



CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL

CONTRACT NO: 2025/07/1242

ADDENDUM No. 1

Tenderers are advised to take note of the following amendments to the Tender Document:

Please take note of the following changes within the document:

T1.2 Request for RFQ Data Validity Period 90 Days

T1.3 RFQ evaluation Criteria Validity Period 90 Days

NOTE: TENDERERS ARE TO REFER TO THE ATTACHED REVISED TENDER DOCUMENT INCORPORATING THE ABOVE-MENTIONED AMENDMENTS.

**Tenderers are to kindly acknowledge receipt of this addendum by signing below and submitting the signed addendum with the tender.
Failure to do so will render the tender invalid.**

Name

Company

Signature

Date



REQUEST FOR QUOTATION
FOR
APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF
STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL

3GB OR HIGHER

EMIS NO: 200200737

DISTRICT: BUFFALO CITY

RFQ NO: 2025/07/1242

Consisting of:

Single Volume: The Request for RFQ (Returnable) - This document

BIDDER:

CRS NO:

Compiled for:

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

Website: www.edu.ecprov.gov.za

Compiled by:

JULY 2025

REQUEST FOR QUOTATION

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REQUEST FOR QUOTATION

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Part 1: RFQ PROCEDURE

**T1.1: Request for RFQ Notice and Invitation to RFQ
(SBD1)**



REQUEST FOR QUOTATION NOTICE

DEPARTMENT OF EDUCATION **EASTERN CAPE PROVINCE**

The Eastern Cape Department of Education (ECDOE) invites contractors to tender for the **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL**

RFQ NO: 2025/07/1242
[CIDB Grade: 3GB or Higher]

Project Leader (DoE)

Mr Q Msiwa
Tel: 040 608 4707
Email: qiqile.msiwa@ecdoe.gov.za

RFQ documents are downloadable free of charge from the Eastern Cape Department of Education website (www.ecdoe.gov.za) or from National Treasury's tender portal (<https://eceducation.gov.za/corporate/tenders>). RFQ documents will be available on **Thursday, 17 July 2025** at **09h00am**. No RFQ documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to:

Asanda.pokwana@ecdoe.gov.za

Technical enquiries: may be addressed in writing to **Mr. Q. Msiwa**– email: **qiqile.msiwa@ecdoe.gov.za**

Completed Request for RFQ documents in a sealed envelope endorsed with the project name, request for RFQ number and description must be deposited in the Tender Box, **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00** on **Monday, 21 July 2025**

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

Procurement Contact Official

Ms A Pokwana
Tel: 040 608 4326
Asanda.pokwana@ecdoe.gov.za

Infrastructure Contact Official

Mr Q Msiwa
Tel: 040 608 4707
qiqile.msiwa@ecdoe.gov.za

PART A INVITATION TO RFQ

YOU ARE HEREBY INVITED TO RFQ FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
RFQ NUMBER:	RFQ NO: 2025/07/1242	CLOSING DATE:	21 July 2025	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL				
RFQ RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
Department of Education					
Steve Tshwete Education Complex					
Zone 6					
Zwelitsha					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Asanda Pokwana		CONTACT PERSON	Mr. Qiqile Msiwa	
TELEPHONE NUMBER	040 608 4326		TELEPHONE NUMBER	040 608 4704	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Asanda.pokwana@ecdoe.gov.za		E-MAIL ADDRESS	Qiqile.Msiwa@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. RFQ SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE RFQ DOCUMENT.**
- 1.3. THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE RFQ INVALID.

SIGNATURE OF THE BIDDER:

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

DATE:

T1.2 Request for RFQ Data

T1.2: REQUEST FOR RFQ DATA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL		
Request for RFQ No:	2025/07/1242		
Advertising date:	17 July 2025	Closing date:	21 July 2025
Closing time:	11h00	Validity period	90 Days

Clause number																								
	The conditions of Request for RFQ applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423. The Standard Conditions of RFQ make several references to the RFQ Data for details that apply specifically to this Bid. The RFQ Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of RFQ to which it mainly applies.																							
C.1.2	The employer is the Eastern Cape Province Department of Education																							
C.1.3.1	The Request for RFQ documents issued by the employer comprise: THE REQUEST FOR RFQ (SINGLE VOLUME) Part 1: Bidding Procedure T1.1 Request for RFQ Notice and Invitation to RFQ (SBD1) T1.2 Request for RFQ Data Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.1c General Conditions of Contract C1.2 Contract Data C1.3 Form of Guarantee Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents: <table><tr><td>SBD4</td><td>Declaration of interest</td><td>Mandatory Requirement</td></tr><tr><td>SBD6.1</td><td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td><td>Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.</td></tr><tr><td>T2.2.1</td><td>Certificate of authority for signatory</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.2</td><td>Certificate of authority for joint ventures (if applicable)</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.5</td><td>Record of addenda to Request for RFQ documents</td><td>Additional documents</td></tr><tr><td>T2.2.6</td><td>Capacity of Bidder</td><td>Additional documents</td></tr><tr><td>T2.2.7</td><td>Relevant project experience - completed projects</td><td>Additional documents</td></tr></table>			SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures (if applicable)	Mandatory Requirement	T2.2.5	Record of addenda to Request for RFQ documents	Additional documents	T2.2.6	Capacity of Bidder	Additional documents	T2.2.7	Relevant project experience - completed projects	Additional documents
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	T2.2.8	Relevant project experience - current projects	Additional documents
	T2.2.9	Schedule of plant & equipment	Additional documents
	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement
	T2.2.11	CIDB grading certificate	Mandatory Requirement
	T2.2.12	Other certificates (certified copies to be inserted by Bidder), etc	Mandatory Requirement
		Valid Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
	PRICING SCHEDULE	Priced BoQ	Mandatory Requirement
THE CONTRACT Part 4: Scope of Work C3.1 Scope of work C3.2 Health and Safety Specification C3.4 Contractors Reports Part 5: Pricing data C2.1 Pricing instructions C2.2 Preliminaries / Bill of Quantities / Final Summary Part 6: Site information C4 Site information C5 Drawings			
C.1.4	The employer's agent is:		
	Name:	Q Msiwa (Eastern Cape Province Department of Education)	
	Capacity:	Principal Agent	
	Address:	Steve Tshwete Building	
	Tel:	(040) 608 4707	
	Fax:		
	E-mail:	qiqile.msiwa@ecdoe.gov.za	
C.2.1	Only those Bidders who satisfy the following eligibility criteria should submit Request for Bids: - Submit an offer only if the Bidder satisfies the criteria stated in the Request for RFQ data and the Bidder, or any of his principals, is not under any restriction to do business with the employer. - The Bidder is registered with the CIDB, in a 3GB or Higher class of construction work. - The Bidder is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) - The Bidder accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. - Bidders adhere to the pre-qualification criteria stated in the Request for RFQ document, if any.		
C.2.1	Joint ventures are eligible to submit Bids provided that: - Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. - The combined contractor grading designation of the members 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 RFQ for a 3GB or Higher class of construction work. - The members/parties have signed a joint venture agreement.		

C.2.7	The arrangements for the compulsory clarification meeting, if any, are as stated in the Request for RFQ Notice (T1.1). A Request for RFQ will not be considered if the Bidder or their representative has not attended the compulsory briefing session. Bidders must sign the attendance register in the name of the bidding entity. Addenda will be issued to and Request for Bids will be received only from those bidding entities appearing on the attendance register. Request for RFQ documents will not be issued at the clarification meeting.
C.2.8	Request clarification at least 3 calendar days before the closing time.
C2.11	All documents must be completed and signed in black permanent ink. No correction fluid must be used in the document. Incomplete RFQ responses may be disqualified or evaluated solely on the information contained in the bid. The ECDoE may disregard any content in the request for RFQ that is illegible and will be under no obligation whatsoever to seek clarification from the bidder.
C.2.12	If a Bidder wishes to submit an alternative Request for RFQ offer, the only criteria permitted for such alternative Request for RFQ offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Request for RFQ 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 Request for RFQ offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, 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 RFQ for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative RFQ offer permitted: Yes ☐ No ☒
C.2.13 C.2.15	The employer's address for delivery of Request for RFQ offers and identification details to be shown on each Request for RFQ offer package are as per Request for RFQ Notice (T1.1) and Invitation to RFQ (SBD 1)
C.2.13.5	Request for RFQ offers shall be submitted as originals only.
C.2.13.6	A two-envelope system is not required.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.
C.2.15	The closing time for submission of Request for RFQ offers is as per the Request for RFQ Notice (T1.1) and the Invitation to RFQ (SBD 1).

C.2.16	The Request for RFQ offer validity period is as per the Request for RFQ Notice (T1.1) and the Invitation to RFQ (SBD 1).
C.2.17	Provide clarification of the Request for RFQ offer in response to do so from the employer during the evaluation of Request for RFQ offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the Request for RFQ offer is sought, offered, or permitted.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Bid.
C.3.4	The time and location for opening of the Request for RFQ offers are as per the Request for RFQ Notice (T1.1).
C.3.11	Financial Offer and Preference will be evaluated as follows: The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution. The score for price is calculated using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: Ps = Points scored for price of RFQ under consideration; Pt = Price of RFQ under consideration and Pmin = Price of lowest acceptable bid. A trust, consortium or joint venture will qualify for points for their Specific Goals.
C.3.13	Request for RFQ offers will only be accepted if: 1. The Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The Bidder has not: a. Abused the Employer's Supply Chain Management System; or b. Failed to perform on any previous contract and has been given a written notice to this effect; 3. The Bidder has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Request for RFQ process; 4. The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; The Bidder is in good standing with the Compensation Fund.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Bidder.

T1.3 RFQ EVALUATION CRITERIA

T1.3: RFQ EVALUATION CRITERIA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL		
RFQ No:	2025/07/1242		
Advertising date:	17 July 2025	Closing date:	21 July 2025
Closing time:	11h00	Validity period	90 Days

	RFQ EVALUATION CRITERIA									
	This RFQ will be evaluated in Two (2) phases as follows: Phase One: Compliance, and responsiveness to the RFQ rules and conditions, thereafter they will be evaluated on PPPFA. Phase Two: Bidders passing the stage above will thereafter be evaluated on PPPFA. <table><tr><td>Maximum points on price</td><td>-</td><td>80 points</td></tr><tr><td>Maximum points for Specific goals</td><td>-</td><td>20 points</td></tr><tr><td>Maximum points</td><td>-</td><td>100 points</td></tr></table> Phase 1: Compliance, and responsiveness to the RFQ rules and conditions Bidders must comply with the following RFQ conditions in order to proceed to Phase Two Of Evaluation:– 1. Priced Bills of Quantities must be submitted. 2. Bidders are required to have a CIDB contractor Grading designation 3GB or Higher. Proof of Cidb Registration or CRS number must be submitted with the bid. 3. Bids which are late will not be accepted. 4. A valid Letter of Good Standing from the Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 must be submitted with Bid 5. Failure to complete <u>all</u> supplementary information and the RETURNABLE SCHEDULES may result in the request for RFQ being eliminated. 6. Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender Failure to submit the following completed and signed compulsory documents will result in elimination of the bid:	Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points								
Maximum points for Specific goals	-	20 points								
Maximum points	-	100 points								

