CONTRACTOR SHE PERFORMANCE EVALUATION

Phuthaditjhaba Labour Centre-Repair and Renovations Project shall evaluate contractor SHE performance on an ongoing basis against the Phuthaditjhaba Labour Centre-Repair and Renovations Project requirements.

72. INVESTIGATION OF FATALITIES / INJURIES / DISEASES / NEAR MISSES (PRINCIPAL CONTRACTOR AND CONTRACTORS)

- The Principal Contractor shall report all incidents/accidents as required in terms of legislation including near miss incidents, first aid, medical treatment, lost time incidents (lost time injuries and fatalities); Section 24 and 25 incidents; electrical contact; major equipment damage; chemical spillage and other environmental incidents immediately to the emergency coordinator.
- All incident reporting, recording, classification and investigation will be done according to the requirements set out in the Phuthaditjhaba Labour Centre-Repair and Renovations Project Standard.
- The Chairperson of the SHE Steering Committee shall determine which employee and contractor Loss Time Incidents, Environmental Sustainability Index Incidents, Repeat Incidents and Near-miss Incidents must be presented by the relevant Managing Director of the contracting company.
- If the relevant Managing Director of the contracting company is not in attendance the incident presentation will not be allowed. The purpose of these presentations are to confirm that all the root causes were identified, addressed and closed out and furthermore, it serves as an opportunity for sharing the lessons that were learnt from each of those incidents.
- All fatal incidents, employee and contractor incidents, shall be reviewed by the committee within one week after the incident. Preliminary investigation information shall be shared.
- All employee and contractor incidents that were in contravention of any one of the Project Lifesaving Rules must be presented by the relevant Manager or the Managing Director of the contracting company.
- If it is found that the Principal Contractor or his contractor are hiding/not reporting incidents, then steps (which may include disciplinary action) shall be taken against the Line Management of the Principal Contractor and contractor.
- A comprehensive and detailed investigation report shall be submitted to the Project manager. The Principal Contractor shall ensure that all accidents/incidents are investigated by him/her and are discussed at the Project SHE committee meeting held on site.
- Accidents/incidents shall be investigated and recorded in terms of the requirements of the Occupational Health and Safety Act, the Mine Health and Safety Act, the National Environmental Management Act and National Water Act as applicable.
- The DPW/Agent shall be allowed to participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project.
- Case studies will be compiled for all near misses, lost time incidents and fatalities.
- The Principal Contractor shall keep on site/workplace a record of all accidents and incidents reported in the form of the OHS Act Annexure 1 investigation form as referenced in the OHS Act. (Incident Investigation Report)

- The Principal Contractor shall provide SHE related statistics to the DPW at the end of each month.
- Phuthaditjhaba Labour Centre-Repair and Renovations Project reserves the right to conduct an independent investigation in any incident.
- In addition to the Principal Contractor and his contractor investigations, Phuthaditjhaba Labour Centre-Repair and Renovations Project will also, separately, conduct its own separate investigation. The Principal Contractor and contractor would be required to co-operate with the Phuthaditjhaba Labour Centre-Repair and Renovations Project investigation committee. No joint investigations would be held, i.e.: with Phuthaditjhaba Labour Centre-Repair and Renovations Project and Principal Contractor. Phuthaditjhaba Labour Centre-Repair and Renovations Project team shall define Parties to be involved in the investigations.
- All investigation teams must include at least 1 person (from both the Phuthaditjhaba Labour Centre-Repair and Renovations Project and Principal Contractor) that is competent in Root Cause Analysis Technique.
- Contractors shall ensure the incident/accident scene is not disturbed to preserve evidence for investigation purposes unless it is done to prevent further injury or for rescue purposes (OHS Act, Section. 24(2) applies). Investigation shall begin promptly after the incident/accident.
- Where applicable and with proper authorization, photographs may be taken of the scene of the incident as well as any equipment involved in the incident. The results of the investigation together with the Root Cause Analysis of the incident and the committee's recommendations for preventative action(s) shall be submitted to Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager, within 3 days after the incident occurred unless proof can be given that due to technical or other difficulties, more time is needed.
- Contractors shall also review and analyse all incidents; to establish trends that may indicate deviations from established work standards and safe working procedures/practices. The Contractor shall take appropriate corrective action and submit report to Project Manager.
- The Contractor shall investigate all incidents immediately and give the Project Manager a report within the specified time frame, which shall include:
 - Date, time and place of incident;
 - Description of incident;
 - Root cause of incident/accident;
 - Type of injury (if any);
 - Medical treatment provided (if any);
 - Persons involved;
 - Names of witness/s;
- It is required that all corrective actions are closed out within 3 months. If this is not practicable within the time frame, then it is to be submitted at a later date agreed to by the Project Manager.
- Please note that providing the Accident/incident investigation report does not exempt the Principal Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act and COIDA Act.
- It is essential that the Principal Contractor demonstrate that corrective action has been taken and that corrective action is communicated by a predetermined means to all Contractors staff affected. All corrective actions must be closed within 3 months from the date of issuing of investigation report.

- Feedback on the status of close out of corrective actions must be communicated at the relevant forums.
- The Contractor shall compile and implement procedure for:
 - Reporting and investigation of incidents – This document sets out the procedures to be followed when reporting, recording and investigating incidents that occur on a construction site.
 - Workplace Injury and Disease Recording – The purpose of this document should be a guide to the Principal Contractor on how to accurately evaluate, define and categorize fatalities, injuries and occupational diseases in a data format for the calculation of performance indicators for health and safety.

73. HEALTH AND SAFETY BEHAVIOUR OBSERVATIONS AND INSPECTIONS

The objective of behavioural safety observations is to assess and address the actual safe and unsafe behaviours of people in the workplace; as well as workplace conditions - which are caused by the actions or non-actions of employees, contractors or their supervisors.

