



Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)

BIDDER'S NAME :

EMIS No: 200601142/200600204

P-No: P9005829/9010476

CONTRACT NO: AW2024/25/10

Closing date and Time:

22nd July 2025 at 11:00 am



AMATOLA WATER

Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)

Implementing Agent:

AMATOLA WATER

6 Lancaster Road

Amatola Water House

VINCENT, EAST LONDON 5217

TEL: 043 707 3700

PARTICULARS OF TENDERER

Name of Tenderer	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
E-Mail Address	
VAT Registration Number	

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THE TENDER

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AMATOLA WATER

Bid Number.: AW2024/25/10

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Department of Education Schools in the Eastern Cape Province (ECDoE)

T1: TENDERING PROCEDURE

T1.1: *TENDER NOTICE AND INVITATION TO TENDER*

Amatola Water Board is a state-owned, South African water utility established in November 1997 and is mandated to render water services to water sector institutions, to local government and other customers in the Eastern Cape.

Amatola Water is in the secondary procurement process and is hereby, inviting suitably qualified service providers to tender for Appointment of Contractors to supply, build foundation slab and prefab control room unit at Mount Arthur Girls High School and Freemantle Agricultural School for the Eastern Cape Department of Education (ECDoE).

Each bidder must have all required professional personnel in their team, as a Single Entity or Joint Venture/Consortium.

The duration of the contract is 4 calendar months, which includes non-working and special non-working days.

An open competitive bidding process is to be followed. A bid invitation will be published in the regional newspaper and on Amatola Water website, CIDB Website and National Treasury Website (e-tender).

Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading of 3GB and those who satisfy the criteria stated in the tender data, will be eligible to tender.

A bid invitation will be published in the regional newspaper and on Amatola Water website, CIDB Website and National Treasury Website (e-tender). Tender Documents shall be downloaded for free from Amatola Water Website (www.awatolawater.co.za) from the **30th June 2025, 09:00AM**.

The tender closing date will be 21 days (3 weeks) after the publication date, on the **22nd July 2025 at 11:00am.**

The closing date will be scheduled as follows:

BIDNUMBER	Bid Description and Scope of Works	CIDB Grading	CLOSING DATE, TIME AND VENUE.
AW2024/25/10	Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School Department of Education Schools in the Eastern Cape Province (ECDoE)	3 GB OR HIGHER	22nd July 2025 at 11H00 AMATOLA WATER'S TENDER BOX, 6 LANCASTER ROAD, VINCENT, EAST LONDON

COMPULSORY CLARIFICATION MEETING

A compulsory clarification meeting with representatives of the Employer will take place at Freemantle Agricultural School, **Lady Frere at 11:00AM** on the **08th of July 2025, Tuesday.(-31.708001098393968, 27.187702797868152).**

The original completed bid documents and all supporting documents must be submitted in a sealed envelope or parcel endorsed with the Bid Number and Bid Description as detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box located in the reception area of **Amatola Water, 6 Lancaster Rd, Vincent, East London**, prior to the time and date indicated in the bid notice and the Tender Data. The bid submissions will be opened in public shortly the closing time.

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to: Ms N. Ndlamla - E-mail: nndlamla@amatolawater.co.za.

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data) only tenderers who satisfy the eligible criteria as established for the tender (Ref: T 1.2 Tender Data) to submit tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit its tenders using only the tender documentation issued.

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

Issued by:

Chief Executive
Amatola Water



AMATOLA WATER

Bid Number.: AW2024/25/10

Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)

T1.2 **TENDER DATA**

The conditions of tender are the **Standard Conditions of Tender** as contained in of Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Work Contracts. (see www.cidb.org.za), and the variations to the Standard Conditions of Tender as per the project tender documentation.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
C.1.1.1	The employer is AMATOLA WATER

Clause number	Tender Data
C.1.2	<p>The tender document issued by the Employer comprises of:</p> <ul style="list-style-type: none"> • Part T1: Tendering procedures. • Part T2: Returnable documents. • Part C1: Agreements and Contract Data. • Part C2: Pricing data. • Part C3: Scope of work. • Part C4: Site Information; and • Appendices
C.1.4	<p>The Employer's Agent is:</p> <p style="margin-left: 100px;">Name: INHOUSE (Amatola Water Board)</p> <p style="margin-left: 100px;">Address: 6 Lancaster Road, Vincent, EAST LONDON, 5247</p> <p style="margin-left: 100px;">Contact person: Sive Ndinga</p> <p style="margin-left: 100px;">Tel: 043 707 3700</p> <p style="margin-left: 100px;">email: sndinga@amatolawater.co.za</p>
C.2.1.1	<p>Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading of 3GB or higher and those who satisfy the criteria stated in the tender data, will be eligible to tender.</p>

2.1.1

The following tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, are eligible to have their tender evaluated:

A. Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, specified levels from 3GB or higher will be permitted to tender as stipulated on the Table under Item No. 1.

B. Joint Ventures are eligible to submit a tender offer provided that:

1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing).
2. The lead partner has a contractor grading designation in the GB class of construction work and has a grading designation of not lower than one level below the required grading designation.
3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700.

Clause number	Tender Data
	<p>D. Attendance of Compulsory Site Briefing</p> <p>There will be a compulsory site briefing.</p>
C.2.1.4	Once the tender has been awarded the tenderer will need to be registered on the Amatola Water database as a service provider. In the case of joint venture partnerships this requirement will apply individually to each party of the joint venture.
C.2.10	All Tenderers that are registered for Value Added Tax (VAT) with the South African Revenue Service (SARS) must include VAT in their tender offer.
C.2.11	<p>Add the following to the Clause:</p> <p>“In the event of a mistake having been made on the Bill of Quantities, it shall be crossed out in non-erasable ink and be accompanied by a full signature of each signatory to the Tender at each and every price alteration.”</p> <p>“If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p>No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.</p> <p>The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”</p>
C.2.12	No alternative bid offers will be considered. The scope and design are as per the documentation in the Contract Data.
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy of all returnables.
C.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as indicated on the Tender Notice.
C.2.13.6	A two-envelope procedure will not be followed.

Clause number	Tender Data
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.14	<p>The tenderer is required to provide all the data or information as requested below:</p> <p>All the documents and schedules as listed under T2.1: List of Compulsory Returnable Documents.</p> <p>Should a Tenderer not provide all of the above-mentioned data or information, the Tenderer could be considered non-responsive.</p> <p>Satisfy the Employer and Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2.1: – List of Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 5(1) (c) of the Construction Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.</p>
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 90 days after the closing date.
C.2.23	<p>The tenderer is required to submit with their tender:</p> <ol style="list-style-type: none"> 1) A Tax Compliance Status PIN issued by the South African Revenue Services; and 2) 3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender.
C.2.24	<p>Add the following new Clause:</p> <p>“Additional conditions of bid</p> <p>Amatola Water reserves the right to cancel whole or any part the tender and or to alter the scope of the tender where applicable.”</p>

Clause number	Tender Data
C.3.4	The Bid documents are to be deposited in Amatola Water's Tender Box, 6 Lancaster Road, Vincent, East London . The bid submissions will be opened by Amatola Water officials shortly after the closing time. Tender offer results will be published onto Amatola Water Website from the closing date
C.3.11.1	<p>Bid Conditions:</p> <ul style="list-style-type: none"> • The 2022 Preferential Procurement Policy Framework Act 2000 (PPPPFA) principles shall apply, whereby submissions will be evaluated according to the provisions of the Act. • Points for Specific Goals will be scored in accordance with the SBD 6.1 Form. Failure to claim points on SBD 6.1 will lead to non-awarding of points for specific goals. • Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of a tender. <ol style="list-style-type: none"> 1. Tenders which are late, incomplete, unsigned or submitted electronically will not be accepted. 2. All tenders are to remain valid for a period of 90 days from the closing date of the submission. 3. A Tax Compliance status PIN (an original valid SARS certificate) must be submitted with the tender document in order to be considered. 4. Failure to provide supplementary information specified and completion of the returnable schedules will result in the tender being regarded as non-responsive. 5. Tender Forms (Form C1.1: Form of Offer and Acceptance) that are incomplete or incorrectly completed will result in the disqualification of the tender. 6. SBD 4 – Bidders Disclosure must be fully completed and signed. <p>NB: Bidder must ensure that 2.3 of SBD 4 is dully completed in all aspects including all 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.</p>
C3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order; b) the Tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services c) the tenderer is registered and active with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