FORM C1.1	Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of the tender	Mandatory Requirement									
SBD4	Declaration of interest	Mandatory Requirement									
SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.									
T2.2.1	Certificate of authority for signatory	Mandatory Requirement									
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T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement									
T2.2.11	CIDB grading certificate or CRS No.	Mandatory Requirement									
T2.2.12	Other certificates (certified copies to be inserted by Bidder), etc	Mandatory Requirement									
	A valid Letter of Good Standing from Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993	Mandatory Requirement									
	Priced BoQ	Mandatory Requirement									
Phase Two: Bidders passing the stage above will thereafter be evaluated on PPPFA. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS: <table> <tr> <td>Maximum points on price</td> <td>-</td> <td>80 points</td> </tr> <tr> <td>Maximum points for Specific goals</td> <td>-</td> <td>20 points</td> </tr> <tr> <td>Maximum points</td> <td>-</td> <td>100 points</td> </tr> </table>			Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points									
Maximum points for Specific goals	-	20 points									
Maximum points	-	100 points									

Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the:
APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL

The Bidder, identified in the offer signature block, has examined the documents listed in the Request for RFQ data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Request for Bid.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....Rand (in words);

R(in figures)

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 Bidder before the end of the period of validity stated in the Request for RFQ data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the Bidder

.....
 (Name and address of organization)

Name and signature of witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

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

Deviations from and amendments to the documents listed in the Request for RFQ data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within 2 (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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Name and address of organization)

Name and
signature of
witness Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the Request for RFQ documents issued by the employer before the Request for RFQ closing date is limited to those permitted in terms of the conditions of Request for Bid.*
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Request for RFQ documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the Request for RFQ documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1. Subject _____
Details _____
2. Subject _____
Details _____
3. Subject _____
Details _____
4. Subject _____
Details _____

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Request for RFQ data and addenda thereto as listed in the Request for RFQ schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Request for Bid/ RFQ documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.1a Final Summary of Bills of Quantities

Section No. **FINAL SUMMARY**

Page

- 1 PRELIMINARIES
- 2 REPAIRS TO EXISTING BUILDINGS
- 3 PROVISIONAL SUMS

35
50
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ADD: CONTINGENCIES

Allow the Amount of R 120 311.50 (One Hundred and Twenty Thousands, Three Hundred and Eleven Rands, fifty cents only) for contingencies, to be used by the Architect in terms of Clause 17 of the Principal Building Agreement.

120 311 50

SubTotal excluding Value Added Tax

ADD VAT @ 15%:

Carried to Tender

R

FINAL SUMMARY

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Bidders shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Bidders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Bidders shall not apply.

C.1.6.2.2 All responsive Bidders or at least a minimum of not less than three responsive Bidders that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Bidders shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Bidders have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these

conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive Bidders to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all Bidders who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals status level. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value

	outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Bidders for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Bidders or might prejudice fair competition between Bidders.

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C1.2 Contract Data

PART C1.2: CONTRACT DATA

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

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Reference number	RFQ 2025/07/1242
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Mdantsane
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Education
Business registration number	N/A
VAT/ number	N/A
Country	South Africa
Employer's representative: Name	Ms S Maasdorp - Head of Department Eastern Cape Department of Education
Telephone number	+27 40 608 4200

Physical address	EASTERN CAPE DEPARTMENT OF EDUCATION: SUPPLY CHAIN MANAGEMENT OFFICE, STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6 ZWELITSHA.
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A4.0 Principal Agent [1.1]

Name	TBC		
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A7.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A8.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A9.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A10.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A12.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations, and notices [2.0]

Law applicable to the works , state country [2.1]	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
---	---------------------------

B 4.0 Documents [5.0]

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

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

[illegible]

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (Contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (Contract sum or amount)		N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim

or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			No	
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOEs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. All allowances for the safe removal and disposal of asbestos material are deemed to be priced in the removal of existing roofing and other asbestos containing material. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities. Allowance must be made for periodic adjustment of any hoardings aligned to the project phasing and for their eventual removal and for making good. 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.		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	07h30 to 17h00 Weekdays only. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the management of the school, in advance. No costs shall be claimable connected thereto.		

Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	Yes
If yes, description	Existing services that are to be preserved are indicated in the existing service layout plan.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas are defined on the drawing specifying the site establishment.		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

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

B 10.0 Direct contractors [16.0]

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

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

B 11.0 Description of sections [20.1]

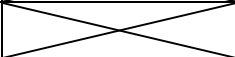
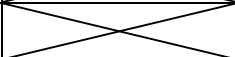
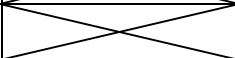
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days -	Period in months	Penalty amount per calendar day (excl. tax)
		10	2	16.5c per R100.00 of Contract Amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B16.0 [B4.1]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				

Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

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

B 13.0 Defects liability period [21.0]

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

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	15th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	Base Month:
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Dispute Resolution [30.6]		
Adjudication [30.6.1; 30.10] Name of nominating body	N/A	
Applicable rules for adjudication [30.6.2]	N/A	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	No
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Yes, Might have to work on specific blocks at a given time allocation	
Enclosure of the works - specific requirements [B4.2]		The contractor will be restricted to work only within the area demarcated for that specific project work section as per site establishment drawings.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		YES	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements(Cellular,Email)	

Protection of the works - specific requirements [B11.1]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Disturbance - specific requirements [B11.5]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Environmental disturbance - specific requirements [B11.6]	N/A

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
1.1 Definitions AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion CONTRACT PERIOD: The period commencing on the date of the Employer accepting the offer by signing the Form of Offer and 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 ECDOE's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD] CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State 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**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

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

5.0 Documents

Replace Clause 5.4 with the following:

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

Replace Clause 5.5 with the following:

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

6.0 Employer's Agents

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 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

8.0 Works Risk

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

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... 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.

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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

10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Replace Clauses 11.1, 11.1.1, 11.1.2, 11.2.1 and 11.2.2 with the following:

The security to be provided by the contractor to the employer will be a fixed construction guarantee of 10% of the contract value.

11.3 No Clause

11.4 No Clause

11.5 No Clause

11.6 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

12.0 Obligations of the Parties

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 the appointment of all SMME contractor packages, approval of the Health and Safety Plan and Department of Labour - Notice of Commencement of Construction, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

The priced Bills must be submitted as part of the returnable documents. 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]

19.0 Practical Completion

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.

21.0 Defects Liability Period and Final Completion

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, 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

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

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

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:

Where the contractor fails to bring the works, or a section thereof, to practical 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 or final- completion, of the works, or a section thereof [23.7.1]

25.0 Payment

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 Tax Invoice

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 respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

25.10: Delete the words “and/or **compensatory interest**”

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

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:

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

25.12.2 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

25.12.3 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

25.12.4 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.

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

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

27.0 Recovery of Expense and/or Loss

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

29.0 Termination

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.

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 payment reduction 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

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

30.0 Dispute Resolution

Replace Clause 30.2 with the following:

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

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

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

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

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

Replace Clause 30.8.3 with the following:

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

Replace Clause 30.9 with the following:

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

30.10 No Clause

30.12 No Clause

Add the following additional Clause.

It is a condition of contract that:

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the cidb Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013.

The main contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises in two agreed developmental areas as per clause 3.2.1 of the Indirect Targeting Standard (Gazette Notice No.36190 of 25 February 2013).

The Contractor shall make an allowance for local labour and as well SMME participation as stipulated by the regulations

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction:	Option:	A
Option A	Fixed construction guarantee of 10% of the contract	
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]	YES only if agreed	

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

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

C 3.0 Payment of preliminaries [25.0]

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply

Provision of particulars

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

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

Adjustment Methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

C1.3 Form of Guarantee

**C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

GUARANTEE FOR CONSTRUCTION (PRO-FORMA)



Guarantee for Construction

For use with the JBCC® Principal Building Agreement

edition /date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:			
Physical Address:			
Guarantor's signatory 1:		Capacity	
Guarantor's signatory 2:		Capacity	
Employer:			
Contractor:			
Principal Agent:			
Works:			
Site:			
Contract Sum:	Accepted amount inclusive of tax	Currency	
Amount in words:			
Guaranteed Sum:	The maximum aggregate amount	Currency	
Amount in words:			
Guarantee for Construction:	(Insert Variable or Fixed)		
Expiry Date:			

AGREEMENT DETAILS

Sections:	Total number / not applicable		Last Section	
Principal Agent issues	JBCC® format Recovery Statement, Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion			

1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

Amount in words:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the Interim Payment Certificate certifying in excess of 50% of the contract sum

- 1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid Interim Payment Certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections

Amount in words:

- 1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections

Amount in words:

- 1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

- 1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the guarantee validity period

2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

- 2.1 Where a Guarantee for Construction (fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:

- 3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention to create a suretyship;
- 3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money; and
- 3.3 Reference to a Recovery Statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1: LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL		
Principal Agent:	Eastern Cape Province Department of Education	RFQ No:	2025/07/1242

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

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

RFQ Document Name	Number of pages issued	Returnable Document
Declaration of Interest (SBD4)	3 Pages	☒ Yes ☐ No
Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)	6 Pages	☒ Yes ☐ No
Certificate of Authority for Signatory (T2.2.1)	1 Page	☒ Yes ☐ No
Certificate of Authority for Joint Ventures (T2.2.2) (if applicable)	1 Page	☒ Yes ☐ No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	☐ Yes ☒ No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	☒ Yes ☐ No
Completed Project Reference Forms (T2.2.13)	6 Pages	☐ Yes ☒ No

2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR RFQ EVALUATION PURPOSES

RFQ Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	☐ Yes ☒ No
Capacity of the Bidder (T2.2.6)	1 Page	☒ Yes ☐ No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	☐ Yes ☒ No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	☐ Yes ☒ No
CIDB Grading Certificate (T2.2.11)	1 Page	☒ Yes ☐ No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	☒ Yes ☐ No
Proof of Locality of Head Office (T2.2.12)	1 Page	☒ Yes ☐ No

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Record of Addenda to Request for RFQ Documents (T2.2.5)	1 Page	☒ Yes ☐ No
Schedule of Plant and Equipment (T2.2.9)	1 Page	☐ Yes ☒ No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	☒ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	3 Pages	☒ Yes ☐ No
Contract Data (C1.2)	14 Pages	☒ Yes ☐ No
Applicable form of Guarantee (C1.3)	4 Pages	☐ Yes ☒ No
Priced Bills of Quantities including Preliminaries (C2.2)	57 Pages	☒ Yes ☐ No

T2.2 Returnable schedules

SBD 4 : BIDDER'S DISCLOSURE

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 RFQ process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3 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 RFQ 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 RFQ 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 RFQ and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
- 3.5 The terms of the accompanying RFQ 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 RFQ 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 RFQ submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation

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.

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 RFQ OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date

.....	
Position	Name of bidder

SBD 5 : The National Industrial Participation Programme

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
-

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 RFQ SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the RFQ on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful RFQ with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- RFQ / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
-

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.1 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

RFQ number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

SBD 6.1 : Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Historically disadvantaged individuals	2	4		
Persons with disabilities	1	2		
Promotion of Youth	1	3		
Woman Participation	2	3		
Enterprises located in the Eastern Cape Province	4	8		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

NOTE: Bidders can use this form or attach a separate Letter of Authority for Signatory

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

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

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the bidder for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for RFQ in Joint Venture and hereby authorise Mr/Ms

_____, of the company _____

_____, acting in the

capacity of lead partner, to sign all documents in connection with the Request for RFQ and any contract resulting from it on our behalf.