74. SHE STATISTICAL AND NON-STATISTICAL REPORTS

The aim of this section is to outline all the incidents the Contractors must report to Phuthaditjhaba Labour Centre-Repair and Renovations Project. Reporting must not be later than 08:00 of every Thursday:

- Incidents: Lost time, medical; first aid, near misses reported
- Manpower numbers per Principal Contractor and Contractor Company
- Actual man-hours worked
- Status on incidents investigated and recommendations closed out
- Status on audits conducted and findings closed out.
- Phuthaditjhaba Labour Centre-Repair and Renovations Project team shall define and provide a reporting template.

75. OMISSIONS OF THIS SHE SPECIFICATION

By drawing up this SHE specification Phuthaditjhaba Labour Centre-Repair and Renovations Project has endeavoured to address the most critical aspects relating to SHE issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should Phuthaditjhaba Labour Centre-Repair and Renovations Project not have addressed all SHE aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform Phuthaditjhaba Labour Centre-Repair and Renovations Project of such issues when submitting the tender.

76. SHE FILE

The Contractor must have a SHE file in which records of this specification and the SHE plan are kept. All information required in the specification and plan, for the duration of the Principal Contractor and contractors contract, is to be recorded in the file. The SHE file that will be maintained will be per construction site. The Principal Contractor must also record on the file:

- Information about removal or dismantling of installed plant and equipment
- Hands information about equipment needing cleaning and maintenance, for future purposes
- Nature, location and markings of services

- As-built drawings

The file must be kept on site and must be available on request for audit and inspection purposes.

The SHE file shall be handed over to the DPW at the end of the Principal Contractor's contract.

77. HOURS OF WORK

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. The Principal Contractor will notify their Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager/Supervisor of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the DoL and /or the letter of approval from the DoL.

77.1 Night Work

No night work shall be performed without approval and the required documents approved by the DPW. Relevant documents required will include the following as a minimum:

- Risk assessment to address actions during the night
- Fatigue management plan
- Safe work procedure and method statement
- Lighting plan
- Traffic management plan

77.2 Overtime

The Principal Contractor will notify their Phuthaditjhaba Labour Centre-Repair and Renovations Project Manager/Supervisor of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

PART C4: SITE INFORMATION

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	PHUTHADITJHABA LABOUR CENTRE: REPAIRS AND RENOVATIONS			
Tender no:		WCS no:		Reference no:

C4 Site Information

1. GENERAL

*The site located at the existing premises of The Department of Labour at the following specific location: *

- Corner Lieta and Moropotsane Street
- Setsing
- QwaQwa
- Free State Province

The completion of the project will be done sectional with different practical completion dates that will not affect one another's statuses. The existing premises has water and electrical connections that are use by the client

DEPARTMENT OF PUBLIC WORKS
PHUTHADITJHABA LABOUR CENTRE
REPAIRS AND RENOVATIONS
ELECTRICAL INSTALLATION
CONSULTANTS REF. NO.: HRS 1161 E

PART B

PART 2 - SUPPLEMENTARY SPECIFICATION

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DEPARTMENT OF PUBLIC WORKS

S&W Engineering Services
HRS 1161 E
Phuthaditjhaba Labour Centre

PHUTHADITJHABA LABOUR CENTRE

REPAIRS AND RENOVATIONS

WCS : 053160

ELECTRICAL INSTALLATION

CONSULTANTS REF. NO.: HRS 1161 E

PART B

PART 2 - SUPPLEMENTARY SPECIFICATION

This part of the specification forms part of part 3 and is to be read in conjunction with this specification and relevant drawings. Part 4 of the specification takes preference over Part 3 of this document.

2.1 GENERAL

The installation shall be suitable for operation in Kimberley at an altitude of approximately 1120 meters above sea level with a maximum atmospheric temperature of 40° C and a minimum temperature of –10°C.

2.2 SUPPLY

The existing supply authority in this area is Maluti-a- Phofung Municipality and will be re-used on this project.

2.3 SCOPE OF WORK

The work described in this specification shortly entails the following:

1. Install cable infrastructure as per schedules and layout drawings.
2. General electrical installations for Office Building.

2.4 NATURE OF CONTRACT

The electrical contractor shall enter into a contract with the main contractor.

2.5 CABLES

This clause covers the supply, delivery, installation and connection of all new low tension cables as specified in the schedules and as indicated on the drawings.

2.5.1 General

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Phuthaditjhaba Labour Centre

Provisional lengths of cables only are indicated in the Bill of Quantities for the purpose of tendering. The onus is however, on the contractor to measure the actual lengths of cable required before ordering. All measurements are only to be done after any possible alterations to cable routes or positions of distribution boards etc. have been made by the Engineer/Representative. Reasonable allowances have been made to the provisional lengths in the Bill of Quantities for joints, cable ends, circuits etc. but payments shall only be made for actual lengths of cable installed. Excess cable shall not be considered for take-over.

2.5.2 Installation of Cables

Each cable end must be connected by way of the earth continuity conductor and/or cable armouring, (where applicable), local earth bar, other wires, switchgear etc.

The contractor shall give special attention to cables being pulled through pipes and channels to prevent such cables from being stretched, twisted or scoured. All such pipes and channels shall be properly sealed in an approved manner after all cables have been installed.

2.5.3 Testing of Cables

Following completion of the installation of the cables for each section, the insulation resistance shall be tested with an approved "meggar" type instrument. This test shall be performed at a terminal voltage of 625V for LT cables. The results of the test shall be witnessed by, and be to the satisfaction of the Engineer/Representative and the represent or representation of the local supply authority.

The tenderer shall also test and ensure that, at all points where cables are connected, the phase colours and phase rotations are correct. This test shall be done with an approved phase rotation meter and shall be done by means of an approved "meggar" type of instrument.