Clause number	Tender Data
	<p>e) the tenderer has not:</p> <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and <p>f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>g) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the Tenderer has not failed to perform on any previous contracts and has not been given a written notice to this effect.</p> <p>j) The Tenderer has a Bank Rating of at least D</p>
C.3.13(b)	<p>Acceptance of tender offer:</p> <p>The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2022 Pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate all bids. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded depending on the Specific Goals. Bids received will be evaluated in three (3) phases, namely Determine Completeness of tender offer, Capability requirements and compliance assessment and Price and Specific goals.</p> <p>STEP 1: DETERMINE COMPLETENESS OF TENDER OFFER</p> <ul style="list-style-type: none"> • Tender submissions will be screened to identify schedules and requested documents that are incomplete or have not been submitted. • Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender including the following: <ul style="list-style-type: none"> • Eligibility • Pricing the tender offer • Alterations to documents • Alternative tenders offer • Submitting a tender offer • SBD 4-Bidders disclosure must be completely filled and signed • Tender offers will be declared non-responsive should they fail to comply with any one of the requirements of the above. • Non-responsive Tender Offers will not be further evaluated. <p>STEP 2: CAPABILITY REQUIREMENTS AND COMPLIANCE ASSESSMENT</p> <p>A Compliance Assessment will be undertaken on the shortlisted tenderers.</p>

Clause number	Tender Data														
C.3.13(b) cont'd	The compliance assessment will be based on the information submitted in the Returnable Schedules and will assess the likely risk of the Tenderer not being able to successfully perform the work under this contract and meet all his/her contractual obligations.														
	If the assessment indicates that, there is an unacceptably high risk of the Works not being successfully completed, the bid will be rejected. The overall assessment will consider all of the following:														
	Civil Engineering Works:														
	<table><tr><th>Criteria</th><th>Description of requirements</th><th>Compliant</th><th>Non-Compliant</th></tr><tr><td>Tendering Entity's Relevant Experience</td><td><p><i>Minimum Qualifying Requirements on Tenderer's Experience:</i></p><p>At least one successfully completed project that entail prefabricated structures within the last 10 years.</p><p>Practical Completion Certificate/s to be attached (Reference letters will not be acceptable).</p><p>Note: Appointment letters are required to serve as supplementary documents to the information provided in the completion certificates</p></td><td></td><td></td></tr><tr><td>Key Staff's Relevant Roles and Experience</td><td><p><i>Minimum Qualifying Requirements on Key Staff:</i></p><p>Construction Manager (Site Agent) and Construction Supervisor (Main Foreman) to both have at least 5 years' experience in the same roles and areas of expertise as proposed for this Contract.</p><p>Construction Manager (Site Agent) to have a degree or technical diploma in the Built Environment discipline.</p><p>The Construction Supervisor (Main Foreman) must have 5 years' experience previously supervising the construction projects.</p><p>Provide CVs and certified qualifications of the above Key Staff. The CVs must demonstrate the above minimum qualifying experience required and the CV's should be declared as true by the</p></td><td></td><td></td></tr></table>				Criteria	Description of requirements	Compliant	Non-Compliant	Tendering Entity's Relevant Experience	<p><i>Minimum Qualifying Requirements on Tenderer's Experience:</i></p> <p>At least one successfully completed project that entail prefabricated structures within the last 10 years.</p> <p>Practical Completion Certificate/s to be attached (Reference letters will not be acceptable).</p> <p>Note: Appointment letters are required to serve as supplementary documents to the information provided in the completion certificates</p>			Key Staff's Relevant Roles and Experience	<p><i>Minimum Qualifying Requirements on Key Staff:</i></p> <p>Construction Manager (Site Agent) and Construction Supervisor (Main Foreman) to both have at least 5 years' experience in the same roles and areas of expertise as proposed for this Contract.</p> <p>Construction Manager (Site Agent) to have a degree or technical diploma in the Built Environment discipline.</p> <p>The Construction Supervisor (Main Foreman) must have 5 years' experience previously supervising the construction projects.</p> <p>Provide CVs and certified qualifications of the above Key Staff. The CVs must demonstrate the above minimum qualifying experience required and the CV's should be declared as true by the</p>	
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Clause number	Tender Data										
		tenderer and will be used to evaluate the capability of the key personnel. NOTE: If the above proposed individuals are not available at time of award, it is a CONDITION OF AWARD requirement that equally-qualifying or better key staff are made available for the execution of this Contract.									
STEP 3: PRICE AND PREFERENCE In terms of the Preferential Procurement Policy Framework Act (PPPFA) the 80/20 scoring system will be applicable to this tender. The maximum points for this tender are allocated as follows:											
<table><tr><td></td><td>POINTS</td></tr><tr><td>PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>Total points for Price and SPECIFIC GOALS</td><td>100</td></tr></table>					POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100
	POINTS										
PRICE	80										
SPECIFIC GOALS	20										
Total points for Price and SPECIFIC GOALS	100										
PRICE EVALUATION (80) The price points out of 80 will be allocated to the Price Tendered or evaluated price.											
<table><tr><th>Adjudication Criteria</th><th>Points</th></tr><tr><td>Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$</td><td>80</td></tr></table>				Adjudication Criteria	Points	Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80				
Adjudication Criteria	Points										
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80										
Where: P_s = Points scored for price of Bid under consideration P_t = Rand value of Bid under consideration P_{min} = Rand value of lowest acceptable Bid											
SPECIFIC GOALS (20) Specific goals for the tender and points claimed are indicated per the table below.											

Clause number	Tender Data		
	<i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i>		
	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	HDI (51% or more black ownership)	4	
	Black women (51% or more women ownership)	6	
	Black youth (51% or more youth ownership)	2	
	People with disability (20% or more disabled people ownership)	2	
	Locality (Enterprise within the Eastern Cape)	6	
	NB: SBD6.1 (Preference Points Claim Form) must be fully completed and signed by Bidders to claim above points, failure to claim points will results in non- awarding of points.		
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.		

T1.3 STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER

As published in Annex C of the CIDB Standard for Uniformity in Construction Procurement 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. Tenderers 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 fulfil his or her duties impartially;
 - ii) an individual or organization 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 organization which 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, tenderers 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 tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers 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, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers 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 F.3.11 and F.3.13 after tenderers 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

Tenderers 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** Tenderers shall submit in the first stage only technical proposals. The employer shall

invite all responsive tenderers 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 tenderers 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 may 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 may only be considered in the event that 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, services or supply 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 tenderers 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 tenderers 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, POLICIES, ETC.

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 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 tenderers 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 tenderers 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 tenderers' 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 BBBEE 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 tenderers' 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 tenderers, then advise tenderers 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 tenderers, 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 NON-DISCLOSURE

Not disclose to tenderers, 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 tenderers 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.

- 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.3.9.2 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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 tenderers 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 tenderers or might prejudice fair competition between tenderers.

T1.4 ADDITIONAL CONDITIONS OF TENDER

The Additional Conditions of Tender (ACT) are:

ACT. 1 RISK ANALYSIS

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- (a) Reasonableness of financial offer – the offer should be market-related.
- (b) Reasonableness of unit rates and prices – the offer should be market-related.
- (c) confirmation of bank rating letter, minimum code D

The conclusions drawn from this risk analysis will be used by the Bid Evaluation Committee in determining the acceptability of the tender offer.

ACT. 2 TENDERER'S DIRECT PARTICIPATION OF LOCAL LABOUR

1. Local Labour

For the purposes of this bid local labour is defined as within the demarcated local wards within the vicinity of a specific school.