Name of Firm	Address	Duly Authorised Signatory
Lead Partner _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____

T2.2.5 Record of Addenda to Request for RFQ Documents

T2.2.5: RECORD OF ADDENDA TO RFQ DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

We confirm that the following communications received from the Employer before the submission of this Request for RFQ offer, amending the Request for RFQ documents, have been taken into account in this Request for RFQ offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

T2.2.6 Capacity of Bidder

T2.2.6: CAPACITY OF THE BIDDER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Bidder. Failure to furnish the particulars may result in the RFQ being disregarded.) <i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i>	

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

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

Signed:		Date:	
Name:		Position:	

Bidder:

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQAHYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

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

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

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

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

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

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

Signed

Date

Name

Position

Bidder

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:

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

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

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

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

Signed

Date

Name

Position

Bidder

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our RFQ is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our RFQ is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL		
Request for RFQ No:	2025/07/1242		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for RFQ requirement.			
Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for RFQ requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for RFQ offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

T2.2.11 CIDB Grading Certificate / Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

Bidders are required to submit with their Request for Bid:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY
BIDDER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN
RESPECT OF EACH PARTNER MUST BE SUBMITTED**

T2.2.12 Other certificates, etc.

T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY BIDDER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

Bidders are required to submit with their Request for Bid:

- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER
--

**Insert Letter of Good Standing from Compensation
Fund**

**Insert Certified Copy of
Municipal Account or Lease Agreement**

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

THE CONTRACT

Part 4: Scope of Work

C3.1 Scope of work

C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

C3. Scope of Works

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises of:

- Sealing of existing asbestos roof sheeting including replacing affected ridges
- Preparation and application of paint to asbestos roof covering
- Replacing broken window glazing affected by storm
- Removal and making good finish of the face brick garden wall blown by wind
- Removal and replacement of existing wind damaged doors with new.

b) ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the programme and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The bidder is to take specific notice of this, most especially to the penalty clause.

c) BUILDING OCCUPIED

Yes

d) ACCESS – Tar Road

C3.2 Health and Safety Specification



THE DISABILITY
SUPPORT TEAM

RR

STRUCTURAL RRR SHMT
SHSSMR TS

STRRDRTMT
DDT

TH“CLIENT”)

Dr. D.	Dr. D.



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□
□

Project Details	
Date of compilation:	Revision number: 00
Value of project:	Commencement date:
	Contract period:
Occupational Health and Safety Agent:	

<i>Professional responsibilities</i>	<i>Company</i>	<i>Contact person</i>	<i>Telephone</i>	<i>Fax</i>	<i>email</i>
Architects					
Civil Engineers					
Structural Engineers					
Electrical Engineers					
HVAC Engineers & Fire Consultants					
Quantity Surveyors					

Site Details:

Locality of the works:

REFERENCES,

- Occupational Health and Safety Act (OHSA) No. 85 of 1993 and Regulations (as amended);
- Compensation for Injury and Occupational Diseases Act (COIDA) No. 100 of 1993 (as amended);
- South African Council for the Project and Construction Management Professions (SACPCMP) 2013: Scope of services for the OHS Consultant, Manager and Officer;
- Any other internal standards and specifications developed by the Client as they affect the operations, and
- The amended Baseline Risk assessment
- South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
- Road Traffic Safety Act No. 93 of 1996 (as amended)
- Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6th Edition 2010
- SANS Code 10400
- SABS 1200□

1.□ LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
CHSO	Construction Health and Safety Officer
DMR	Driven Machinery Regulations
DEL	Department of Employment and Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations

☐	
☐	
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
DMA	Disaster Management Act
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
SSHSS	Site Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SACPCMP	South African Council for Project and Construction Management Professions
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure
PREAMBLE	

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. The CLIENT has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of the Client and stakeholders, which include its employees, professional service providers, public and its physical assets.

The responsibilities that the Client and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Where there is an appointed OHS Consultant its behalf, shall provide a site specific Health & Safety Specification (SSHSS) for the project and provide the Principal Contractor/s (PC) making a bid or appointed to perform construction work for the project, or parts thereof.

By drawing up this SSHSS, the Client has endeavoured to address the most critical aspects relating to H&S issues in order to assist the contractor in adequately providing for the health and safety of employees on site.

Should the Client not have addressed all H&S aspects pertaining to the work that is tendered for, the contractor needs to include it in the SSHSP and inform the Client of such issues when submitting the tender, or as soon as identified.

Notwithstanding the above, cognisance needs to be taken of the current Disaster Management Plan, and all the requirements of the current levels of lockdown, standards, guidelines and information published from time to time.

2. ☐ Purpose of the Site Specific Health and Safety Specification (SSHSS)

The SSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client, Agents, Professional Designers (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the SSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the SSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. If the NEC contract is used a copy of the signed contract shall form part of the H&S file submission.

The SSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

□
□

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly if applicable to the project.

2.1□ Project description/detailed scope of work as it applies to the project (Details as per the scope of work)

The Scope of work as identified by the Stakeholders is as follows:

- Preliminary and General
- Breaking
- Painting
- Carpentry
- Brickwork
- Roof Work
- Asbestos Work

The works shall be done in accordance with the applicable SANS 1200 specifications, Municipal By-laws and Regulations, variations and additions to the standardized specifications applicable to this contract and the technical specifications of the Client for work that falls outside of the standardized specifications.

2.2□ Programme Description

Clarification Meeting	<i>TBA</i>
Time allowed for preparation of H&S plan/file after tender award	
Approval date of SSHSP	<i>Within 1 week after submission but subject to content as per this requirement, for more than one review.</i>
Induction dates	<i>To be advised after Approvals of H&S Plan/file</i>
Estimated Commencement date of work on site	<i>Subject to approval of H&S Plan.</i>
Estimated Project completion date or project duration	<i>Dependant on site establishment and site hand over</i>
Project term	

3.□ Implementation of the Site Specific Occupational Health and Safety Specifications (SSHSS)

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

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

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

No work may commence without written approval of the SSHSP by the H&S Agent, or the responsible person of the Client.

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

The OHS Consultant will visit the project at least bi-monthly to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

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

3.1 ☐ Requirements at Start Up

A site specific H&S Plan (SSHSP) in response to this SSHSS will be subject to approval by the OHS Consultant within the stipulated time period as noted in the tender. This must include all supporting documentation as required to verify the H&S system:

- ☐ A declaration to the effect that the PC has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- ☐ A valid Letter of Good Standing;
- ☐ Detailed technical method statements along with, and aligned with the project programme for review by the Principal Agent, Designer and appropriate risk assessments and safe work procedures for approval by the OHS Consultant or Client:
- ☐ Site establishment including:
 - ☐ A procedure must be drafted relative to protection/ prevention of injury to persons other than PC employees, during undertaking of such construction activity.
 - ☐ Exposure of services, power, telecommunication etc.;
 - ☐ Arrangements for hoarding, traffic accommodation if applicable:
 - ☐ Excavating for services;
 - ☐ An emergency plan indicating how and where emergencies will be handled, and
 - ☐ Working at heights (if applicable).

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Principal Agent/Client is required before work on that aspect or activity can commence. The construction CHSO (CHSO) is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously.

Penalties will be applied should this not be adhered to and deemed a serious offence.

4. ☐ GENERAL REQUIREMENTS

4.1 ☐ Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.

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

The design risks and the management thereof should be included in the PC risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.

PHASES OF THE PROJECT	RESIDUAL RISKS IDENTIFIED TO BE MANAGED (as applicable)
Site Establishment	Bringing in containers, fitting with electricity, phone and fax, toilet hire. Hoarding, security and access to be managed and in place.
Site Clearance	Traffic accommodation, movement of heavy construction vehicles, use hand tools, chainsaws, use of local labour and contractors.
Earthworks	Open excavations, use of plant and machinery, use of lifting equipment for laying storm water concrete pipes, electrical hand tools plant and equipment during paving. Noise monitoring.
Ancillary Roadworks	Use of chemicals, excavation and use of hand tools.



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Housekeeping, stacking and storage	The area is adequate to ensure housekeeping and stacking and storage principles are followed. However, the children need to be kept well away from all work areas including the site camp, and notices to be clear in warning of dangerous construction activities. Care and increased attention to ensure all materials and vehicles are carefully managed and designated routes are used.
General	Use of local labour, and contractors, CLO to do regular information sessions. High winds and inclement weather require monitoring for all working at heights
Painting	Hand mixing may occur, 50kg paint drums are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from paint fumes exposure, chromates.

4.2□ Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, 50kg bags are an ergonomic risk from handling. Potential eye, skin and respiratory irritant from dust exposure, chromates.
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry.
Wood dusts	Caused by cutting, sanding, drilling wooden products treated Viz fencing poles.
Mineral turpentine	Applying paint and cleaning of paint brushes. Potential eye, nose, skin and respiratory irritant.
Paint	Splashes into eyes, onto skin causing irritation.
Cleaning materials	Use of disinfectants and sanitizers

5.□ OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1□ Structure and Organization of H&S Responsibilities

An organogram will be available to identify key appointments and responsibilities on site and be kept up to date throughout the project.

5.1.1□ Notification of Commencement of Construction Work

The PC shall notify the Provincial Director of the Department of Employment and Labour (DEL) in writing, in the form of the Annexure in the CRs. This shall occur within 7 days of the award of the contract. Proof of submission and/or receipt must be provided and kept in the H&S file.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A must be submitted to the DEL. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

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6. ☐ HEALTH AND SAFETY PLAN FRAMEWORK

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

The current legislative requirements, SABS codes, SANS 10400 and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the SSHSP, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The OHS Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following to submit with the H&S plan:

- ☐ The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- ☐ Indicate the positions of emergency planning and equipment and first aiders;
- ☐ Protection of plant and public, indicate parking, designated vehicular routes and access to site;
- ☐ Storage areas (materials and equipment, waste etc.), and
- ☐ Storage of materials and waste;

Such layouts are to be updated regularly throughout the project.

Cognisance is to be given to those permanent employees who are over 60 years of age, and younger workers who have underlying chronic health issues such as high blood pressure, diabetes, TB, HIV and AIDS etc. Specialised workers who are indispensable will need to be declared fit for work by an occupational health service provider.

Key appointments and succession planning is to be available to ensure those who are playing key roles are able to cover the project at all times.

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The project Organogram is to be updated accordingly and signed and dated at each update.

6.1 ☐ Appointment of Competent Site Personnel

The CEO (OHSA S16.1 or 16.2) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S are required and certificates indicating H&S training as well as experience to be included in CVs.

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

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHSO.

The SSHSP shall include the following, but is not limited to the following key appointments:

6.1.1 ☐ Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility, regarding CR 8.1, 8.2 and 8.7. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Principal Agent, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

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6.1.2 ☐ Construction Health and Safety Officer

The PC shall employ at least one competent, CHSO for the duration of the contract. The CHSO's CV is to be submitted for approval by the OHS Agent or the Client, at time of tender

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.).

Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar, with exposure to civil engineering and similar road construction, with at least 5 years' experience, given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHSO must have a competence to evaluate the Contractors Health and Safety plans and be registered with the SACPCMP as a CHSO.

This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

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

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the OHS Consultant /Client and the CHSO. An example of the monthly report is attached as an Annexure D.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed. A list of the typical aspects that should be provided is available as Annexure B to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out. H&S documentation must be completed and be available with the close out of the main contract, or as determined at the time.

Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.