2.6 **CABLE LENGTHS**

For tender purposes the cable lengths shall be indicated in the bill of quantities. The contractor must measure the cable lengths on site after all routes have been approved by the Engineer/Representative before the cables are ordered, and the contract price shall be adjusted to the actual cable lengths to be installed.

2.7 **FIXING OF CABLES**

Where cables run along walls, ceilings, etc. they shall be secured on cable trays, or as specifically specified. In all cases expanding type fixing systems shall be used for fixing the equipment to the walls and on no account will wood plugs, etc. be accepted, whilst setting out the positions of the cable supports the contractor shall bear in mind the importance attached to the minimum bending radius of the cables.

Heavy duty cable trays shall be 100mm wide and shall be manufactured from perforated rolled steel with a minimum thickness of 1,2mm.

The trays shall have an upstand of at least 19mm on either side and shall be hot dip galvanized to SABS 787. Trays shall be installed with all the required bends, T-junctions etc.

2.8 **EXISTING MAIN BOARD**

The existing main boards must be manufacture and replace as per specifications and single line drawing issued, cleaned and all switch gear and terminals must be checked and all terminals must be fastened.

All labeling to be checked and corrected.

2.9 **DISTRIBUTION BOARDS**

All new boards shall be of the totally enclosed metal clad, metal frame type with flush mounted equipment and switch gear complete with all cable connections, external wiring, busbars, etc., which might be required.

The boards shall be constructed from mild steel, 1.6mm thick and shall be of an approved flush mounted type as specified, with hinged doors, complete with padlock handles. All boards shall be installed in positions as indicated on the drawings.

All switchgear shall be labeled with engraved brass or ivory labels to indicate circuits, lights or plugs.

The board shall be labeled on the outside as follows:

- (a) Number of the distribution board: DB – A.
- (b) Source from which this particular board is fed: Fed from main board
- (c) The cable size.: 4 x 25mm² + 16mm²

In general the distribution boards shall consist of a sheet bonding tray fitted with a removable circuit breaker chassis and a door unit as detailed below.

(a) Bonding Tray

The existing board trays shall be re-used and new boards shall be designed in accordance with the specification.

(b) Frame and Chassis

An architrave frame formed from mild steel sheet with belived edges, which shall accommodate panel, chassis and door(s). Frame to be fixed to tray in a suitable manner as to allow for adjustment for depth out of plumb, and for wall finish in-equalities, and shall overlap the tray by not less than 25mm all round. Frames shall house the following:

- (i) Chassis for mounting of equipment fixed to the architrave frame shall be of rigid construction provided with the necessary means for fixing of circuit breakers, isolators, etc.
- (ii) Panels of flat mild steel with machine punched slots to allow for flush mounting of circuit breakers and isolator.

Semi-flush boards must be provided within architrave extension frames.

(c) Doors

Doors of smooth flat finish sheet steel suitable braced to ensure stiffness should be recessed flush in the architrave. Catches shall be flush mounted. Single doors shall not exceed a width of 560mm.

All steelwork to be passified, smooth finished and covered with hard baked enamel paint. Final finish of boards shall be “beige” or as indicated by the Engineer/Representative.

(d) Busbars

Copper busbars, provided for each phase and neutral shall be mounted on isolators or fixed directly to the terminals of single pole miniature circuit breakers only. Boards shall be suitably sized to accommodate without undue cramping, the equipment specified.

A substantial brass earth bar, solidly bonded to the metal work of the board, is to be provided with connectors for the incoming earth conductors and the earth wires of outgoing circuits.

2.10 SURFACE INSTALLATION

Surface conduit installations will only be permitted in the ceiling spaces or as specified specifically and in all cases conduits are to be suitably fixed to the structure.

2.11 WIRING

All wiring to outlet points shall be by means of PVC insulated conductors in steel conduit or unistrut channels. Only one circuit per conduit will be permitted. In all cases bare earth wire shall be installed with all circuits and connected to metal boxes to ensure earth continuity.

2.12 SOCKET OUTLETS

All socket outlets shall be of the 3-pin 16A outlets. All the circuits for socket outlets shall be supplied with 4mm² PVC insulated stranded copper wire and 2.5mm² bare copper earth wire.

2.13 SWITCHES

All switches shall be of the 16A rating.

2.14 COVER PLATES

All cover plates shall be white.

2.15 LIGHT LUMINAIRES

The contractor shall allow for the supply, delivery and installation of all light luminaires as specified and indicated on the drawings and in the schedules.

N.B. All fluorescent luminaires shall bear the mark of the SABS and be fitted with telescopic lamp holders

2.16 SPECIAL PURPOSE POINTS

All special purpose points shall be wired according to the schedules. Steel conduit shall be used and where necessary, ended off with "Kopex" flexible tubing. Special precautions shall be taken to ensure good earth continuity throughout the whole installation and connection of electrical equipment.

Connections to electric motors and fixed apparatus to vibrations shall, unless other wise specified or indicated on the drawings, have final connections consisting of conduit and flexible tubing or reinforced hose in accordance with specifications with PVC cable and earth wire of the required size and isolator shall protect all fixed apparatus and where necessary a starter fitted with a no volt coil and overload protection adjustment to such apparatus.

2.17 FLEXIBLE CONDUIT

“Kopex” or other approved flexible tubing will be used to connect moveable appliances complete with approved connectors, etc. Earth conductors as specified shall be installed together with PVC conductors in flexible tubing to ensure earth continuity.

2.18 EARTH LEAKAGE RELAYS

On all the boards, earth leakage circuit breaker relays must be fitted for control of plug circuits. The sensitivity and response of the relays must be such that instantaneous tripping will occur at total earth leakage of 30 milli-amperes.