The local labour should consist of the following:

- Minimum 30% of the total local labour force should consist out of the employment of women
- Minimum 30% of the total local labour force should consist out of the employment of youth (18-35 years)
- Minimum of 1 number of disabled persons, if required.

The intention is that this Contract should make maximum use of the local labour force that is presently unemployed.

To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The minimum wages for local labour shall be those prescribed by the South African Forum of Civil Engineering Contractors (SAFCEC).

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- engage one or more targeted labour in accordance with the provisions of the SANS 10845-7 in section 3 hereunder;
- accept the sanctions set out in Section 4 below, should such conditions be breached;
- complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- complete the Supporting Contract Participation Goal Calculation contained in Section 6 below;
- complete the Supporting Documentation for training in Section 7 below.

3. Variation to the targeted construction procurement specification SANS 10845-7

The variations to SANS 10845-7 are set out below. Should any requirements of the variations of the variations conflict with the requirements of SANS 10845-7 the requirements of the variations shall prevail.

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 10845-7.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0.50 \times (D - D_0) \times N_A}{(100)}$$

Where D	=	tendered Contract Participation Goal percentage
D ₀	=	the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
N _A	=	Net amount (Actual contract expenditure, excluding VAT)
P	=	Rand value of penalty payable

5. Tender Contract Participation Goal in respect of local labour

I/we hereby tender a Contract Participation Goal of0.....%

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of local labour.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

6. Supporting Contract Participation Goal (CPG) Calculation

Labour Category	Total Estimated Working Days	Estimated Rate	Total Estimated Wage Cost	Percentage Contribution
Male Local Labour				
Female Local Labour				
Youth Local Labour				
Disabled Local Labour				
Total				

Signed on behalf of the tenderer:

***Note: Forms attached as annexure A to be completed and submitted with each payment certificate in order to monitor the CPG on a monthly basis**

ACT. 3 TENDERER'S DIRECT PARTICIPATION OF LOCAL ENTREPRISES

1. Local Enterprises

For the purposes of this bid local enterprises is defined as:

- any local supplier whose business address is located within the various clusters of the Department of Education in the Eastern Cape; or
- any EME within the various clusters of the Department of Education in the Eastern Cape.

The combined input from the local supplier's and EME's shall contribute a minimum of 15% of the contract value (including material).

2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- engage one or more local enterprise in accordance with the provisions of the SANS 10845-7 as varied in section 3 hereunder;
- deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 10845-6) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy the Contract Participation Goal undertakings;
- deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy the Contract Participation Goal undertakings;
- accept the sanctions set out in Section 4 below should such conditions be breached;
- complete the Contract Participation Goal commitment form contained in Section 5 below; and
- complete the Supporting Contract Participation Goal Calculation contained in Section 6 below;
- to obtain detailed listing of local enterprises;
- Should no appropriate local enterprises be located within the various clusters of the Department of Education, then enterprises outside of the cluster boundary may be utilized following approval by the Employer's Agent.

3. Variation to the targeted construction procurement specification SANS 10845-7

The variations to SANS 10845-7 are set out below. Should any requirements of the variations conflict with the requirements of SANS 10845-7 the requirements of the variations shall prevail.

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure B of SANS 10845-7.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0.50 \times (D - D_0) \times N_A}{(100)}$$

Where D = tendered Contract Participation Goal percentage
 D_0 = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
 N_A = Net amount (Actual contract expenditure, excluding VAT)
P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of local enterprises

I/we hereby tender a Contract Participation Goal of%

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of local enterprises.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:



AMATOLA WATER

Bid Number.: AW2024/25/10

Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School

Department of Education Schools in the Eastern Cape Province (ECDoE)

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Below is the list of returnable schedules to be completed and returned with the bid.

SCHEDULE	DESCRIPTION
A	Record Of Addenda to Tender Documents
B	Compulsory Enterprise Questionnaire
C	Standard Bidding Documents
D	Certificate of Authority
E	B-BBEE Status Level Verification Certificate
F	Certificate of Authority for Signatory

SCHEDULE	DESCRIPTION
G	Construction Experience
H	Key Personnel
I	Construction Equipment
J	Proposed Subcontractors
K	Health and Safety Declaration
L	Deviations and Qualifications

T2.2 RETURNABLE SCHEDULES

The returnable schedules, forms, and certificates as listed in T2.1.2 follow:

A. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. ***(Addenda can only be issued following approval from the Employer. The Employer's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form or failure to acknowledge receipt of each Addendum issued shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 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 tender and be attached as a tender requirement.

Section 8: SBD 6.1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- 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;
- 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;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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			

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

C. STANDARD BIDDING DOCUMENTS

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

SBD

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 bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 3.7

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.

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

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

.....
Signature	Date
.....
Position	Name of bidder

SBD 6.1

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (51% or more black ownership)	4	
Black women (51% of more women ownership)	6	
Black youth (51% or more youth ownership)	2	
People with disability (20% or more disabled people ownership)	2	
Locality (Enterprise within the Eastern Cape)	6	

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:

.....

D. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM

The Tenderer must complete the relevant certificate(s) set out hereafter or must provide a certificate in the form of a resolution of the partners or directors authorizing the signatory on behalf of the enterprise(s) **and such resolution shall include a specimen signature of the signatory.**

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the quotation being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a quotation shall be rejected.

CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) COOPERATIVE	(II) SOLE PROPRIETOR	(III) CLOSE CORPORATION	(IV) PARTNERSHIP	(V) COMPANY	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) (Cooperative), Sole Owner (Sole Proprietor), Member(s) (Close Corporation), Partners (Partnership), Representative (Company) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:	'Resolution of the Members'
Close Corporation:	'Resolution of the Members'
Company:	'Resolution of the Board' signed by the chairperson
Joint Venture / Consortium:	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

F. KEY PERSONNEL

MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

DESIGNATION	NAME	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
CONSTRUCTION MANAGER (SITE AGENT).				
CONSTRUCTION SUPERVISOR (MAIN FOREMAN)				

Attach additional pages if more space is required

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Refer to H1.

Curriculum Vitae and Qualifications of key management personnel to be attached to this page.

G. CONSTRUCTION EQUIPMENT

The following are lists of major construction equipment that I / we presently own or will acquire for this contract if my / our tender is accepted.

(a) Details of major construction equipment owned by me / us:

DESCRIPTION (<i>type, size and capacity</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major construction equipment that will be acquired:

DESCRIPTION (<i>type, size and capacity</i>)	QUANTITY	HOW ACQUIRED	
		HIRE / BUY	SOURCE

Attach additional pages if more space is required

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

H. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of any or all of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAME OF SUBCONTRACTOR	CSD NUMBER	DESIGNATED GROUP AND OWNERSHIP %	B-BBEE LEVEL	NATURE OF WORK	PERCENTAGE TO BE SUBCONTRACTED

Attach additional pages if more space is required.

NB: The subcontractors listed above will not contribute to the achievements of the objectives specified in Section C3.3 Part G of this tender document.

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

I. HEALTH AND SAFETY DECLARATION

In terms of Regulation 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as 'the Regulations' hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993, as amended and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No. 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No. 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specification.
3. I propose to achieve compliance with the Regulations by one of the following:

- (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
- (b) From my own resources or still to be appointed, and trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
- (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAME OF COMPETENT PERSONS	POSITION TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

.....

(iii) List the positions to be filled by persons to be trained or hired:

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specification as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent, Construction Health and Safety Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) as a result of contravening or failing to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

J. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Bill of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

Please note: The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permissible in terms of the Conditions of Tender. Please also refer to Returnable Schedule N.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)



AMATOLA WATER

Bid Number.: AW2024/25/10

**Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)**

The Contract

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School

Department of Education Schools in the Eastern Cape Province (ECDoE)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **JBCC Principal Building Agreement** 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:

Amount 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (of person authorised to sign the tender)

Name: (of signatory in capitals).....

Capacity: (of signatory)

Name of Tenderer: (organisation)

Address:
.....

Telephone number: **E-mail:**

Witness:

Signature:

Name: (in capitals)

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

C1.1.2: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer, identified below, accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract, that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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:

Name: *(in capitals)*

Capacity:

Name of Employer: *(organisation)*

Address:

.....