6.1.3 ☐ Traffic Safety

The CHSO will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

While this is difficult to control by the PC, induction training needs to include such information so workers can protect themselves. An on-site transportation policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. Disinfection of vehicles needs to be determined where possible, and sanitizers provided prior to boarding and recommended during transit.

Each worker is to be encouraged to wear a cloth mask while travelling, and this needs to be enforced if using company transport.

Penalties will be issued for non-compliances noted.

6.1.4 ☐ Health and Safety Representatives and H&S meetings (if applicable)

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

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All internal and external OHS Agent audits are to be discussed, as well as all H&S related issues at all internal production or progress meetings.

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

6.1.5 ☐ Appointment of Competent Contractors and Suppliers, short term works (if applicable)

The PC is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- ☐ The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work;
- ☐ No Contractor may work under the PCs Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner (CC). However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received, and
- ☐ No work may commence without Mandatory agreements between parties in place.

Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.) also require H&S Management. Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate and appropriately managed.

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.

7. ☐ GENERAL RISK MANAGEMENT

7.1 ☐ Health Risks and Medical Surveillance

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes are labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

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

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to arrival on site that must be less than 12 months old. An exit medical will be required where the project exceeds 6 months in duration. Arrangements for keeping medical records for the required time are to be noted. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed, specifically for the asbestos exposed workers.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- ☐ Full medical, surgical and occupational history;
- ☐ Full physical examination of all systems, and
- ☐ Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- ☐ Audiometry (hearing tests);
- ☐ Spirometry (lung function tests) are not to be done until deemed safe to do so, and
- ☐ Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.



8.□ Training

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Records of all training, and acknowledgement of such training by attendees must be kept. Comprehensive records of all employees under the PCs control attending induction or any other training throughout the project shall be included. Amendments to statutes, the SSHSS, PSHSP, policies, procedures, method statements etc. shall require that all those affected shall undergo the relevant re-training.

8.1 Site Induction and other training

The PCs shall ensure that all employees, and contractors have undergone the induction programme for visitors or contractors, or any other that is deemed necessary.

Appropriate time must be set-aside for training (induction and other) for all employees. No person will be able to commence work or visit the site where the induction has not been done.

All employees and visitors on site from either the Client or the PC shall carry the proof of induction training in form of an induction card. Client Induction is valid for a year from the date it was conducted and thereafter refresher induction shall be re-scheduled at least one month before the induction period expires.

Both parties shall keep a database of all records pertaining to induction and will inform Contractors of pending expiry though the overall responsibility of maintaining current induction cards still lies with the principal contractor. All induction cards issued must be returned on completion of the project to the Issuer.

Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of workers in a sheltered area large enough to maintain social distancing.

8.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to come to site with the appropriate testing completed and be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested or removed from site. Failure to do so within a reasonable time period will result in such plant being removed from site.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

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Only a registered asbestos contractor may do work which entails asbestos material. An Approved Inspection Authority must be consulted and Asbestos regulations complied to.

Failure to do so will be considered a serious offence.

9.□ Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

Appointment of a competent emergency response co-ordinator

- ☐ Fire, public injury, asbestos;
- ☐ Falls from heights;

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- ☐ Serious injury to workers (medical or work-related), and
- ☐ Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

9.1 ☐ Fire, First Aiders and First Aid Equipment

At least 1 first aider will be trained to level 1. First aiders shall be available and accessible on site at all times and be able to work as a team when responding to any emergency on the project. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

9.2 ☐ Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Principal Agent/Client /OHS Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

10. ☐ Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable and is to be linked to the risk assessments. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- ☐ Hard hats;
- ☐ Protective footwear;
- ☐ Eye protection;
- ☐ Hearing protection;
- ☐ Reflective jackets (no bibs);
- ☐ At least 3 cloth masks (for general wear);
- ☐ Respiratory protection (minimum of FFP2) or as deemed required by the AIA, and
- ☐ Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the SSHSP for approval.

Any person (including Client, Agents, etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

11. ☐ Occupational Health and Safety Signage

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

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Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

12. ☐ Induction of Employees and Visitors, General H&S Training

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

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

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a **penalty issued per non-compliance.**

13. ☐ Management of Plant and Equipment

The CHSO will ensure control of all plant and equipment, including daily monitoring, prior to commencing work. Full lists of hired and own plant are to be available at the OHS Consultant /Client audit. All daily inspection records are to be kept in the H&S file, or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators.

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

Failure to do so will be considered a serious offence.

14. ☐ Excavations (if applicable)

A procedure for managing excavations is to be provided as an addendum to the SSHSP describing how excavations are to be managed.

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

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics or churches.

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

15. ☐ Working at heights (if applicable)

A fall protection plan is to be available and supplied as an addendum to the H&S plan. The fall protection plan must be appropriate for the project. Proof of competency must be on file for the Fall Protection Plan Developer and the appointment of a Fall Protection Supervisor with competency to be on file. Method statements, appropriate risk assessments, safe work procedures and training (all employees are to be in possession of a valid working at heights certification) are to be available prior to work commencing.

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

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

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

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

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

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

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

16. ☐ Cranes and lifting equipment (if applicable)

Lifting devices such as mobile cranes might be used during the project for deliveries, and moving of supplies or equipment,

Appropriate documentation must be made available for the cranes and operators. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

Chains, slings and webbing to have valid safe working load certification on file, should the documentation not be on site, the operation may be stopped, and fines imposed until such documentation may be delivered.

17. ☐ Temporary Works (Scaffolding, support work, formwork) (if applicable)

Temporary works must be properly designed and signed off by the PCs competent person for all temporary scaffolds, support work or formwork. In these instances, a competent person is defined as one who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and OHS Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Principal Agent/OHS Agent.

Failure to do so will be considered a serious offence.

18. ☐ Auditing

Frequency of external auditing by the OHS Agent or Client will be bi-monthly to conform to the requirements of the Construction Regulations. The site will be inspected, and the documentation audited relative to the activities and H&S plan. The CHSO of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited on a monthly basis, dependent upon the time to be spent on the site. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or OHS Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available the format of the audit reports will be reviewed by the H&S Agent.

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The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

19. ☐ Communication and Meetings on Site

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

Failure to address issues timeously will be considered a serious offence.

20. ☐ Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and weather protected shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy.

Hand washing facilities, disinfectants and sanitizers will be provided across the site at common areas and entrances to work areas.

Failure to ensure compliance will be considered a serious offence, work will be stopped if con-conformances noted until corrected.

21. ☐ HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

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

- ☐ The SSHSS;
- ☐ The SSHSP and the approval by Client;
- ☐ Appointment by Client;
- ☐ Mandatory agreement with Client;
- ☐ Notification of construction work;
- ☐ A record of all working drawings, calculations and design where applicable;
- ☐ Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- ☐ Record of Competencies (CVs) and appointments;
- ☐ Training Records;
- ☐ Permits;
- ☐ Method statements;
- ☐ Risk assessments;
- ☐ Safe work procedures;
- ☐ Emergency and injury management;
- ☐ Safety data sheets
- ☐ Medical surveillance records;
- ☐ Registers;
- ☐ Records of audits, minutes etc.;
- ☐ Plant lists;
- ☐ Temporary electrical installations, and
- ☐ Employee records (who is on site).

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22. □ NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

23. □ Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) □ A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the SSHSS,
- (ii) □ In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

24. □ Public safety

The Principal Contractor shall ensure at all times that staff, and general public are aware of the dangers and risks involved whilst construction is taking place.

- □ Safety signage / posters shall be posted at all areas where construction work is taking place;
- □ Edges, excavations, stockpile areas, material storage areas, will be demarcated and no entry signage appended;
- □ Safety talks with employees shall be done, all employees shall be involved in keeping the site safe;
- □ CLO shall be given talks to do with the community members who are directly involved;
- □ A record of all training shall be kept, and indemnity documents shall be signed by those attending the safety talks.
- □ Community unrest shall be handled by the local SAPS. CLO shall assist the Contractor should the need arise.



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- ☐ No visitors to site are allowed unless proper arrangements are made.

ANNEXURE A

CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Consultant or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) ☐ Client H&S Specification
- b) ☐ Principal Contractor's OHS Plan(s)
- c) ☐ Organograms
- d) ☐ Legal Appointments
- e) ☐ List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) ☐ Notification to Department of Labour of commencement of work
- g) ☐ Letters of Good Standing for the Project
- h) ☐ Full files for all Contractors as well as their close out reports
 - ☐ List of Contractors
 - ☐ All employees employed on a permanent or contractual basis over the duration of the contract
 - ☐ Letters of Approval of Contractors
 - ☐ Mandatary Agreements
 - ☐ Letters of Good Standing
 - ☐ Appointments
- i) ☐ Incident Records
- j) ☐ Non- Conformance records
- k) ☐ Agent's Audits
- l) ☐ Method Statements
- m) ☐ Risk assessments
- n) ☐ Safe work procedures
- o) ☐ Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) ☐ All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) ☐ All operating manuals for any systems that require ongoing maintenance
- r) ☐ Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OHS Consultant to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete

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AGREEMENT WITH MANDATARY

**WRITTEN AGREEMENT ENTERED INTO
AND BETWEEN**

(Hereinafter referred to as the Employer)

and

(Hereinafter referred to as The Employee)

Compensation Fund
Number:

□
□

Whereas the Company called under contract no. _____ for the executing of the following

At _____ (“Premises”)

and whereas the contractor _____

Undertook to carry out the work and whereas the client contractor have agreed to regulate as between them and as provided for in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, now therefore the undersigned agree to:

1. The Contractor warrants that all his and his contractors’ employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993 (the Act) which cover shall remain in force whilst any such employees are on the premises.
2. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and/or his Contractor and/or his employees are present on the premises or which shall remain in force for the duration of his contractual relationship with the client whichever period is the longest:
 - Public liability insurance covers.
 - Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his and/or his contractors and/or his Employees’ acts and/or omissions on the premises.
3. The Contractor undertakes to ensure that he and/or his contractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
 - All work performed on the premises must be performed under the close supervision of the contractor’s employees who are trained to understand the hazards associated with any work that the contractor performs on the stated premises.
 - The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Client.
 - The Contractor shall ensure that he familiarize himself with the requirements of the Act, and that he, his employees and any Contractor comply with them.
 - The Contractor shall conduct a hazard analysis and ensure that his and any contractor employees are made aware of the hazards identified. This analysis needs to be reviewed prior to a new tasks are commenced.

The Contractor must provide the Client with written proof that his employees and those of the sub contractor have been made aware of the hazards identified. The Contractor must provide the Client with up dated copies of the analysis.

- Discipline regarding Occupational Health and Safety shall be strictly enforced.
- Personal Protective Equipment as defined in the Act and regulations shall be issued free of charge by the Contractor and worn as prescribed.
- Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
- No unsafe equipment/machinery and/or articles will be allows and/or used on the premises.
- All incidents referred to in Section 24 of the Act shall be reported by the Contractor to the Department of Labour as well as to the client. The Client shall further be provided with copies of all documentation relating to any incident.
- The Client hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Contractor.
- No use shall be made of any machinery/article/substance/personal protective equipment that belongs to the Client without prior written approval.
- Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.



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- No alcohol or other intoxicating substance shall be allowed on the premises. Anyone found to be or suspected of being under the influence of alcohol or any other intoxicating substance shall be removed from the premises.
 - Full participation shall be given if and when Client employees inquire into Occupational Health and Safety issues.
 - The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
4. The Contractor confirms; that he has been informed that he must report to Client management ;(in writing) anything that he deems to be unhealthy and/or unsafe and that he has versed his employees and/or contractors in this regard.
5. The Contractor warrants that he shall not endanger the health and safety of any of the Client's employees in any way whilst performing any work on the premises.