2.19 PHOTOCCELL SWITCH

The contractor shall allow for the supply, delivery and installation of 16A photocell switches suitable for 230Volt 50-Hertz alternating current complete with 15 second time delay. The switches shall be installed in a water resistance box on the outside as indicated.

2.20 EARTHING

The contractor shall be responsible for the effective earthing of the LT system as well as for the earthing of all non-current carrying metal parts of equipment. This shall be done to the satisfaction of the Engineer/Representative.

2.20.1 Earthing of Boards and main board

The main earthing for the boards and meter board must be obtained by installing the necessary number of approved vertical earth electrodes and 70mm² earth wire. The electrodes as well as any other earth conductors must be connected in parallel with the 70mm² copper conductor as main earth so that the earth resistance of the common earth is less than 2 ohms.

All readings must be submitted to the Engineer/Representative for approval and the earth electrodes and connections must not be covered before they have been inspected and approved.

2.20.2 Earthing of surge arrestors

New lightning arrestors shall be fitted to the existing distribution boards in the masts.

2.20.3 Earthing of cables and board

Board by way of suitable cable clamps or glands and where clamps are used, the armouring strands must be ferruled and bolted to the earth bar.

2.20.4 Earth conductors

As is evident from the schedules a separate copper earth conductor shall be installed with each length of LT cable. This conductor is to be connected to the distribution boards at the earth bar as stated in Clause above.

2.21 CONDUIT

The general requirements regarding the conduiting installation shall be as set out in Section A of this document. It should be noted that it is a specific requirement of this contract that all conduits used be of the steel galvanized type.

2.22 INSPECTION ON SITE

As much information as possible has been given, but in view of the nature of this service, tenderers are advised to visit the site and thoroughly acquaint themselves with the nature and extent of the work to be done. Tenderers shall make allowance for items obviously intended and necessary for the proper completion of the work, although not specifically mentioned, and special attention should be paid to the type of material to be excavated, as no claims for additional excavations will be accepted.

2.23 TESTING OF THE INSTALLATION

After completion of the installation, the contractor shall perform such acceptance tests as may be prescribed by the Engineer/Representative at the time and as required by the supply authority. The necessary test equipment must be made available by the contractor for this purpose.

2.24 LIGHTNING PROTECTION

This contract comprises the complete supply and installation by specialists of a Lightning protection system according to the requirements of the Code of Practice of Structures against Lightning, SABS 03-1952, with amendments.

2.24.1 Definition of Terms

The terms used in these specifications shall have the meaning ascribed to them in SABS 03

2.24.2 Tests

After installation the contractor shall perform such acceptance tests as may be prescribed by the Engineer / Representative at the time. A null balance earth tester must be made available by the contractor for this purpose.

2.24.3 Air Terminations

Air Terminations and connections between air terminations shall generally consist of Aluminium Alloy Straps 20 x 3mm, or 8mm dia. Aluminium Alloy rods, supported by Aluminium Alloy or other approved holding down brackets secured onto the structure by means of stainless steel screws at intervals of lengths not exceeding 1,5m.

Note: The requirements of the Code regarding insulation between Aluminium conductors and concrete surfaces must be strictly adhered to.

Adequate provision must be made for expansion of the air termination conductors to the satisfaction of the Engineer / Representative.

2.24.3 Down Conductors

The minimum cross-sectional area of down conductors shall not be less than 50mm² and the diameter of circular section conductors not less than 9,5mm. Down pipes shall not be used as down conductors.

2.24.3 Earth Termination

Earth termination in the form of extensible driven vertical rods shall be of copper (for sort ground only), copper clad steel or phosphor bronze having a nominal diameter of 16mm.

Copper clad steel rods shall have a molecular bond between the two metals to prevent moisture ingress. Where it is necessary to join earth rods together, a non-ferrous corrosion resistant coupling device should be used which prevents ingress of moisture into the joint.

2.24.3 Joints

Where it is necessary to join lengths of circular section conductor, as suitable ferrule should be used which is crimped securely into position. In the case of flat conductor the joint should be made by either double riveting using aluminium rivets, two stainless steel bolts and nuts, or other approved method. Each joint made using dissimilar metals should be thoroughly cleaned before assembly and subsequently rendered watertight by painting or covering an inert tenacious material.

2.24.3 Bonds

Where it is necessary to bond the aluminium conductor to any other metallic surface, this should be done by bolting or riveting. Care should be taken to prevent electrolytic corrosion in that the joints should be thoroughly cleaned and subsequently sealed as described in joints.

2.24.3 Conductor Holding down brackets

The conductor should be mounted in aluminium alloy guides conforming with the material specification, which allow free longitudinal movement of the conductor to cater for expansion and contraction of the system due to temperature variation. The guides should be attached to the structure by screwing and plugging using two screws manufactured from stainless steel.

2.25 **CERTIFICATE OF COMPLIANCE OF THE ELECTRICAL INSTALLATION**

Before any inspection or hand over of the electrical installation or part thereof takes place the electrical contractor will present a Certificate of compliance of the electrical installation or part of the installation to be handed over as defined in the regulations of the Occupational Health and Safety Act of 1993 as amended.

2.26 **EXISTING SERVICES**

Should the contractor encounter any existing services such as underground cables, pipes or sewers during the execution of the works he shall notify the Engineer/Representative immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the Engineer/Representative.

2.27 **CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly intelligible to the tenderer he/she shall, before submitting his tender, obtain clarification in writing from the Engineer/Representative.

2.28 **DISTRIBUTION PILLAR KIOSKS**

2.28.1 GENERAL

This specification covers the manufacture of distribution kiosks for general reticulation and distribution systems in normal environmental conditions for three-phase, four-wire, 400/231 V, 50 Hz systems.