...

Witness: Signature: **Name:** *(in capitals)*

Date:

C1.1.3: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer'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 agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement 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: _____

5 Subject: _____

Details: _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the

Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer: *(Name and address of organisation)*

Witness: _____

Signature: _____

Name: _____

Date: _____

FOR THE EMPLOYER:

Signature: _____

Name: _____

Capacity: _____

Employer: *(Name and address of organisation)*

Witness: _____

Signature: _____

Name: _____

Date: _____

C1.2 CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

	<p>The Conditions of Contract are the <i>JBCC Series Principal Building Agreement (Edition 6.2, May 2018)</i>, published by the Joint Building Contracts Committee Inc. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011) 315 4140, the Master Builders Association (011)205 9000, the South African Association of Consulting Engineers (011) 463 2022 or the South African Institute of Architects (011) 486 0684.</p> <p>Each item of data given below is cross-referenced to the clause in the JBCC Principal Agreement to which it mainly applies.</p>
--	---

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets.</p>
--	--

	Part 1: Contract Data completed by the Employer
5.	DOCUMENTS
<i>[5.2]</i>	JBCC Principal Building Agreement are to be included in the contract documents: Yes
<i>[5.6]</i>	Three (3) copies of the construction documents will be supplied to the contractor free of charge
	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)



6.	CONTRACTING AND OTHER PARTIES
6.1. [6.1]	Employer: Amatola Water Postal address: Amatola Water Board 6 Lanchaster Road Vincent, East London Tel: 043 707 3700 Physical address: 6 Lachaster Road, Vincent, East London
6.2 [6.2]	Principal Agent: Amatola Water Agent's service: Principal Agent Postal address: Amatola Water Board 6 Lanchaster Road Vincent, East London Tel: 043 707 3700
6.2.1	Agent (1) Agent's service: Civil Engineering Postal address: Amatola Water Board 6 Lanchaster Road Vincent, East London Tel: 043 707 3700 Fax: n/a
6.2.2	Agent (2) Agent's service: Quantity Surveying Postal address: Amatola Water Board 6 Lanchaster Road Vincent, East London Tel: 043 707 3700 Fax: n/a

[24.1]	For the works as a whole: The date of practical completion from the date that possession of the site is given to the contractor (including statutory holidays) and the penalty per calendar day: Contract Period: 4 Calendar months (excluding maximum 21 Calander days builder's holiday) Penalty: 8.5c per R100 of the Contract Value, excluding VAT per calendar day
[26.9.5]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> The contract value is to be adjusted using CPAP indices: Alternative Indices: Not Applicable

	Part 2 : Contract Data completed by the Contractor				
JBCC Clause	Data				
C1.0	SECURITIES				
[11.0]	Guarantee for construction: Select Option A or B			Select A or B	
[11.1.1]	Option A	Guarantee for construction (variable) by contractor			
[11.1.2]	Option B	Guarantee for construction (fixed) by contractor			
[11.5.1;11.10]	Guarantee for payment by employer - Not applicable				
[11.2.2; 11.3]	Advance payment, subject to a guarantee for advance payment - Not applicable				
C2.0	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	
C3.0	Payment of preliminaries				
[25.0]	Contractor's selection: Select Option A or B			Select A or B	

	<p>Where the contractor does not select an option, Option A shall apply:</p> <p>Payment methods:</p> <p><u>Option A:</u> 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</p> <p><u>Option B:</u> 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</p> <p>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</p>		
C4.0	Adjustment of preliminaries [26.9.4]		
[26.9.4]	Contractor's selection: Select Option A or B		Select A or B
	<p>Provision of particulars</p> <p>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</p> <p><u>Option A:</u> 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</p> <p><u>Option B:</u> 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</p>		
	<p>Adjustment methods</p> <p>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</p>		



	<p>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</p> <p><u>Option A :</u></p> <p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p><u>Option B :</u></p> <p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>
	<p>Failure to provide particulars within the period stated</p> <p><u>Option A :</u></p> <p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%)</p> <p>Value-related - Fifteen per cent (15%)</p> <p>Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated</p> <p><u>Option B :</u></p> <p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p> <p>Lump sum contract</p> <p>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</p>

PRO FORMA FORMS TO BE COMPLETED AFTER AWARD

C 1.3. CONSTRUCTION GUARANTEE

The **Contractor** shall have the right to choose the Construction Guarantee as stated in the Contract Data

The Construction Guarantee options are:

- i. Variable Construction Guarantee of 10% of the Contract Sum. Yes ☐ No ☐
- ii. Fixed construction guarantee and Payment Reduction Yes ☐ No ☐

A Signed letter of Intent to be submitted with the returnable document

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

The security guarantee to be provided shall not contain an expiry date.

C1.3 CONSTRUCTION GUARANTEE (PRO-FORMA)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 2 Capacity

Employer means **Amatola Water Board**

Contractor means

Principal Agent means

Works means.

Site means.

Agreement means **The JBCC Series 2000 Principal Building Agreement – edition 6.2 and Annexures**

Contract Sum means The accepted amount inclusive of tax of R.....

Amount in words.....

Guaranteed Sum means The maximum aggregate amount of R

Amount in words.....

Construction Guarantee (Insert Variable or Fixed).....

AGREEMENT DETAILS

Sections: Total sections *(No or n/a)*

Last section (No / Identification or n/a).....

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s

VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with 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 Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

GUARANTOR'S LIABILITY

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

.....

Amount in words.....

PERIOD OF LIABILITY

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections

GUARANTOR'S LIABILITY

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

.....

Amount in words.....

PERIOD OF LIABILITY

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections

GUARANTOR'S LIABILITY

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

amount of:

Amount in words.....

PERIOD OF LIABILITY

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified.

1.2 For avoidance of doubt 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 period in question.

2.0 FIXED CONSTRUCTION GUARANTEE

2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 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

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

Amount in words.....

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only final completion certificate or the last final completion certificate where there are sections, upon which this Construction Guarantee shall expire.

3.0 The Guarantor hereby acknowledges that:

3.1 Any reference in this Guarantee 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 whatsoever to create a suretyship.

3.2 Its obligation under this Guarantee is restricted to the payment of money.

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:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.

- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
- 5.1 The Agreement has been terminated due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of termination; or
- 5.2 A business rescue, provisional sequestration or liquidation OFFICE order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the OFFICE order or Practitioner's notice of termination of business rescue or rejection of business rescue plan in terms of the Companies Act.
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith
- 11.0 This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum whichever is the earlier, where after no claims

will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired

12.0 This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining an OFFICE order

13.0 Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's OFFICES Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's OFFICE of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's OFFICE

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness Witness

Guarantor's seal or stamp

**C1.4 AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

THIS AGREEMENT made between:

(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

in his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....

in his capacity as

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz. (contract No.)

..... (title)

**and has accepted a tender by the Mandatory for the construction, completion and defects
correction of such works and whereas the Employer and the Mandatory have agreed to
certain arrangements and procedures to be followed in order to ensure compliance by the
Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of
1993);**

NOW THEREFORE THIS AGREEMENT WITNESSESS AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandatories, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the

Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

At _____ for and on behalf of the **EMPLOYER**
on _____

this the _____ day of _____ 20 _____ .

SIGNATURE: _____

CAPACITY: _____

WITNESSES:

SIGNATURES: (1) _____

(2) _____

NAMES: (1) _____

(2) _____

At _____ for and on behalf of the **MANDATORY**

on this the _____ day of _____ 20 _____ .

SIGNATURE: _____

CAPACITY: _____

WITNESSES:

SIGNATURES: (1) _____

(2) _____

NAMES: (1) _____

(2) _____

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,
Mr/Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (IN CAPITALS): 1. 2.