Date _____

1. Signed by Client Rep

Date _____

2. Signed by Contractor or his Authorized Represent



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	HAZARD	RISK	MINIMUM CONTROL MEASURES
1. ☐	Electrical commission	Electrical shock	- ☐ Personnel to comply with permits to work issued by client. - ☐ Personal protective equipment to be worn by employees to prevent electrical shock. - ☐ First aid treatment to be readily available. - ☐ Only competent and trained persons may decommission or commission electrical equipment.
2. ☐	Excavations (working in and around	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	- ☐ Deep excavation/ Monitor air for toxic fumes. - ☐ Prevent collapse by battering back sides to safe angle or install temporary support. - ☐ Protect vehicles from falling into excavations, provide barriers, signage, etc. as necessary. - ☐ Beware of undermining of other structures (e.g. building , scaffolds). - ☐ Record excavations inspections by competent person on daily basis. - ☐ Provide suitable means of access/egress in case of emergency. - ☐ Excavations formed by explosives must be accompanied by method statement approved by client.
3. ☐	Explosive actuated fastening devices	Noise Being stuck by cartridge or fixing	- ☐ Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear plugs and head protection. - ☐ Cartridge gun to be in good condition, inspected for damages and faults regularly and results entered register. - ☐ Used and unused cartridges gun should be kept in a secure place when not in use, maintain register for return and issue.
4. ☐	Explosive use	Injuries to personnel and by-passers Property damage	- ☐ Blaster must have all relevant permits, permission and licenses in place before blasting.



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			☐ Method statement must be approved. ☐ Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers. ☐ Obtain permission from local authority and police. ☐ Blaster must be competent in blasting. ☐ Ensure blasting does not affect stability of adjacent structures/building.
5. ☐	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire.	☐ No littering on site which could become a fire hazard, maintain site in clean condition. ☐ No fires to be lit on site, have a working fire extinguisher at hand all times. ☐ No smoking or naked flames near flammable substances or in unauthorised areas. ☐ Ensure proper storage/use of petrol/diesel/flammable substances, post warning notices
6. ☐	Flammable liquids	Fire Explosion	☐ No littering on site which could become a fire hazard, maintain site in clean condition ☐ Have a working fire extinguisher at all times.
7. ☐	Asbestos Cement pipes	Release of asbestos fibres	☐ Ensure safe access and egress is provided. ☐ Erect physical barriers to prevent entry by unauthorised persons, as applicable. ☐ Damp down exposed area to contain fibre release. ☐ Personnel involved to wear asbestos respiratory protection. ☐ Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.



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8. ☐	Asbestos Cement removal	Person falling from height Debris falling from height Falling of equipment or tools Release of asbestos fibres	- ☐ Notice to be erected informing personnel of fragile roofs, as applicable. - ☐ Ensure of safe access and egress in provided. - ☐ Erect physical barriers to prevent entry by unauthorised persons and falls from heights, as applicable. - ☐ Roof sheets to be sprayed with water to prevent fibre release, where feasible. - ☐ Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release. - ☐ Personnel involved to wear respiratory protection. - ☐ Exclusive zone may be required under area of sheet removal to prevent injury from falls of material from heights. - ☐ Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
9. ☐	Asphalting	Fire Burns to skin Skin disease	- ☐ Suitable fire extinguisher to be place prior to commence of works - ☐ Ensure competent personnel using material and competent and trained machinery/equipment operators. - ☐ Ensure there is a safe workplace at all time. - ☐ Ensure all personnel wear sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves. - ☐ Health and safety data sheet required.
10. ☐	Bricklaying	Caustic contamination with mortar Contact with sharp blade tools	- ☐ Use only trained personnel. - ☐ Safe means of access to be provided.



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			- ☐ Safe/suitable working platform required where working at height. - ☐ PPE for mortar to include gloves where practical and goggles/ masks where there is a risk of contamination
11.	Brush cutting	Injury from contact with blade/nylon Fire (where petrol used) Electrocutation (where electrical tools are used)	- ☐ Person using brush cutter must be trained and competent. - ☐ Use PPE such as goggles, safety boots, ear protection, gloves, hard hat. - ☐ Brush cutter must be in good condition and maintained. - ☐ Adequate supervision on site at all times. - ☐ No smoking when refuelling, fire extinguisher to be on hand (where petrol is used)
12.	Chainsaw use	Falling tree or branches causing injury to persons Incorrect use of chainsaw causing injury	- ☐ Person using chainsaw must be trained and competent - ☐ Use PPE such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jackets. - ☐ Chainsaw must be in good condition including guards. - ☐ Clear area below area of chainsaw use and where tree felling.' - ☐ When using chainsaw at height practise safety procedures
13.	Plumbing	Falling material Fall from height Fire Burns Exposure to lead flames	- ☐ Ensure standard safety procedures are followed at all times - ☐ Only used trained and competent personnel - ☐ Ensure there is a safe working area at all times. - ☐ Ensure material are stored neatly - ☐ Ensure there is a safe access and egress at all times. - ☐ Ensure all personnel wear suitable and sufficient PPE. - ☐ Consider a hot works permit system prior to commencing of any hot works. - ☐ Make sure emergency procedures are in place and ensure all



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			personnel are aware of where to go in case of fire.
14.	Plastering	Falling material Fall from height Contact with materials	☐ Ensure standard safety procedures are followed. ☐ Ensure there is a safe working area. ☐ Ensure safe access and egress. ☐ Ensure competent personnel are used.
15.	Plant or vehicles and equipment operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	☐ Implement traffic protection measures. ☐ Trained and competent operators must be used. ☐ Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. ☐ Medical certificates of fitness required for construction plant. ☐ Crossing of road by construction vehicles or machines must be limited to the practical minimum. ☐ Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. ☐ Wear appropriate PPE
16.	Pilling	Falls Struck by machine Exposure to noise	☐ Personnel to be trained and competent, pilling rig to be in safe condition and inspected on a daily basis on a register by competent personnel. ☐ Empty pilling holes not to be left unguarded. ☐ Only approach pilling plant on signal from operator. ☐ Personnel to wear PPE such as ear plugs.
17	Paving (laying)	Impact injuries from tile/ mallet Caustic burns Sore knees Cuts from cutter	☐ Impervious gloves to be worn/ barrier cream to be used ☐ Kneelers or similar to be available. ☐ Personal protective equipment to be worn.
18	Painting	Contact with paint	☐ Refer to safety data sheet for usage instructions, hazards and precautions required.



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			- ☐ When working at height, refer to risk assessment addressing this hazard.
19	Overhead services (Working near)	Contact with live services causing injury to personnel Damage caused to services	- ☐ Maintain safe clearance levels. - ☐ Establish presence of any services via proper walk through survey of site and/ or means service drawings. - ☐ Wear personal protective clothing. - ☐ Ensure height of plant/ vehicles does not compromise or exceed clearance levels from service provider.
20	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	- ☐ Wear respiratory and hearing protection. - ☐ Dampen down and minimise dust where possible.
21	Night work	Security Lighting	- ☐ The contractor shall not undertake any night work without prior arrangement and written permit from the client. - ☐ The contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped
22	Compacting and filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	- ☐ Trained banks man to control vehicle movement - ☐ Only trained personnel to use plant - ☐ Personnel to stand clear as materials are being tipped - ☐ Use stop blocks and signs to warn vehicles of excavations, where applicable - ☐ Stand clear of plant whilst material is being compacted - ☐ Establish position of underground services and protect services from damage.
23	Concrete pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	- ☐ Personnel to be in clear vision of pump operator - ☐ Trained pump operator - ☐ Personnel working with the concrete to wear the appropriate equipment to protect against cement burns



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			- ☐ Design of structure being loaded to be approved by competent designer and inspect before, during and after loading. - ☐ Pump to be well maintained
24	Compactor operations	Crush of feet	- ☐ Only trained and competent personnel to use the machine - ☐ Ensure operators wear steel toe caps shoes or boots at all times
25	Confined spaces	Suffocating Fumes	- ☐ Ensure that confined spaces is sufficiently ventilated - ☐ Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality. - ☐ Test oxygen levels in confined space to ensure that is safe for entry - ☐ Ensure that emergency procedures are in place
26	Cutting Kerbs	Saw slipping, blade disintegrating	- ☐ Only trained operators to use saw and change blades. - ☐ PPE must be worn, gloves, goggles, dust mask and hearing protection. - ☐ People to be kept away from the work area. - ☐ Work to cease if people have to pass - ☐ Sparks etc. To be directed away from people and any flammable material.
27	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	- ☐ Use competent personnel - ☐ Hot works control, fire extinguisher, fire watch man. (permit may be required). - ☐ PPE to include gloves, eye protection, hearing protection. - ☐ Solid working position - ☐ Clear working area - ☐ Correct grade of blade must be used - ☐ Good ventilation to be provided (Forced if necessary) - ☐ Changing of wheels to be by competent persons only



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			- ☐ Cutting discs must not be used for grinding (grinding disc thicker). - ☐ Bystanders to wear hearing protection, as applicable.
28	Demolition	Falling materials premature collapse of structure	- ☐ Ensure there is current method statement in place - ☐ Ensure all emergency procedures are in place and all details are displayed. - ☐ Ensure that structural demolition has been approved by designer and site management
29	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	- ☐ Impervious gloves and barrier cream to be used to protect hands. - ☐ Personnel should be aware of safe manual handling techniques when handling kerbs.
30	Lead – working with removal of tiles	Toxic effects from exposure to lead and its compounds Risk of inhalation, ingestion and absorption Personnel falling from height Debris falling from height	- ☐ Demarcation of the workplace - ☐ Restriction of entry by unauthorised persons - ☐ Restriction of substances that can release airborne lead to certain areas - ☐ Limit number of workers exposed to lead - ☐ Regular cleaning of workplaces and equipment - ☐ All employees who are exposed to lead must be provided with suitable and adequate PPE - ☐ Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal. - ☐ The need for medical surveillance and the nature thereof is to be based on both risk assessment and air monitoring results and safety legislations.
31	Lifting Operations	Falling material Crushing by material Hand injuries to the slinger Toppling crane	- ☐ Check test certificate - ☐ Check examination certificate - ☐ Check inspection have been carried out

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			☐ Check certificates for lifting equipment (chains, slings, shackles, etc.)
32	Fragile Materials	Person or items falling through fragile materials	☐ All fragile materials to be identified and protected prior to work commencing. ☐ Protection to include either covering the fragile materials or excluding activity. ☐ Any coverings to be secured in place ☐ The location of the fragile materials to be indicated by signage
33	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	☐ Ensure: ☐ Tool is correct for the job ☐ Tool is in good order and suitably sharp ☐ Personnel must be competent/instructed in tool usage and tool safety ☐ Lighting is sufficient ☐ Access is safe, working platform is secure, leading edge is guarded ☐ Operative is wearing all necessary PPE
34	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc..	☐ Use substances in accordance with the safety data sheet particularly reference protective clothing required. (example: gloves, goggles, etc.) ☐ Know what first aid measures are. ☐ Have welfare facilities available for washing of hands, etc..
35	Hot Works	Burns to eyes or other parts of the body	☐ PPE to include eye protection, kin and ear protection. ☐ Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. ☐ Dust can also be a problem and forced ventilation may be required
36	Mobile Crane Erection & Dismantling and Use	Collapse of structure Overturning structure Falling Materials	☐ Ensure emergency procedures are in place and all operative are aware of the details