2.28.2 SIZE

Kiosks shall be of ample size to accommodate the specified equipment and provide space for future requirements as specified.

2.28.3 MOISTURE AND VERMIN

Kiosks shall be weatherproof. To prevent the ingress of water onto the equipment, the door entry surrounds shall have a channel shape, at least 12mm deep, to accommodate the door edge.

The roof shall be constructed with an overhang above non-continuous panelling and shall be provided with a drip-edge.

2.28.4 VENTILATION

Two ventilation grilles or slots, approximately 150 x 125mm, vermin proofed and insect proofed by means of 1,5mm brass mesh or perforated steel plate spot-welded on the inside, shall be provided on the top and bottom of both side panels.

The construction of the grilles shall prevent the ingress of rain or water.

2.28.5 SHEET STEEL CANOPIES

2.28.5.1 The canopy and doors shall be manufactured of mild steel to the following requirements:

- (a) A metal framework shall be manufactured from solid angle iron, channel iron or 2,5mm minimum folded sheet steel.
- (b) Joints shall be non-continuously butt welded. Welds shall be ground smooth and the joint wiped with plumber's metal in order to provide a smooth finish.
- (c) Side panels, doors and the roof shall be manufactured from 2mm minimum sheet steel. The panels shall have upturned edges which are recessed in the frame or which fit over lips on the frame. The side panels may be either bolted or welded to the frame or form part of the folded metal frame.
- (d) The roof of the cubicle shall be removable and shall be fitted by means of bolts which shall be accessible from inside the cubicle only.
- (e) All panels and doors shall be suitably braced and stiffened to ensure rigidity and to prevent warping.
- (f) The steel canopy and framework shall be fixed to the base frame by four M16 high tensile steel bolts.

2.28.5.2

Finish and Colour of Sheet Steel Kiosks

- (a) Metal components of the framework, panels and doors shall be painted in accordance with the Department's "STANDARD PAINTING SPECIFICATION", Section C39.
- (b) The colour shall be "ELECTRICAL ORANGE" of SABS 1091. A tin of matching touch-up paint (not smaller than 500ml) shall be provided with each consignment.

2.28.6 DOORS

Doors shall be fitted to the front and to the rear of each cubicle. The doors shall provide free access to equipment which has to be operated and shall provide a full view of all meters. Cubicles wider than 700mm shall be provided with double doors.

Doors shall have well returning edges to fit into the channel of the door entry surrounds.

Doors shall swivel through 135°.

Brass hinges shall be used to hang the doors. The hinges shall be bolted to the canopy with brass bolts and nuts. Bolt heads or nuts shall not protrude beyond the outer surface of the kiosk. Nylon, aluminium or piano hinges are not acceptable.

Doors shall be fitted with lever locks with a 135° movement. The locking mechanism shall have a catch on the rear which catches behind the frame or door entry surround. The locking mechanism as well as the catch support area shall be backed with brass or galvanized steel plates. The locking mechanism shall be lockable by padlocks.

The locking mechanism shall be made of brass or stainless steel.

Door restraints shall be provided. Cloth or canvas straps are not acceptable. The fixing points of the restraint at both the door and canopy shall be reinforced.

At least three hinges shall be supplied on steel doors higher than 12mm.

Doors shall be fitted with neoprene or equivalent seals.

Metal doors shall be earth bonded to the frame by means of a copper braided strap, tooth washers, bolts and nuts.

2.28.7 EQUIPMENT SUPPORT FRAME

A free standing, angle iron or similar type rigid support framework shall be provided.

The frame shall be bolted down on the base by four M16 high tensile steel bolts. the holding-down bolts shall be accessible from the inside of the cubicle only. The frame of sheet steel canopies may be bolted to the canopy framework.

A galvanized steel cable gland plate shall be bolted to the bottom of the frame across the full width of the cubicle to cover the cable entry opening in the base.

The gland plate shall be suitably punched to accept the number and size of cables specified.

All steelwork shall be hot-dip galvanized in accordance with SABS 763.

A panel of resin bound synthetic wood or other suitable dielectric material shall be provided for the mounting of all equipment and busbars. Impregnated hardboard, other treated or untreated wood products are not acceptable.

Alternatively, all equipment and busbars shall be flush mounted within a purpose-made sheet metal frame enclosed by a machine punched removable front panel through which the operating handles of the equipment protrude. Care shall be exercised that the rear studs of circuit breakers are properly insulated from the steel chassis. Miniature circuit breakers may be installed in clip-in trays mounted on the frame.

2.28.8 CONCRETE BASES AND BASE FRAMES

To ensure stability of the kiosk after installation, it shall be mounted on a base frame which, in turn, shall be bolted to a concrete base cast into the bottom of the cable trench.

The base frame shall be constructed of angle iron, at least 50 x 4mm thick and shall be of welded construction hot-dip galvanized and coated with epoxy resin tar.

The vertical height of the box frame shall be at least 900mm and the construction shall be such as to provide a rigid support for the kiosk.

The base frame shall protrude to a maximum height of 200mm above ground level. Provision shall be made for the protection and concealing of the cables entering the kiosk and to prevent access of animals and vermin.

The base frame shall be secured by at least four M16 bolts to the support frame of the kiosk and four M16 anchor bolts and nuts to the concrete base. The bolts, nuts and washers shall be galvanized and supplied with the kiosk.

All galvanizing shall be to SABS 763.

The kiosk manufacturer shall supply a detailed drawing of the base frame and the concrete base required.

Alternative designs and materials for the base (or root) of the kiosk will be considered, but full details must be submitted for approval by the Department.

2.28.9 MOUNTING OF EQUIPMENT

The mounting of equipment shall comply with SABS 1180 where applicable. Equipment shall be fixed to the support panel with bolts, nuts, washers and spring washers or self locking nuts with washers. Self-tapping screws are not acceptable.