AMATOLA WATER

Bid Number.: AW2024/25/10

**Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)**

C2 PRICING DATA

C2.1 Pricing Instructions

1. The JBCC Series 2000 Principal Building Agreement (Edition 6.2, May 2018) Conditions of Contract, the Special Conditions of Contract, the Specifications, the Model Preambles for Trades and Description of Materials and Workmanship to All Trades and the Drawings shall be read in conjunction with the Bills of Quantities.
- 2 The Bills of Quantities comprise items covering the Contractor's profit and costs of general liabilities and of the construction of all Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bills of Quantities, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bills of Quantities.

- 3 Descriptions in the Bills of Quantities may differ from those in the Standardized and Project Specifications. The descriptions and specifications in the Bills of Quantities will however take preference over these specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Except for SANS 1200 A and 1200 AB all measurement and payment clauses (clause 8) of the standard specifications are deleted. The Bills of Quantities have been drawn up generally in accordance with the latest issue of Standard System of Measuring Building Work ³. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bills of Quantities or, when relevant, to the Standard System of Measuring Building Work, the requirement of the Standard System of Measuring Building Work shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bills of Quantities shall be the fully inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bills of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bills of Quantities.

The standard system of measurement of building work published by the Association of South African Quantity Surveyors.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bills of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bills of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bills of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standard System of Measuring Builders Work
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Item or Sum	:	An amount tendered for an item or sum, the extent of which is described in the Bills of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bills of Quantities are metric units. The following abbreviations may appear in the Bills of Quantities:

Item	=	1 off
No	=	Units measured in number
mm	=	millimetre

m	=	metre
km	=	kilometre
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10 The Tenderer shall enter extended totals for each summary page and final summary in the Bills of Quantities in black ink.
- 11 These Bills of Quantities contain pages numbered consecutively in each Bill as indicated in the Index. Before the Contractor submits his Tender he should check the number of pages in every Bill and if any are found missing or duplicated, or the figures or writing indistinct, or the Bills of Quantities contain any obvious errors, he should apply to the Engineer at once and have same rectified, as no liability whatsoever will be admitted by the Engineer in the respect of errors in the Tender due to the foregoing.
- 12 No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognized but the original wording of the Bills of Quantities will be adhered to.
- 13 Quantities where indicated as provisional are measured provisional and are subject to re-measure on completion of the project.
- 14 The totals (Value Added Tax excluded) on the final summaries are to be transferred to the Final Summary of the Provisional Bills of Quantities in Volume 2 for inclusion in the Total Tender Sum.
- 15 Completed Bills of Quantities for all trades clearly filled in, legible and in permanent ink are to be submitted with the tender offer.

C2.2 BILL OF QUANTITIES

SECTION NO. 1

PRELIMINARIES



SECTION NO. 1
PRELIMINARIES

SECTION NO. 1 : PRELIMINARIES

BILL NO.1 : PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

PRELIMINARIES

The JBCC Preliminaries, May 2018 edition for use with the JBCC Principal Building Agreement Edition 6.2, May 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

INTERPRETATION

A1 DEFINITIONS AND INTERPRETATION Clause 1.0

Clause 1.0 is amended by the following:

1. The definition of a direct contractor is amended to read : A party appointed directly by the employer to do specialist work on site irrespective of any date of completion.

2. The definition of practical completion is amplified by the addition of the following after the words "purposes intended": and without derogating from the generality of the foregoing, the works and sections thereof shall not be considered to be substantially complete or be capable of being effectively used for the purposes intended, and shall accordingly not be considered to have reached a state of practical completion, if any of the specific requirements listed in Clause 19.3 as amended, have not been met

Clause 1.0 is amended by the addition of the following:

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		Amount
<p>1.9. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended by Section A of these Bills of Quantities shall prevail over all other contract documents. As between the JBCC Principal Building Agreement and Section A of these bills of quantities, Section A of these bills of quantities shall prevail</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><u>A2 LAW, REGULATIONS AND NOTICES</u></p> <p>Clause 2.0</p> <p>Clause 2.0 is amended by the addition of the following:</p> <p>2.4. The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the contractor hereby:</p> <p>2.4.1 accepts that the employer will appoint him as the Principal Contractor (as defined and provided for under the Construction Regulations 2003 (as amended) promulgated under the Occupational Health & Safety Act 85 of 1993 (as amended), (the Construction Regulations) for the site;</p> <p>2.4.2 acknowledges and confirms that the contract sum includes a sufficient amount for proper compliance with the employer's Health and Safety Specification, the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this agreement and generally for the proper maintenance of health and safety in and about the execution of works; and</p> <p>2.4.3 undertakes in and about the execution of the works, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the agreement and shall ensure that all subcontractors, employees and others under the contractor's direction and control, likewise observe and comply with the foregoing</p> <p><u>A3 OFFER AND ACCEPTANCE</u></p> <p>Clause 3.0</p> <p>1 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>A4 CESSION AND ASSIGNMENT</u></p> <p>Clause 4.0</p> <p>2 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>A5 DOCUMENTS</u></p> <p>3 Clause 5.0</p> <p>F: _____ V: _____ T: _____</p> <p>4 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p>		
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5	<u>A6 EMPLOYER'S AGENT</u> Clause 6.0 Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
6	<u>A7 DESIGN RESPONSIBILITY</u> Clause 7.0 Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>INSURANCES AND SECURITIES</u>		
<u>A8 WORKS RISK</u> Clause 8.0 Fixed:_____ Value related:_____ Time related:_____		
<u>A9 INDEMNITIES</u> Clause 9.0		
<u>A10 INSURANCES</u> Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.5 Damage to the Works (a) Without in any way limiting the contractors obligations in terms of the contract, 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. (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works. (c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof. 10.6 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable.		
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<p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable 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, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable.</p> <p>(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p> <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.</p> <p>10.7 High risk insurance</p> <p>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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works 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.</p> <p>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.</p> <p>10.7.2 Injury to persons or loss of or damage to property</p>	
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>	<p>Carried To Section Summary</p> <p>R</p>
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<p>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.</p> <p>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 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.</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so.</p> <p>10.7.4 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 10.7.1; 10.7.2 and 10.7.3. 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 .</p> <p><u>A11 SECURITIES</u></p> <p>Clause 11.0</p> <p><u>EXECUTION</u></p> <p><u>A12 OBLIGATIONS OF THE PARTIES</u></p> <p>Clause 12.0</p> <p><u>A13 SETTING OUT</u></p> <p>Clause 13.0</p> <p>The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.</p> <p><u>A14 NOMINATED SUBCONTRACTORS</u></p> <p>Clause 14.0</p> <p><u>A15 SELECTED SUBCONTRACTORS</u></p> <p>Clause 15.0</p> <p><u>A16 DIRECT SUBCONTRACTORS</u></p> <p>Clause 16.0</p>	
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<u>A17 CONTRACT INSTRUCTIONS</u>		
Clause 17.0		
<u>COMPLETION</u>		
<u>A18 (INTERIM COMPLETION = N/S SUBCONTRACT AGREEMENT)</u>		
Clause 18.0		
7	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>A19 PRACTICAL COMPLETION</u>		
Clause 19.0		
8	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>A20 COMPLETION IN SECTIONS</u>		
Clause 20.0		
9	Fixed:_____ Value related:_____ Time related:_____	N/A
	F: _____ V: _____ T: _____	
<u>A21 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION</u>		
Clause 21.0		
10	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>A22 LATENT DEFECTS LIABILITY PERIOD</u>		
Clause 22.0		
	F: _____ V: _____ T: _____	
11	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>A23 REVISION OF THE DATE FOR PRACTICAL COMPLETION</u>		
Clause 23.0		
13	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>A24 PENALTY FOR LATE OR NON-COMPLETION</u>		
Clause 24.0		
14	Fixed:_____ Value related:_____ Time related:_____	Item
	F: _____ V: _____ T: _____	
<u>PAYMENT</u>		
<u>A25.0 PAYMENT</u>		
<u>Clause 25.0 Interim payment</u>		
Clause 25.2 is amended by the addition of the following to the end thereof:		
Such information should be issued by the contractor not later than the 25th day of the month		
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		Amount
15	<p>Clause 25.6 shall be deleted and replaced with the following: Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>A26 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</u></p> <p>Clause 26.0</p> <p>The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 23.1.3)</p>	Item
16	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>A27 RECOVERY OF EXPENSE AND/ OR LOSS</u></p> <p>Clause 27.0</p>	Item
17	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>SUSPENSION AND TERMINATION</u></p> <p><u>A28 SUSPENSION BY THE CONTRACTOR</u></p> <p>Clause 28.0</p>	Item
18	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>A29 TERMINATION</u></p> <p>Clause 29.0</p>	Item
19	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p>Clause 29.0</p> <p><u>DISPUTE RESOLUTION</u></p> <p><u>A30 DISPUTE RESOLUTION</u></p> <p>Clause 30.0</p>	Item
20	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><u>AGREEMENT</u></p> <p>The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties</p>	Item
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<u>SECTION B: JBCC PRELIMINARIES</u>		
<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
<u>B1.1 Definitions and interpretation</u>		
See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.		
21	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B2.0 DOCUMENTS</u>		
<u>B2.1 Checking of documents</u>		
22	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B3.0 THE SITE</u>		
<u>B3.1 Defined works area</u>		
23	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B4.0 MANAGEMENT OF CONTRACT</u>		
<u>B4.1 Management of the works</u>		
24	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>		
<u>B5.1 Samples of materials</u>		
25	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B6.0 TEMPORARY WORKS AND PLANT</u>		
<u>B6.1 Deposits and fees</u>		
26	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
<u>B7.0 TEMPORARY SERVICES</u>		
<u>B7.1 Location</u>		
The contractor shall agree the location of all temporary services with the principal agent before installation and on completion remove the same and make good.		
Clause 7.1 - Water		
27	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
Clause 7.2 - Electricity		
28	Fixed: _____ Value related: _____ Time related: _____ F: _____ V: _____ T: _____	Item
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39	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ Clause 11.4 - Disturbance	Item	
40	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ Clause 11.5 - Environmental disturbance	Item	
41	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ Clause 11.6 - Works cleaning and clearing In addition to his general obligations in terms of this clause, the contractor shall ensure that the tarred roads, pavements, etc leading to and around the site as well as all access areas within the site are to be cleaned on a regular basis. Any damage that may occur to this tarred roadway is to be made good by the contractor at his own expense. In no way shall the work on the site be the cause of any hindrance or inconvenience to pedestrians or traffic.	Item	
42	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ Clause 11.7 - Vermin	Item	
43	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ Clause 11.8 - Overhand work	Item	
44	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____ <u>B12. SCHEDULE OF VARIABLES</u> <u>B12.1 Pre-tender information</u>	Item	
45	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item	
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		Amount
<u>12.1 PRE TENDER INFORMATION</u>		
<u>12.1.1 Provisional Bills of Quantities</u>		
<u>[2.2] The quantities are provisional: Yes</u>		
<u>12.1.2 Availability of construction documentation</u>		
<u>[2.3] Construction of documentation is complete: Yes</u>		
<u>12.1.3 Interest of agents</u>		
<u>[2.4] Details: None</u>		
<u>12.1.4 Defined works area</u>		
<u>[3.1] Details: Yes. See C3.1 Scope of Works and C4 Site information</u>		
<u>12.1.5 Geotechnical investigation</u>		
<u>[3.2] Details: See C5</u>		
46	12.1.6 Existing premises occupied	
	F: V: T:	
47	[3.4] Specific requirements: N/A	
	F: V: T:	
48	12.1.7 Previous work - dimensional accuracy	
	F: V: T:	
49	[3.5] Details: N/A	
	F: V: T:	
50	12.1.8 Previous work - defects	
	F: V: T:	
51	[3.6] Details: N/A	
	F: V: T:	
52	12.1.9 Services - known	
	F: V: T:	
53	[3.7] Details: N/A	
	F: V: T:	
54	12.1.10 Protection of trees	
	F: V: T:	
55	[3.9] Specific requirements: No	
	F: V: T:	
<u>12.1.11 Inspection of adjoining properties</u>		
<u>[3.11] Specific requirements: None</u>		
12.1.12 Enclosure of the works		
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<p>[6.2] Specific requirements: Yes. See C3 Scope of Works and C4 Site information . Contractors Yard and areas required by the Contractor for storage, site establishment, Principal Agents office etc are to be temporarily fenced off with 1800mm high "Bonnox" fence covered with shade cloth to prevent people entering the works area. Fence to be removed after completion and holes filled in. This temporary fencing has not been measured and the Contractor must price for it in the preliminaries. The contractor must also allow in his price for clearing this site of vegetable matter, shrubs, small trees, etc to make way for his sheds, offices, plant etc. The contractor shall be responsible for keeping such areas in a clean, sanitary and orderly condition. The containers shall be removed by the contractor and the area made good at the completion of the contract.</p> <p>12.1.13 Offices</p> <p>[6.4.3] Specific requirements: The contractor shall provide, maintain and remove, on completion, the following accommodation.</p> <p>a) Meeting Room The room is to be adequately sized and equipped with a sound working table and chairs to accommodate at least thirty (20) people for site meetings.</p> <p>The room is to be well vented and fitted with one large white boards with markers and erasers and one large pin board with pins.</p> <p>b) Generally</p> <p>The access and the areas around the offices and toilets shall be surfaced with clean crushed stone. Furthermore, an adequate level parking area shall be provided also surfaced with clean crushed stone. Both areas shall be well drained, kept free of mud and maintained throughout the contract period.</p> <p>12.1.14 Main notice board</p> <p>[6.5] Specific requirements: N/A</p> <p>12.1.15 Subcontractors' notice board</p> <p>[6.6] Specific requirements: N/A</p> <p>12.1.16 Water</p> <p>[7.2] Option A (by contractor) No, Option B (by employer - free of charge) No, Option C (by employer - metered) Yes</p> <p>12.1.17 Electricity</p> <p>[7.3] Option A (by contractor) No, Option B (by employer - free of charge) No, Option C (by employer - metered) Yes</p> <p>12.1.18 Telecommunications</p> <p>[7.4] Telephone Yes Facsimile Yes E-mail Yes</p> <p>12.1.19 Ablution facilities</p> <p>[7.5] Option A (by contractor) Yes, Option B (by employer) No</p> <p>12.1.20 Protection of existing/sectionally occupied works</p> <p>[11.2] Protection is required: No</p> <p>12.1.21 Special attendance</p>		
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56	<p>[9.2] Subcontractor (1) details: None Subcontractor (2) details: None Subcontractor (3) details: None Subcontractor (4) details: None</p> <p>12.1.22 Protection of works</p> <p>[11.1] Specific requirements: None</p> <p><u>12.1.23 Disturbance</u></p> <p>[11.5] Specific requirements: N/A</p> <p>12.1.24 Environmental disturbance</p> <p>[11.6] Specific requirements: None</p> <p>[11.5] Specific requirements: N/A</p> <p><u>12.2 POST-TENDER INFORMATION</u></p> <p>12.2.1 Payment of preliminaries</p> <p>[10.2] Option A (pro-rated) No Option B (calculates) Yes</p> <p>12.2.2 Adjustment of preliminaries</p> <p><u>(10.3) Option A (three categories) Yes/No Option B (detailed breakdown) Yes/No</u></p> <p>12.2.3 Additional agreed preliminaries items</p> <p>SECTION C: SPECIFIC PRELIMINARIES</p> <p>Section C: Specific Preliminaries: F: V: T:</p> <p>SECTION C: SPECIFIC PRELIMINARIES</p>	
	<p>57 Section C: Specific Preliminaries: F: V: T:</p> <p><u>C1. Site instructions:</u></p> <p>58 Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the Contractor F: V: T:</p> <p>59 C2. Overtime: F: V: T:</p> <p>60 Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F: V: T:</p> <p>C3. Warranties for material and workmanship:</p>	<p>Item</p> <p>Item</p>
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61	Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor F: V: T: <u>C4. Co-operation of Contractor for cost management:</u>	Item
62	It is specifically agreed that the Contractor accepts the obligation of assisting the Principal Agent in implementing proper cost management. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The Principal Agent undertakes to make available to the Contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the Contractor shall attend all cost plan review and cost management meetings. The Contractor undertakes to extend these procedures, as necessary, to all subcontractors F: V: T: C5. Propping of floors:	Item
63	The Contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the Principal Agent and the cost thereof shall be borne by the Contractor F: V: T: <u>C6. Testing windows for watertightness:</u>	Item
64	Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the Principal Agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means F: V: T: <u>C7. Testing flat roofs for watertightness:</u>	Item
65	Flat roof waterproof areas shall be flooded with water and kept 'ponded' to the approval of the Principal Agent for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F: V: T:	Item
Carried To Section Summary		R
Section No. 1		
Bill No. 1		
Preliminaries		