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			- ☐ Only used trained and competent operators for the erection and dismantling and use of cranes - ☐ Ensure crane driver is trained and hold certification as proof. Must have a valid medical fitness certificate - ☐ Ensure crane is 360 degrees vision if not ensure a fully trained banks man is available at all times. - ☐ Banksman to wear reflector vest to identify him/herself to the crane driver - ☐ Ensure all personnel wear suitable and sufficient PPE - ☐ Consider creating an exclusion area
37	Members of the public – Protection Of	Injury to the member of the public and road users from site works	- ☐ Barriers and signage to be in place - ☐ Workers must warn away members of the public from the works - ☐ Footpaths and bridges which are open to the public must be closed off if in the area of works otherwise made safe so that no injury to a member of the public occurs - ☐ Traffic turning into site – traffic management and signage is required - ☐ Signage to be on the road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible - ☐ Refer to plant risk assessment for details on plant safety precautions - ☐ NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PROVATE HOMEOWNERS MUST BE AGREED
38	Manhole Rings & Pipe Storage	Rolling of rings Collapse of pipes Crushing of persons Stockpile collapse	- ☐ Manhole rings must be stored flat to prevent them being rolled - ☐ Banks of stock pipes are not to be broken until they are ready to be used



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			- ☐ Personnel must stand to the side when breaking bands so as not to be hit by falling pipes - ☐ Pipes must be wedged to prevent rolling
39	Temporary Works – Shoring, Scaffolding, falsework, formwork	Collapse of works	- ☐ Wear PPE such as gloves and goggles - ☐ Formwork must be built by trained person and also be inspected by competent person and results entered into register on site/
40	Tower (Mobile Aluminium Tower) Scaffold	Overturing Falls	- ☐ Tower to be on firm level ground with wheels or feet properly supported - ☐ Erection by competent person - ☐ Inspection before first use - ☐ Weekly record of inspection required - ☐ Guard rails and toe boards as per normal scaffold - ☐ Beware when moving of overhead obstructions, such as power lines - ☐ Never move in strong winds
41	Underground Services	Striking of buried services	- ☐ Make all necessary enquiries to establish what services are in the area - ☐ Assume all services to be live (unless confirmation is received to confirm that services are isolated or otherwise made safe. - ☐ Comply with requirements of the safe system of work for underground services - ☐ Where available locate services with a locator - ☐ Hand dig around services
42	Working at height	Personnel falling from height Falling debris Those beneath being injured	- ☐ All access equipment is properly constructed (inspection record must be maintained) - ☐ Only trained personnel construct, dismantle or control access equipment - ☐ All equipment must have full toe boards and guard rails, Comply



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			with SANS10085 on erection, use and dismantling scaffolding - ☐ No access equipment to be loaded above its safe working load - ☐ No access equipment to be loaded above the level of the guardrail - ☐ Where working involves leaning out an open leading edge, then all personnel are to be fitted with a full body harness. The harness must be connected at all times - ☐ All fall arrest equipment to be correctly maintained - ☐ Ensure if ladders used for access, they are either footed or tied.
43	Precast slab/ Unit laying and fixing	Falls Falling material Manual handling	- ☐ Emergency procedures are in place and personnel explained details - ☐ Use competent personnel - ☐ Ensure suitable and sufficient access and egress is provided - ☐ Safe place of work must be provided - ☐ Ensure all personnel wear correct PPE - ☐ Exclusion zone may be required for protection against risk of falling objects
44	Road Construction	Risk of being struck by vehicles	- ☐ Ensure traffic management measures in place - ☐ No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African road signs manual - ☐ Wear reflective waist coats when working on or near the road and road shoulder as well as any other required PPE clothing - ☐ Crossing of road by personnel must be limited to the practical minimum - ☐ Use of fencing or other barriers as appropriate.
45	Road Marking	Contact with moving vehicles	- ☐ Ensure suitable and sufficient road signs are erected, as applicable



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		Fire	- ☐ Possible road or lane closure may be required, traffic management may be required - ☐ Fire extinguisher to be situated in a suitable area, use dry powder or foam
46	Rope Access	Personnel falling from Height Falling debris Those beneath being injured	- ☐ Ensure: - ☐ Competent person is appointed in writing to supervise all rope access on the site - ☐ Compliance with Construction regulations particularly section 10 & 18 - ☐ All rope access work is carried out under supervision of a competent person - ☐ All rope access operators are competent and licensed to carry out their work - ☐ The design, selection and use of the equipment and anchors comply with safety standards incorporated for this purpose into these regulations under section 44 of the act. - ☐ Site specific fall protection plan must be developed by a competent person applicable to the specific work and environment prior to the commencement of the work including all records of maintenance and inspections of all equipment used for the work operations
47	Steel fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips/Falls Falling from height	- ☐ PPE must include safety boots and goggles - ☐ Manual handling training may be required - ☐ Care to be taken when near overhead lines - ☐ Use only trained personnel - ☐ Provide safe means of access - ☐ Maintain and regularly inspect all lifting appliances and equipment



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			- ☐ Cap starter bars to prevent injuries where feasible - ☐ Construct scaffold walkway to cross reinforcing mesh, as required
48	Steel erection	Falls from height Falling components Contact injuries from falling lifting equipment	- ☐ Adhere to all general precautions for working at height - ☐ Barrier off/ exclude area below work - ☐ All lifting appliances to be examined and inspected - ☐ Inspection register in place and up to date - ☐ All personnel to be trained and competent wear clipped on safety harnessed when working on height - ☐ Ensure that lifting equipment (slings, chains and shackles) test certificates are current and on site - ☐ Competent persons only to connect loads and direct plant
49	Work over or next to water	Drowning	- ☐ Evaluate the depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harness etc. - ☐ When working on river/harbour/dam edge, erect life saving devices and barriers to protect workers and vehicles (Stop blocks may also be required). Only trained and competent personnel may be used
50	Scaffold Erection/Dismantling	Personnel falling from height Items of scaffold falling onto personnel Scaffold collapsing onto those below	- ☐ Ensure: - ☐ Scaffold is designed to take the imposed load - ☐ Scaffold is not overloaded - ☐ Scaffolders are fully trained - ☐ Scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis.



REVISION: 00

[illegible]

C3.4 Contractors Reports

CONTRACTOR MONTHLY REPORT

PART 1

Project No: Project Name:

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

The Contractors monthly report comprises an integral part of the Contractors payment claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

Part 2 : Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3 : Weekly Task Wage Register

Part 4 : Local Labour Schedule

Part 5 : Beneficiary List (certified copy of ID's)

Additional Requirements:

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
 - a. 55% women
 - b. 55% young people
 - c. the minimum wage rate to be paid is in accordance with the National Minimum Wage Act, 1 March 2025 of the latest Published Act.

OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Contract No: PART 2

Project No.

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes										Place a tick in the box which corresponds to the Gender and Age of the Worker				Total No. of workers Employed on the Project
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men			
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D		
Totals for this sheet																			Total No. of workers Employed on the Project
Totals from previous sheet																			
Totals carried forward																			

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L)

NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%

Completed by: Name: Signature: Capacity Date:

PART 3

Entries in this portion to be completed by Foreman										Entries in this portion to be Completed by Contractor					
No.	Name of local worker	Day Tasks Worked							Payment						
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker		
Totals This Sheet															
Totals Brought Forward From previous Sheet															
Totals Carried Forward									(A)		(B)				

Completed by: Name: Signature: Capacity: Date:

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No:

Date of Report:

Project No:

Project Name:

Claim No:

For Period Ending:

Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed		No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2			
1. Total No. of individual local workers who have worked on the Project (Column N)			100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)			
11. How many of the Total No. are local women (Column A + B)			

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		

3. Material from Outside the Eastern Cape		
4. Material from other areas within the Eastern Cape		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

Training of Local Workers

Catogory of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying			
	Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

**NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO
EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%**

Completed by:
Name Signature Capacity Date

Part 5: Pricing Data

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1261

1. BILLS OF QUANTITIES

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 Bid, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

2. VALUE ADDED TAX

The RFQ price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

3. PREVIOUS WORK

The bidder is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.

C2.2 Preliminaries / Bill of Quantities / Final Summary

PROVISIONAL BILLS OF QUANTITIES
FOR
S E K MQHAYI - EMERGENCY REPAIRS TO EASTERN CAPE STORM
DAMAGED SCHOOLS
FOR
Department of Education

INDEX TO BILLS OF QUANTITIES

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SECTION NO. 1
PRELIMINARIES

Amount

SECTION NO. 1**PRELIMINARIES****(CPAP WORK GROUP NO. 190 UNLESS OTHERWISE STATED)****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 to be read in conjunction with the **Contract Data** issued with the tender.

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 abovementioned documents for the full intent and meaning of each clause

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

Where any item is not relevant to this **agreement** such item is marked N/A signifying 'not applicable'

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

TENDERER'S SELECTIONS

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

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

Carried To Section Summary

R

Section No. 1

Bill No. 1

Preliminaries

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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**INTERPRETATIONS (A1-A7)****A1.0 DEFINITIONS AND INTERPRETATIONS**

1 Clause 1.0

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

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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]

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

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:

A2.0 LAW, REGULATIONS AND NOTICES

2 Clause 2.0

F: V: T:

A3.0 OFFER AND ACCEPTANCE

3 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:

Carried To Section Summary

R

Section No. 1

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A4.0 CESSION AND ASSIGNMENT

4 Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

Replace Clause 4.3 with the following:

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

F: V: T:

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 to be read in conjunction with the **Contract Data** issued with the tender.

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 abovementioned documents for the full intent and meaning of each clause

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

Where any item is not relevant to this **agreement** such item is marked N/A signifying 'not applicable'

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

TENDERER'S SELECTIONS

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Item

Carried To Section Summary

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

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

PRICING OF PRELIMINARIES

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

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

INTERPRETATIONS (A1-A7)

A1.0 DEFINITIONS AND INTERPRETATIONS

5 Clause 1.0

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

Carried To Section Summary

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Amount

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

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]

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

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:

A2.0 LAW, REGULATIONS AND NOTICES

6 Clause 2.0

F: V: T:

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		Amount
	<u>A3.0 OFFER AND ACCEPTANCE</u>	
7	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
	<u>A4.0 CESSION AND ASSIGNMENT</u>	
8	Clause 4.0 Ref Clause 6.7 [CD] - Clause 4.2 Replace Clause 4.3 with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained F: V: T:	Item
	<u>A5.0 DOCUMENTS</u>	
9	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 Quantity, the drawings shall take preference 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
	<u>A6.0 EMPLOYER'S AGENTS</u>	
10	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:	
	Carried To Section Summary	R
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The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

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

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 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 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:

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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

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

F: V: T:

A11.0 SECURITIES

11.7 No Clause

11.8 No Clause

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 percent (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:

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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.

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:

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).

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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.

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 certified 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 payment reduction or cash deposit or from both.