Equipment shall be arranged and grouped in a logical fashion.

All equipment shall be flush mounted behind panels with only circuit-breaker and isolator toggles and meter faces protruding. The front panels shall be secured in position by 6mm studs and hexagonal chromed brass dome nuts and washers or hank nuts fasteners. Self-tapping or similar screws are not acceptable.

Blanking plates shall be fitted over slots intended for future equipment. These plates shall be fixed fixing holes do not need to be drilled through the front panel.

2.28.10 ACCESS

All equipment, busbars and wiring shall be completely accessible with the door open and the back door and front panel removed.

2.28.11 LABELLING

All equipment shall be fully labelled and accurate descriptions shall be given in both official languages.

Engraved brass shall be used for labels. The labels shall be riveted to the kiosks.

The following labels shall be supplied as a minimum requirement:

- (a) Number and allocation of kiosk, e.g. KIOSK B26.
(Lettering: At least 10mm high. Label on the outside in a prominent position).

- (b) Designation of circuit, i.e. circuit breaker, isolator, meter, etc. e.g.

HOUSE 473
HUIS 473
PUMP SUPPLY
POMPTOEVOER

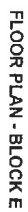
(Lettering: At least 5mm high. One label installed directly below each item of equipment pertaining to the particular circuit shall be provided.)

- (c) The main switch shall be marked in accordance with the regulations.
- (d) The function and circuits of all other equipment shall be clearly identified. Flush mounted equipment within the front panel shall be identified by labels fixed to the front panel. The labels for all equipment installed behind panels shall be fixed to the support panel close to the equipment.
- (e) The labels shall be secured by means of rivets. Self-tapping screws are not acceptable. Labels shall not be glued to their mounting positions. Sufficient rivets shall be provided to prevent labels from warping.
- (f) All label designations shall be confirmed with the Department before manufactured.

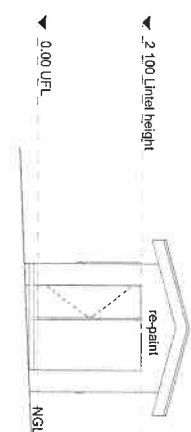
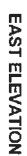
2.28.12 NOTICES

At least one with the words "DANGER/INGOZI/GEVAAR" shall be mounted outside on the front of the kiosk. This notice shall be riveted to the steel or cast iron door so that it cannot easily be removed. Brass rivets shall be used. The notice shall be laminated into the fibreglass door in the case of fibreglass kiosks.

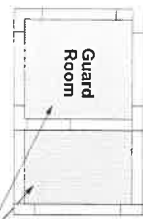
DRAWINGS / PLANS



SOUTH ELEVATION

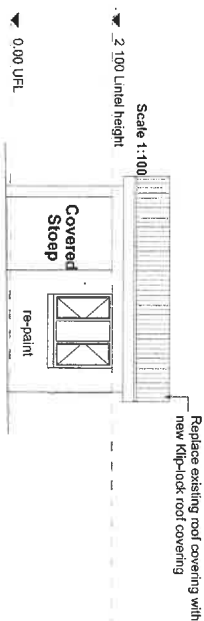


CEILING PLAN - BLOCK E

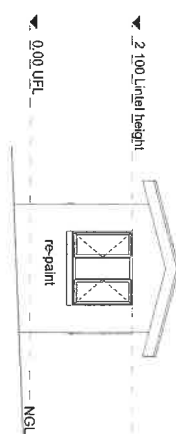


6mm fibre cement ceiling boards nailed to bracing as per spec.
Height: 2550mm

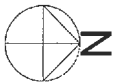
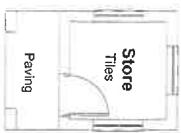
BLOCK E : GUARD HOUSE



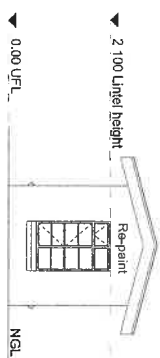
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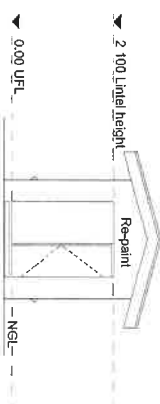
WEST ELEVATION



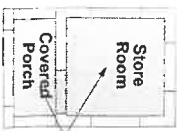
FLOOR PLAN - STORE ROOM



NORTH ELEVATION

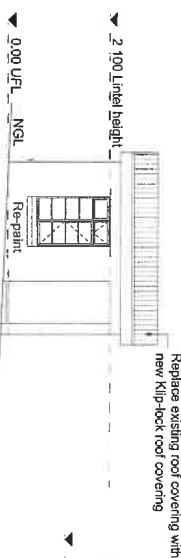


SOUTH ELEVATION

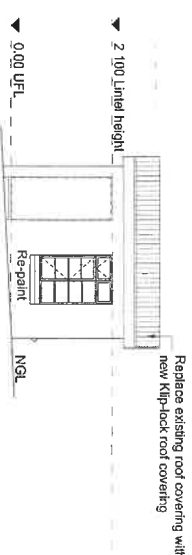


6mm fibre cement ceiling boards nailed to bracing as per spec.
Height: 2550mm

CEILING PLAN - STORE ROOM



WEST ELEVATION



EAST ELEVATION

STORE ROOM

GENERAL NOTES

- [illegible]

REVISIONS

[illegible]

THE REGIONAL MANAGER
NATIONAL DEPARTMENT OF PUBLIC WORKS
4 BROAD STREET
PRIVATE BAG 202000
ELDEURONTEN
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admin@hoganarchitect.co.za

Project Title:

**Phuthaditshaba Labour Centre:
Repair & Renovations**

Drawing Description:

Block E - Guardhouse & Block F-Store Room

Drawn: M.R.
Checked: K.M.