		Amount	
66	<u>C8. Ingress of water:</u>		
	It is the Contractors responsibility to prevent ingress of water into the buildings whilst all work is being completed, and damage arising out of the above will be made good at the Contractors expense. F: V: T:	Item	
67	<u>C9. Contract drawings:</u>		
	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall , before submitting his tender, obtain clarification in writing from the Principal Agent F: V: T:	Item	
68	<u>C10. Trade names:</u>		
	Wherever a trade name for any product has been described in the Bills of Quantities / Lump Sum Document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for. F: V: T:	Item	
69	<u>C10.3: POSTERS, BOOKLETS, VIDEOS, ETC</u>		
	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	
	<u>C10.4: ACCESS TO CONDOMS</u>		
	Provision and maintaining 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		
	<u>C10.5 MONITORING</u>		
	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		
Section No. 1		Carried To Section Summary	R
Bill No. 1			
Preliminaries			
16			



		Amount
70	<p><u>C11. Imported materials and equipment:</u></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer). Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).</p> <p>F: V: T:</p>	Item
	<p><u>C12. SMME'S:</u></p> <p>The principal contractor shall comply with all the requirement of mandatory subcontracting of SMMEs for a minimum of 30% of their contract value (Including VAT) as stipulated under the SMME subcontracting requirements. The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide, and assist each SMMEs in all aspects of management, execution and completion of his/her subcontract. This shall typically include the on-site productivity planning and management of materials, cost management, contract management, Health and Safety management, quality management, communication management and close-out documentation. Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>F: V: T:</p>	N/A
	<p><u>C13 OCCUPATIONAL HEALTH AND SAFETY ACT</u></p> <p><u>The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</u></p> <p>The Contractors attention is drawn to the Project Health and Safety Specification included in Construction Environmental Management Plan</p>	
	<p>Section No. 1 Bill No. 1 Preliminaries</p>	R
Carried To Section Summary		
17		



		Amount
72	<p>The Construction Environmental Management Plan (CEMP) incorporates specifications derived from recommendations in the SEA, ELIDZ Rezoning Environmental Impact Assessment (EIA) and comments Report. Department of Economic Affairs, Environment and Tourism's Conditions of Approval for the rezoning EIA, together with specifications for good "environmental practice" for construction work.</p> <p>F: V: T:</p>	N/A
73	<p>Fixed: Value related: Time related:</p> <p>F: V: T:</p> <p><u>SOCIAL AND ECONOMIC DELIVERABLES IN CONSTRUCTION WORKS CONTRACTS</u></p> <p><u>C12.1 UTILIZE LOCAL RESOURCES</u></p> <p>Utilize local resources as described.</p>	N/A
74	<p>F: V: T:</p> <p>F: V: T:</p> <p><u>C12.2 PROVIDE EXPERIENTIAL WORK OPPORTUNITIES TOWARDS A TECHNICAL QUALIFICATION FOR DESIGNATED PERSONS</u></p> <p>Provide experiential work opportunities towards a technical qualification for designated persons</p>	Item
75	<p>F: V: T:</p> <p>F: V: T:</p> <p><u>C12.3 PROVIDE EXPERIENTIAL WORK OPPORTUNITIES AND TRAINING TOWARDS TRADE COMPETENCIES FOR DESIGNATED PERSONS</u></p> <p>Provide experiential work opportunities and training towards trade competencies for designated persons</p>	Item
76	<p>F: V: T:</p> <p>F: V: T:</p> <p><u>BILL NO.2 : OCCUPATIONAL HEALTH AND SAFETY</u></p> <p><u>OCCUPATIONAL HEALTH AND SAFETY ACT</u></p> <p><u>Occupational Health and Safety Act and Construction Regulations</u></p> <p>The contractor shall comply with the requirements set out in the Construction Regulations, 2003 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.</p>	Item
Carried To Section Summary		R
Section No. 1		
Bill No. 1		
Preliminaries		



		Amount	
	<p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A3.10 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>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.</p>		
77	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	
	F: V: T:		
78	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Item	
	F: V: T:		
	<u>Health and Safety Plan</u>		
79	Preparation of the Contractor's site specific Health and safety Plan	Lump Sum	
	F: V: T:		
80	Submission of a Health and Safety File	Lump Sum	
	F: V: T:		
	<u>Provision of Personal Protective Equipment (PPE)</u>		
81	Reflective Vests, Hard hats, Protective foot wear, Earplugs, Dust masks, Gloves, High visibility overalls to SARTSM Chapter 13 Level 3, Ear Defenders SABS approved, etc. For the duration of the contract.	Lump Sum	
	F: V: T:		
	<u>Health and Safety Officer</u>		
82	Provision of a full time Construction Health and Safety Officer (1 officer x4 months)	Item	
	F: V: T:		
	<u>Medical Certificates and Medical Surveillance</u>		
83	Initial (baseline) medical examinations	Lump Sum	
	F: V: T:		
	Carried To Section Summary	R	
	Section No. 1		
	Bill No. 1		
	Preliminaries		



			Amount
84	Periodic and exit examinations	Lump Sum	
	F: V: T:		
85	Profit on above items	%	
	F: V: T:		
86	Attendance on ditto	%	
	F: V: T:		
	<u>Training</u>		
87	Induction training	Lump Sum	
	F: V: T:		
	<u>First Aid Boxes to GSR requirements</u>		
88	Provision of First Aid Boxes to GSR requirements	Item	
	F: V: T:		
	<u>Noise monitoring</u>		
89	Establishment of noise zones (plant)	Item	
	F: V: T:		
90	Audiograms (personnel)	Item	
	F: V: T:		
91	Establishment of noise zones (plant)	Item	
	F: V: T:		
Carried To Section Summary			R
Section No. 1			
Bill No. 1			
Preliminaries			
20			

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SECTION NO. 2
SITE WORKS (PROVISIONAL)



		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>SITE WORKS (PROVISIONAL)</u>					
<u>BILL NO. 2</u>					
<u>EARTHWORKS</u>					
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>					
<u>SITE CLEARANCE</u>					
<u>Site clearance</u>					
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m ²	180		
<u>Excavation in earth not exceeding 2m deep:</u>					
2	Holes.	m ³	54		
<u>Extra over bulk excavation in earth for excavation in:</u>					
3	Soft rock.	m ³	5		
4	Hard rock.	m ³	3		
<u>Extra over all excavations for carting away:</u>					
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor.	m ³	54		
<u>Keeping excavations free of water:</u>					
6	Keeping excavations free of all water other than subterranean water.	Item			
<u>FILLING, ETC</u>					
<u>Filling of natural gravel material (G5) supplied by the contractor, compacted to 98% Mod AASHTO density</u>					
7	Under floors, steps, pavings, etc	m ³	27		
<u>Coarse river sand filling supplied by the Contractor:</u>					
8	Under floors etc.	m ²	180		
<u>Prescribed density tests on filling:</u>					
9	Modified AASHTO Density test.	Sets	4		
<u>SOIL POISONING</u>					
<u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u>					
10	Under floors, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming.	m ²	205		
Carried To Section Summary				R	
Section No. 2					
Bill No. 2					
Earthworks					