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:

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15	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: 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 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. 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	Item
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EXECUTION (A12 - A17) }**A12.0 OBLIGATIONS OF PARTIES**

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

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 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]

16 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:

17 Main notice board

Item

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	The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18] F: V: T: <u>A13.0 SETTING OUT</u>	Item
18	Clause 13.0 F: V: T: <u>A14.0 NOMINATED SUBCONTRACTORS</u>	Item
19	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: <u>A15.0 SELECTED SUBCONTRACTORS</u>	Item
20	Clause 15.0 Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5 15.1.5 No Clause 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: <u>A16.0 DIRECT CONTRACTORS</u>	Item
21	Clause 16.0 F: V: T: <u>A17.0 CONTRACT INSTRUCTIONS</u>	Item
22	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	
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Add the following clause as Clause 17.6:		
Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.		
F: V: T:		
<u>COMPLETION (A18 - A24)</u>		
<u>A18.0 INTERIM COMPLETION</u>		
23	Clause 18.0	Item
F: V: T:		
<u>A19.0 PRACTICAL COMPLETION</u>		
24	Clause 19.0	Item
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 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		
(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		
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25	(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 one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0 (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: <u>A20.0 COMPLETION IN SECTIONS</u> Clause 20.0 Add the following as Clause 20.2.1.A A certificate of Works Completion [19.8] F: V: T:	Item
	<u>A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</u> 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, 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 21.6.2 Omit Clause	Item
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	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 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] F: V: T: <u>A22.0 LATENT DEFECTS LIABILITY PERIOD</u>	
27	Clause 22.0 F: V: T:	Item
28	Clause 22.0 22.3.2 No Clause F: V: T: <u>A23.0 REVISION OF THE DATE OF PRACTICAL COMPLETION</u>	Item
29	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 delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD] Ref Clause 6.7 [CD] - Clause 23.7 Ref Clause 6.7 [CD] - Clause 23.8 F: V: T: <u>A24.0 PENALTY FOR LATE OR NON-COMPLETION</u>	Item
30	Clause 24.0 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:	
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31	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: <u>PAYMENT (A25 - A27)</u> <u>A25.0 PAYMENT</u> 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 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 respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate Replace Clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments :		
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(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

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 term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage 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:

A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

32 Clause 26.0

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

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33	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: <u>A27.0 RECOVERY OF EXPENSE AND/OR LOSS</u> 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 F: V: T: <u>SUSPENSION AND TERMINATION (A28 - A29)</u> <u>A28.0 SUSPENSION BY THE CONTRACTOR</u>	Item
	34 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	Item
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28.4 No Clause

F: V: T:

A29.0 TERMINATION

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.

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:		
35	Clause 29.0		
	<u>DISPUTE RESOLUTION (A30)</u>		
	<u>A30.0 DISPUTE RESOLUTION</u>		
36	Clause 30.0		
	Replace Clause 30.2 with the following:		
	Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation		
	30.3 to 30.7.7 No Clauses		
	Replace Clause 30.8 with the following:		
	The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:		
	30.8.1 No Clause		
	Replace Clause 30.8.2 with the following:		
	The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties		
	Replace Clause 30.8.3 with the following:		
	Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses		
	Replace Clause 30.9 with the following:		
	Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse		
	30.10 No Clause		
	30.12 No Clause	Item	
	F: V: T:		
	<u>SECTION B: GENERAL PRELIMINARIES</u>		
	<u>DEFINITIONS AND INTERPRETATIONS (B1)</u>		
37	B1.1 Definitions	Item	
	F: V: T:		
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38	B1.2 Interpretation F: V: T:	Item
	<u>DOCUMENTS (B2)</u>	
39	B2.1 Checking of documents F: V: T:	Item
40	B2.2 Bills of quantities F: V: T:	Item
41	B2.3 Availability of construction information F: V: T:	Item
42	B2.4 Ordering of materials and goods F: V: T:	Item
	<u>PREVIOUS WORK AND ADJOINING PROPERTIES (B3)</u>	
43	B3.1 Inspection of adjoining properties F: V: T:	Item
	<u>THE SITE (B4)</u>	
44	B4.1 Enclosure of the works F: V: T:	Item
45	B4.2 Geotechnical and other investigations F: V: T:	Item
46	B4.3 Services - known F: V: T:	Item
	<u>MANAGEMENT OF CONTRACT (B5)</u>	
47	B5.1 Management of the works F: V: T:	Item
48	B5.2 Progress meetings F: V: T:	Item
49	B5.3 Technical meetings F: V: T:	Item
	<u>SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS (B6)</u>	
50	B6.1 Samples of materials F: V: T:	Item
51	B6.2 Workmanship samples F: V: T:	Item
52	B6.3 Shop drawings F: V: T:	Item
53	B6.4 Compliance with manufacturer's instructions F: V: T:	Item

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	<u>DEPOSITS AND FEES (B7)</u>		
54	B7.1 Deposits and fees F: V: T:	Item	
	<u>TEMPORARY SERVICES (B8)</u>		
55	B8.1 Water F: V: T:	Item	
56	B8.2 Electricity F: V: T:	Item	
57	B8.3 Ablution and welfare facilities F: V: T:	Item	
58	B8.4 Communication facilities F: V: T:	Item	
	<u>PRIME COST AMOUNTS(B9)</u>		
59	B9.1 Responsibility for prime cost amounts F: V: T:	Item	
	<u>ATTENDANCE ON SUBCONTRACTORS (B10)</u>		
60	B10.1 General attendance 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 the site The use, at reasonable times by arrangement of the contractor's erected hoisting equipment	Item	
61	F: V: T: B10.2 Special attendance	Item	
	F: V: T:		
	<u>GENERAL (B11)</u>		
62	B11.1 Protection of the works F: V: T:	Item	
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			Amount
63	B11.2 Security of the works F: V: T:	Item	
64	B11.3 Notice before covering work F: V: T:	Item	
65	B11.4 Disturbance 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 F: V: T:	Item	
66	B11.5 Environmental disturbance F: V: T:	Item	
67	B11.6 Works cleaning and clearing F: V: T:	Item	
68	B11.7 Vermin F: V: T:	Item	
69	B11.8 Overhand work F: V: T:	Item	
70	B11.9 Tenant installations F: V: T:	Item	
71	B11.10 Advertising F: V: T:	Item	
<u>SECTION C: SPECIFIC PRELIMINARIES</u>			
Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item			
<u>C1.0 CONTRACT DRAWINGS</u>			
72	A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed 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	
<u>C2.0 PREAMBLES</u>			
73	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		
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		Amount
	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 F: V: T: <u>C3.0 TRADE NAMES</u>	Item
74	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: <u>C4.0 IMPORTED MATERIALS AND EQUIPMENT</u>	Item
75	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: <u>C5.0 VIEWING THE SITE IN SECURITY AREAS</u>	Item
76	Not Applicable F: V: T: <u>C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS</u>	Item
77	Not Applicable F: V: T: <u>C7.0 ENTRANCE PERMITS TO SECURITY AREAS</u>	Item
78	Not Applicable F: V: T: <u>C8.0 SECURITY CHECK PERSONNEL</u>	Item
79	Not Applicable F: V: T: <u>C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS</u>	Item
80	Not Applicable F: V: T:	Item
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		Amount
<u>C10.0 PROHIBITION ON LIVING ON SITE EXISTING BUILDINGS</u>		
81	Contractor is not allowed to occupy any of the existing buildings as accommodation for staff or anyone. F: V: T:	Item
<u>C11.0 HIV/AIDS AWARENESS</u>		
82	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 F: V: T:	Item
83	C11.1 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
84	C11.2 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
85	C11.3 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
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		Amount	
86	C11.4 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 F: V: T:	Item	
87	C11.5 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	
	<u>C12.0 OCCUPATIONAL HEALTH AND SAFETY ACT</u>		
88	The contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) 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:	Item	
89	Workman's Compensation Fund or FEM contributions for the duration of the project with and including renewals. F: V: T:	Item	
90	Preparation and approval of Project-specific Health and Safety Plan (including File). [CR 7(1)(a)]. F: V: T:	Item	
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91	Implementation and maintenance of Project specific Health and Safety Plan (File). [CR 7] for the duration of the project. F: V: T:	Item	
92	Appointment of a Full-Time Competent Construction Health & Safety Officer/CHSO registered with SACPCMP (who has 2 or more years working experience) to assist in the control of all health and safety related aspects. [CR 8(5)] for the duration of the project. F: V: T:	Item	
93	Provision for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety. [CR 8(1), (2), & (7) for the duration of the project. F: V: T:	Item	
94	Provision of telecommunication facilities for the appointed Construction Health & Safety Officer (CHSO) for the duration of the project. F: V: T:	Item	
95	Provision of Basic Emergency Preparedness and Response equipment & at least Level 2 First Aider/s for the duration of the project. F: V: T:	Item	
96	Provision of Hard Hats (High Density polyethylene, & 6-point lining) for all employed personnel on site, for the duration of the project. F: V: T:	Item	
97	Provision of Overall/work suit (100% Cotton) for all employed personnel on site, for the duration of the project. F: V: T:	Item	
98	Provision of Safety boots/shoes (Steel-Toe) for all employed personnel on site, for the duration of the project. F: V: T:	Item	
99	Provision of Gumboots (Steel-Toe) for relevant employed personnel on site, for the duration of the project. F: V: T:	Item	
100	Provision of Safety gloves for relevant employed personnel on site, for the duration of the project. F: V: T:	Item	
101	Provision of Ear Plugs/Muffs for relevant employed personnel on site, for the duration of the project. F: V: T:	Item	
102	Provision of Dust Mask for relevant employed personnel on site, for the duration of the project. F: V: T:	Item	
103	Provision of Respirators for relevant employed personnel on site, for the duration of the project. F: V: T:	Item	
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104	Provision of Safety goggles for relevant employed personnel on site, for the duration of the project. F: V: T:	Item		
105	Provision of Fall arrest and rescue equipment with and including lifelines and associated equipment for relevant employed personnel on site, for the duration of the project. F: V: T:	Item		
106	Provision of High visibility reflective vests for all employed personnel on site, for the duration of the project. F: V: T:	Item		
107	Provision of required Temporary handrails, toe boards other than for access scaffolding and work at height related material) on site, for the duration of the project. F: V: T:	Item		
108	Provision of required SANS approved safety netting (orange color with minimum of 1,2 meters high) on site, for the duration of the project. F: V: T:	Item		
109	Provision of Pre-employment medical examinations for all employees on site, for the duration of the project. F: V: T:	Item		
110	Provision of Exit medical examinations for all employees on site, for the duration of the project. F: V: T:	Item		
111	Provision of Mobile toilets and sewerage waste removal, for the duration of the project. F: V: T:	Item		
112	Provision of a First Aid box, for the duration of the project. F: V: T:	Item		
113	Provision of required 1200mm surveyor poles for barricading net, for the duration of the project. F: V: T:	Item		
114	Provision of required Waste bins, for the duration of the project. F: V: T:	Item		
115	Provision of all required Site Signage (prohibition and warning signage). F: V: T:	Item		
116	Provision for drinking water (Meeting Domestic Guidelines), for duration of the project. F: V: T:	Item		
117	Provision of HIV/AIDS awareness and Implementation programmes, including STI, for duration of the project. F: V: T:	Item		
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118	Provision for Training Health and Safety Representative, Working at Heights and Firefighting, for duration of the project. F: V: T:	Item	
119	Provide for adequate handling and storage of materials to minimize contamination of ground, air or water. F: V: T:	Item	
120	Provide for the adequate and safe collection and disposal of waste material from site by a recognized service provider. F: V: T:	Item	
121	Provide of Welfare facilities (Eating Area for workers). F: V: T:	Item	
122	Provide for rehabilitation on completion of site areas (where applicable). F: V: T:	Item	
<u>SUMMARY OF CATEGORIES</u>			
Category : Fixed R.....			
Category : Value R.....			
Category : Time R.....			
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PRELIMINARIES