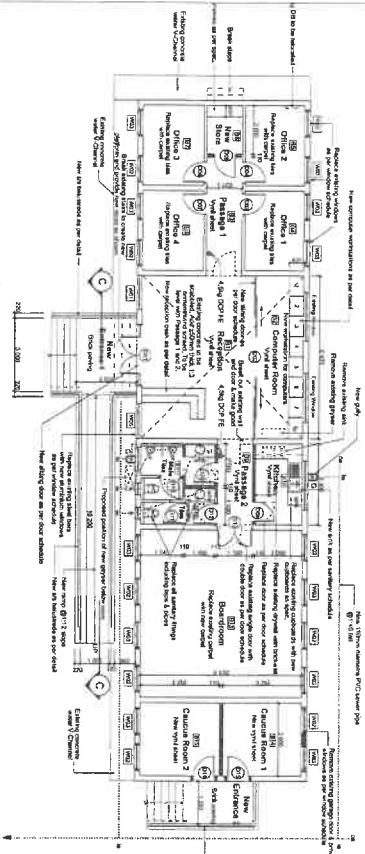
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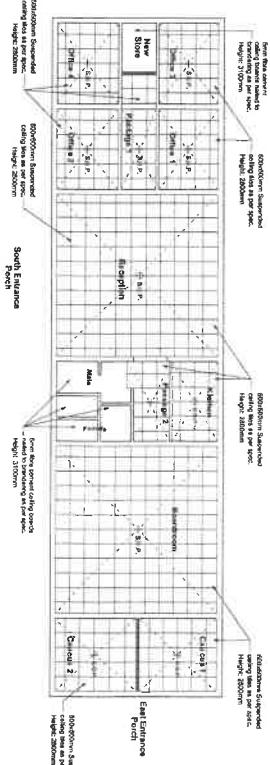
FLOOR PLAN - BLOCK B

Scale 1:100



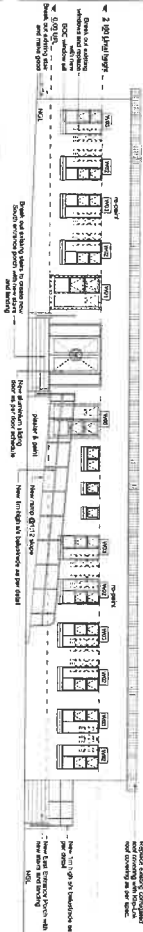
CEILING PLAN - BLOCK B

Scale 1:100



SOUTH ELEVATION

Scale 1:100



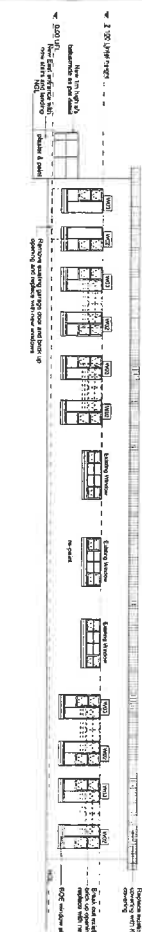
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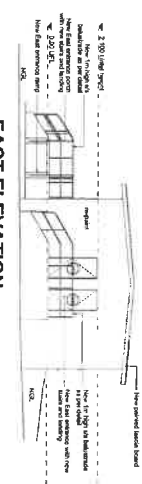
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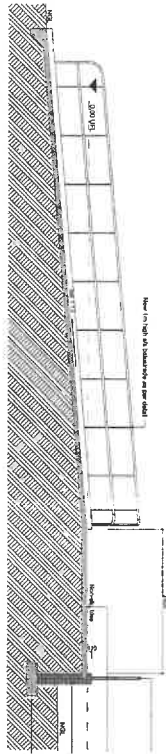
EAST ELEVATION

Scale 1:100



SECTION C-C

Scale 1:50



GENERAL NOTES

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2. ANY DIMENSIONS TO BE SHOWN ON THE DRAWING ARE TO BE TAKEN FROM THE FACE UNLESS OTHERWISE SPECIFIED.
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REVISIONS

NO.	DATE	REVISION
1	10/10/2010	ISSUED FOR TENDER



LEADER
P. D. B. 2001
10/10/2010

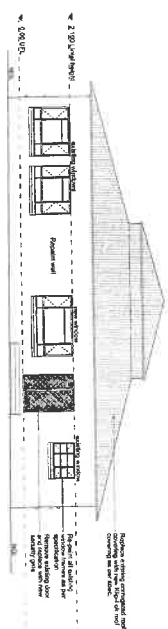
Pinnathilatha Labour Centre:
Repair & Renovations

Design: M.R.
Checked: K.M.

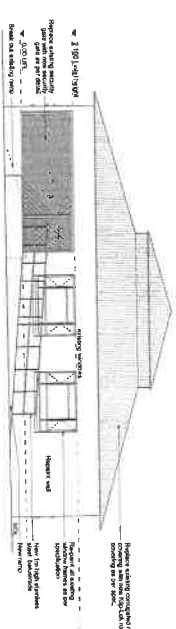
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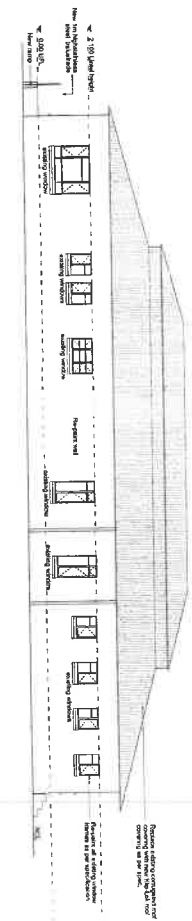
For Tender



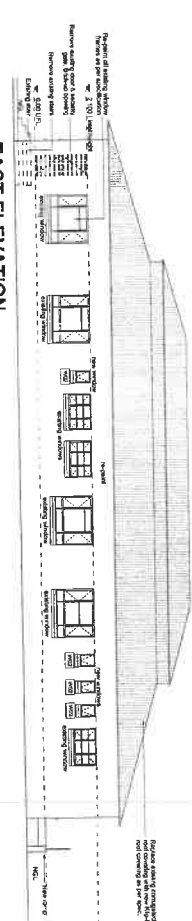
SOUTH ELEVATION



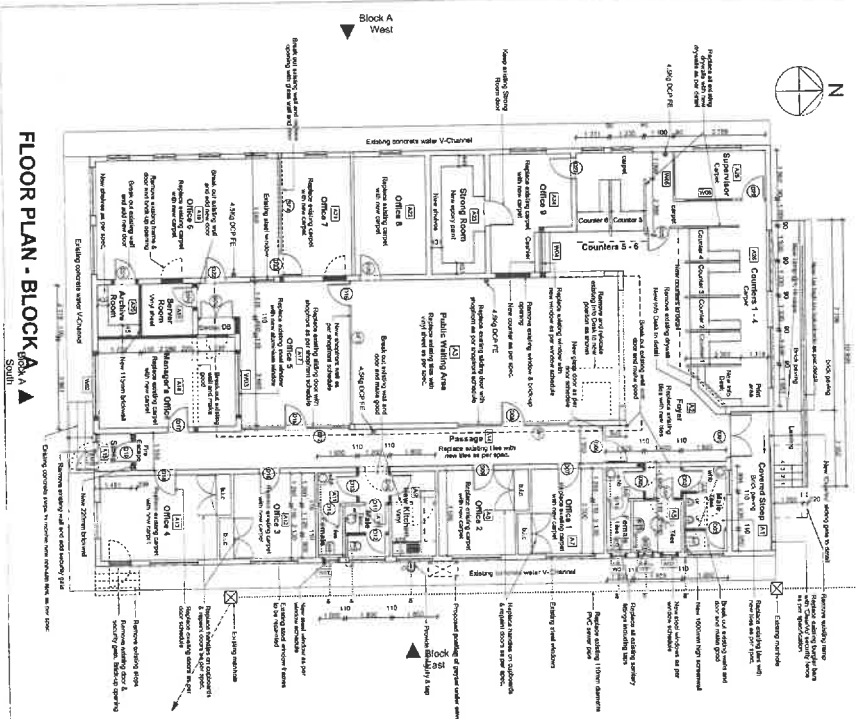
NORTH ELEVATION



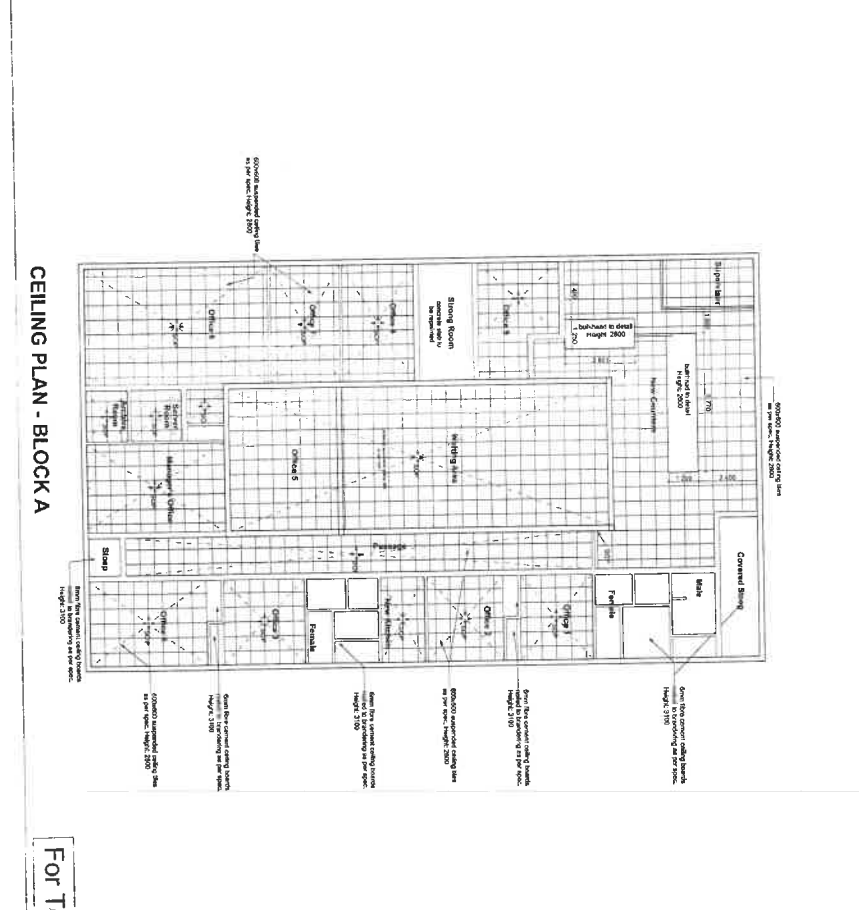
WEST ELEVATION



EAST ELEVATION



FLOOR PLAN - BLOCK A



CEILING PLAN - BLOCK A

GENERAL NOTES

1. THE DRAWING IS FOR THE REPAIR AND RENOVATION OF THE EXISTING BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

REVISIONS

NO.	REVISION	DATE
1	ISSUED FOR TENDER	05/05/2024

THE NATIONAL ARCHITECTURE & PLANNING INSTITUTE

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200

PHUTHATHSHA LABOUR CENTRE

Repair & Renovations

05/05/2024

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For Tender

05/05/2024

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