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Section No. 1
SECTION SUMMARY

SECTION NO. 2
REPAIRS TO EXISTING BUILDINGS

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>REPAIRS TO EXISTING BUILDINGS</u> <u>BILL NO. 1</u> <u>ALTERATIONS</u> <u>(CPAP WORK GROUP NO. 102 UNLESS OTHERWISE STATED)</u> <u>SUPPLEMENTARY PREAMBLES</u> NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill. Tenderers are advised to study the Department of Public Works - Construction Works: General Specification (PW371-A) and Construction Works: Particular Specification (PW371-B) before pricing this bill. <u>Supplementary Preambles:</u> Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the Employer and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the Principal Agent. If angle grinders are used, a method of containing the dust must be utilised. Should the dust produced by the use of angle grinders, be deemed to be a nuisance by the Employer, their use will be prohibited. For purpose of this contract, and to avoid misunderstanding in terms of carrying out the works and pricing thereof, phrases stated hereunder have been defined and the Contractor is advised to study them carefully as no claim will be entertained as a result of him not doing so: a) "Making Good" shall include making good of the brick, concrete and timber surfaces onto which the finishes are applied, where necessary. b) "Forming New Openings" shall include all labour and materials forming opening, cut toothings and bonding for and plumbing and flushing up reveals, cutting for and forming precast concrete, or reinforced brick lintel over including necessary turning pieces, reinforcement, etc.				
Section No. 2				
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Alterations				
Carried to Collection			R	

	Unit	Quantity	Rate	Amount
c) All existing material described as "carefully take out, set aside for re-use and later refix in new position" are to be carefully removed, stored and protected from injury, made good as required and if broken or damaged through taking out, removing, storage, etc, are to be replaced by the Contractor at his own expense. Tenderers are advised to inspect these materials to ascertain their condition and allow accordingly for this in their pricing. d) The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc. e) The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, door stops, cabin hooks, etc. f) Doors, windows, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and esing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given seperately. Making good floor and wall finishes to match existing. g) Where door and window openings, etc, are specified to be filled in, or where jambs, sills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement motar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of bricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified. h) where lintels are specified as precast concrete the prices are to include for breaking out brickwork over for inserting precast prestressed cement concrete (30Mpa) intel with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.				
Section No. 2				
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Alterations				
Carried to Collection			R	

	Unit	Quantity	Rate	Amount
i) Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectively stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent. j) The terms propping, strutting, shoring, etc. is not specifically mentioned in each item, however these shall be deemed to be included in the descriptions. k) No explosive whatsoever may be used for demolition purposes unless otherwise stated or prior approval by the Principal Agent. <u>REMOVAL OF EXISTING WORK</u>				
1 Allow for protecting all existing work liable to suffer damage (i.e. Walls, finishes, floors, windows, joinery fittings, etc.) from damage during the building operations, alterations, etc., and make good all work damaged with new material to match existing to the approval of the Principal Agent.	Item			
2 Allow for watering the works by spraying to prevent any nuisance from dust, etc., and supply, erect and remove on completion all temporary dust screens, etc. required.	Item			
<u>Taking out and removing doors, windows, etc., including thresholds, sills, etc. (building up openings and making good finishes elsewhere)</u>				
3 932 X 2152mm High Timber single door including ironmongery.	No.	12		
4 1800 x 2125mm High Timber double door including ironmongery.	No.	6		
<u>Take out and remove broken window panes from steel windows and prepare frame to receive new glazing in similar position (glazing measured elsewhere)</u>				
5 Window glass panes.	m ²	15		
<u>Inspect existing galvanised metal roof coverings for leaks, remove loose roof screws and replace with new 100mm long screws with and including new domed roof washer with sealant attached:</u>				
6 Existing metal roof covering.	m ²	231		
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BILL NO. 1**ALTERATIONS****COLLECTION**

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Bill No. 1
Alterations

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>REPAIRS TO EXISTING BUILDINGS</u> <u>BILL NO. 2</u> <u>CARPENTRY AND JOINERY</u> <u>(CPAP WORK GROUP NO. 126 UNLESS OTHERWISE STATED)</u> <u>MODEL PREAMBLES</u> The tenderer is referred to the "Model Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates <u>SUPPLEMENTARY PREAMBLES</u> <u>FIXING</u> All nailing of timber roof rafters, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used. <u>DOORS ETC</u> <u>SANS Approved meranti:</u>				
1 44mm Framed, ledged, and battened single door with flush ply panel internally size 813 x 2032mm high comprising 44 x 110mm top rail and stiles, 44 x 220mm bottom rail, 44 x 150mm lock rail and 22 x 70mm vertical "v" jointed boards (D1).	No.	34		
2 44mm Framed, ledged, and battened double door with flush ply panel internally size 1800 x 2032mm high comprising 44 x 110mm stiles, 44 x 220mm bottom rail, 44 x 150mm lock rail and 22 x 70mm vertical "v" jointed boards (D4).	No.	6		
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Section No. 2 Bill No. 2 Carpentry And Joinery				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>REPAIRS TO EXISTING BUILDINGS</u>				
<u>BILL NO. 3</u>				
<u>IRONMONGERY</u>				
<u>(CPAP WORK GROUP NO. 132 UNLESS OTHERWISE STATED)</u>				
<u>MODEL PREAMBLES</u>				
The tenderer is referred to the "Model Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Keys/Locks</u>				
Each lock is to be distinctly numbered with consecutive numbers and each key is to be stamped with the corresponding number to the lock that it controls. All locks are to have two keys				
<u>Trade Names</u>				
Where trade names are specified other ironmongery approved by the Principal Agent may be used				
<u>Fixing</u>				
Fixing of ironmongery is deemed to be fixed to timber unless otherwise described				
<u>HINGES:</u>				
1	Pairs	53		
75 x 100mm Brass Medium duty ball bearing HMP butt hinges.				
<u>LOCKS</u>				
2	No.	41		
UNION 2277-78SS or equal approved three lever sash mortice lockset.				
3	No.	15		
UNION w/c indicator bolt satin chrome - Code CZ80941SC				
<u>HANDLES</u>				
4	No.	15		
Dorma DPH301B or equal approved Stainless Steel Straight Tubular Pull handle flange fixing.				
<u>Sundries:</u>				
5	No.	34		
Stainless Steel Hat and coat hook, code DHC - SS-030-A or equal approved.				
Carried to Collection			R	
Section No. 2				
Bill No. 3				
Ironmongery				

		Unit	Quantity	Rate	Amount
6	38mm Diameter black rubber door stop plugged and screwed to wall.	No.	43		
	<u>SIGN PLATES:</u>				
	<u>All sign plates are to be with engraved blue perspex all in accordance with the standard sign plates for Schools.</u>				
7	Sign plate plugged and screwed to walls with chromium plated dome headed screws.	No.	2		
	<u>SUNDRIES</u>				
	<u>Halcast or equal approved"</u>				
8	Thiefproof toilet roll holder plugged.	No.	15		
	<u>Satin Grey Plastics or equal approved</u>				
9	Satin plastic N-SBIN-12-SA SHE Bin size 463 x 140 x 480mm, floor standing loose.	No.	7		
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Bill No. 3					
Ironmongery					

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BILL NO. 3**IRONMONGERY****COLLECTION**

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Ironmongery

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>REPAIRS TO EXISTING BUILDINGS</u>				
<u>BILL NO. 4</u>				
<u>GLAZING</u>				
<u>(CPAP WORK GROUP NO. 150 UNLESS OTHERWISE STATED)</u>				
<u>TRADE PREAMBLES</u>				
<u>Trade Preambles</u>				
For Trade Preambles refer to 'Specification of Materials and Methods' (PW371A) for the full descriptions of material to be used and work to be done in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Proprietary items or materials:</u>				
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Principal Agent.				
<u>GLAZING TO STEEL WITH PUTTY</u>				
<u>6,38mm Clear laminated safety glass:</u>				
1	Panes exceeding not exceeding 0,1m2.	m ²	49	
2	Panes exceeding 0,5m2 but not exceeding 2m2 .	m ²	39	
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Section No. 2				
Bill No. 4				
Glazing				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>REPAIRS TO EXISTING BUILDINGS</u> <u>BILL NO. 5</u> <u>PAINTWORK</u> <u>(CPAP WORK GROUP NO. 152 UNLESS OTHERWISE STATED)</u> <u>PREAMBLES</u> For preambles, refer to "Model Preambles for Trades", for specification of materials and methods to be used - refer to public works document no. PW371 <u>SUPPLEMENTARY PREAMBLES</u> <u>PREPARATORY WORK TO EXISTING WORK</u> <u>Previously painted asbestos roof surfaces</u> Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be sealed, filled with a suitable filler and finished smooth Previously painted metal surfaces Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal <u>Previously painted wood surfaces</u> Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth <u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK ON ASBESTOS OR FIBRE CEMENT, ETC.</u> <u>Prepare and apply two coats pure acrylic roof paint on:</u>				
1	Roof covering.	m ²	1 864	
<u>ON METAL</u> <u>Wash down with sugar soap, rinse with clean water to remove all traces of soap, remove all traces of rust, loose and flaking paint. Spot prime bare metal areas with synthetic metal primer coat, apply one coat universal undercoat and apply two coats polyurethane enamel paint</u>				
2	On window frames	m ²	36	
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BILL NO. 5
PAINTWORK
COLLECTION

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Paintwork

SECTION NO. 2

REPAIRS TO EXISTING BUILDINGS

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Section No. 2
SECTION SUMMARY

SECTION NO. 3
PROVISIONAL SUMS

SECTION NO. 3

PROVISIONAL SUMS

BUDGETARY ALLOWANCES

Budgetary Allowances:

- 1 Provide the sum of R 7500.00 (Seven Thousand Five Hundred Rand) per Month for CLO for a period of Two Months.
- 2 Attendance on above item.

Item

15 000 00

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Provisional Sums

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| 1 | PRELIMINARIES | 35 | |
| 2 | REPAIRS TO EXISTING BUILDINGS | 50 | |
| 3 | PROVISIONAL SUMS | 52 | |

ADD: CONTINGENCIES

Allow the Amount of R 120 311.50 (One Hundred and Twenty Thousands, Three Hundred and Eleven Rands, fifty cents only) for contingencies, to be used by the Architect in terms of Clause 17 of the Principal Building Agreement.

SubTotal excluding Value Added Tax

ADD VAT @ 15%:

Carried to Tender

R

FINAL SUMMARY

SECTION NO. 3: PROVISIONAL SUMS	51
Budgetary Allowances	52
SECTION SUMMARY	53

Part 6: Site Information

C4 Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING
AGREEMENT (Edition 6.2 of May 2018)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS – S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

C4 Site Information – Existing operational education facilities

GPS CO-ORDINATES	
GIS_Longitude	GIS_Latitude
-32.93702	27.72924

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

3. ADJACENT BUILDINGS

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

4. ENVIRONMENTAL ISSUES

None

C5 Drawings

C5.1: DRAWINGS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF STORM DAMAGED SCHOOLS - S E K MQHAYI HIGH SCHOOL
Request for RFQ No:	2025/07/1242

[illegible]