	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>SITE WORKS (PROVISIONAL)</u>				
<u>BILL NO. 3</u>				
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
<u>15 MPa/19mm Concrete:</u>				
1 Concrete blinding.	m ³	9		
<u>30 MPa/19mm Concrete:</u>				
2 Surface beds cast on waterproofing on panels.	m ³	9		
<u>TEST BLOCKS</u>				
<u>Test blocks:</u>				
3 Making and testing set of three 150 x 150 x 150mm concrete strength test cubes (Provisional).	Sets	6		
<u>FINISHING TOP SURFACE OF CONCRETE</u>				
<u>Finishing top surfaces of concrete smooth with a wood float:</u>				
4 Surface beds, slabs, etc.	m ²	180		
<u>ROUGH FORMWORK (DEGREE OF ACCURACY III) (CPAP Work Group No 111)</u>				
<u>Rough Formwork to Sides:</u>				
5 Rectangular columns in foundations (Provisional).	m ²	8		
<u>REINFORCEMENT (PROVISIONAL) (CPAP Work Group No 114)</u>				
<u>Fabric reinforcement:</u>				
6 Type Ref. #617 fabric reinforcement in concrete surface beds, retaining walls, etc.	m ²	180		
<u>MOVEMENT JOINTS ETC</u>				
<u>Expansion joints with 10mm softboard (bitumen impregnated softboard?) (closed cell expanded polyethylene?) between vertical concrete and brick surfaces</u>				
7 Not exceeding 300mm high to edges of surface beds	m	10		
Carried To Section Summary			R	
Section No. 2				
Bill No. 3				
Concrete, Formwork And Reinforcement				



Mount Arthur Girls High School
EMIS No.: 200601142
P-Number: P9005829

R



		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>SITE WORKS (PROVISIONAL)</u>					
<u>BILL NO. 5</u>					
<u>EXTERNAL WORKS</u>					
<u>RAINWATER HARVESTING (WATER TANKS & TANK STANDS)</u>					
<u>Excavations in pickable material not exceeding 2m deep below natural or reduced ground level:</u>					
1	Excavate in earth for surface trenches not exceeding 2m deep. (Labour Intensive).	m ³	1		
<u>Risk of collapse:</u>					
2	Allow for risk of collapse not exceeding 1.5m	m ²	8		
<u>Keeping excavation free from water:</u>					
3	Keeping excavations free from water or mud.	Item			
<u>Filling:</u>					
4	G6 Natural gravel material subbase in accordance with SANS 1200 M TABLE 7 imported by the contractor in layers not exceeding 150 mm, with a CBR less than 15 and a maximum particle size of 100 mm, compacted to 96% Modified AASHTO density at optimum moisture content.	m ³	1		
<u>25 Mpa/19mm Reinforced Concrete:</u>					
5	Strip footings.	m ³	1		
6	Surface beds.	m ³	0.40		
<u>Fabric reinforcement</u>					
7	Type 245 fabric reinforcement in concrete surface beds etc.	m ²	4		
<u>Concrete Sundries:</u>					
8	2mm Self levelling screed on and including 38mm thick screed on concrete surface beds.	m ²	4		
<u>The following in Stock Bricks in (5:1) Cement Mortar</u>					
9	One brick wall.	m ²	4		
<u>Facings Externally</u>					
<u>Red textured semi - facebrick pointed with square recessed horizontal and vertical joints</u>					
10	Extra over ordinary brickwork for facing in stretcher bond and pointing as described.	m ²	4		
Carried to Collection				R	
Section No. 2					
Bill No. 5					
External Works					



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SECTION NO. 3
CONTROL ROOM



		Unit	Quantity	Rate	Amount
<u>SECTION NO. 3</u>					
<u>CONTROL ROOM</u>					
<u>BILL NO. 1</u>					
<u>Rogue Trade 1</u>					
<u>PREFABRICATED STRUCTURES</u>					
<u>Control Rooms</u>					
1	Prefabricated modular office structure to dimensions complete as per Drawing No. NDPW-OFF-OPT02, or similar approved. Prefabricated structure should meet the following wall panel specifications: 1.160mm (w) x 2.4mm (h), 40mm thickness 0.42-0.47mm Chromadek with polyurethane core, 36kg/m ³ density, 32db acoustic properties, R=1.82m ² K/w thermal properties	No	2		
Carried to Final Summary					R
Section No. 3					
Bill No. 1					
Rogue Trade 1					

SECTION NO. 4
PROVISIONAL AMOUNTS



		Amount	
<u>SECTION NO. 4</u>			
<u>PROVISIONAL AMOUNTS</u>			
<u>PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS</u>			
<u>ELECTRICAL, ELECTRONIC AND MECHANICAL INSTALLATIONS</u>			
<u>General electrical installation</u>			
1	Provide the sum of R100 000.00 for Electrical Connection	Item	100 000 00
2	Profit	Item	
3	Attendance	Item	
<u>Plumbing and drainage</u>			
4	Provide the sum of R 50 000.00 (FIFTY THOUSAND RANDS) for plumbing and drainage	Item	50 000 00
5	Profit	Item	
6	Attendance	Item	
<u>SCIENTIFIC APPARATUS AND APPLIANCES</u>			
7	Provide the sum of R50 000.00 for Scientific Apparatus and Appliances	Item	50 000 00
8	Profit	Item	
9	Attendance	Item	
<u>THE FOLLOWING BUDGETARY ALLOWANCES ARE FOR WORK TO BE EXECUTED BY SERVICE PROVIDERS ON BEHALF OF AW.</u>			
10	Provide the sum of R160,000.00 (ONE HUNDRED AND SIXTY THOUSAND RANDS) for services of the Occupational Health and Safety Agent to be employed by the contractor on behalf of AW.	Item	160 000 00
11	Provide the sum of R160,000.00 (ONE HUNDRED AND SIXTY THOUSAND RANDS) for services of the Social Facilitation Agent to be employed by the contractor on behalf of AW.	Item	160 000 00
Carried To Section Summary		R	
Section No. 4			
Bill No. 2			
Provisional Sums			

SECTION NO. 5

SOCIO - ECONOMIC DELIVERABLES



		Amount	
<u>SECTION NO. 5</u>			
<u>SOCIO - ECONOMIC DELIVERABLES</u>			
<u>BUDGETARY ALLOWANCES</u>			
1	Provide the amount of R40 000.00 (Forty Thousand Rands) for the appointment of Community Liason Officer to be co-ordinated. (R8 500.00 per 4months)	Item	40 000 00
2	Provide the amount of R4 200.00 (Four Thousand Two Hundred Rands) for the Project Steering Committee to be co-ordinated. (3 PSC x R350.00 per 4months)	Item	4 200 00
Carried to Final Summary		R	
Section No. 5			
Bill No. 1			
Provisional Sums			

FINAL SUMMARY

		Amount	
Section No.		Page	
1	PRELIMINARIES	21	
2	SITE WORKS (PROVISIONAL)	29	
3	CONTROL ROOM	31	
4	PROVISIONAL AMOUNTS	34	
5	SOCIO - ECONOMIC DELIVERABLES	36	
	ADD: CONTINGENCIES		
	Allow the Amount of R150,000 (ONE HUNDRED AND FIFTY THOUSAND RANDS) for contingencies, to be used by the Principal Agent in terms of Clause 17 of the Principal Building Agreement.		150 000 00
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender	R	
	FINAL SUMMARY		



AMATOLA WATER

Bid Number.: AW2024/25/10

Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School
Department of Education Schools in the Eastern Cape Province (ECDoE)

C 3 SCOPE OF WORK

STATUS

In the event of any discrepancy between the Scope of Work and any part of the Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

C 3.1 DESCRIPTION OF WORKS

ABBREVIATIONS

AW	Amatola Water
DPW	Department of Public Works
DEDEAT	Department of Economic Development, Environmental Affairs and Tourism
ECDoE	Eastern Cape Department of Education

EMPLOYERS OBJECTIVES

The Employer seeks to provide water and sanitation services to Mount Arthur Girls High School and Freemantle Agricultural High School, provision of the control rooms shall ensure that the resources allocated to water and sanitation operations have decent working space for operational efficiency.

OVERVIEW OF THE WORKS

The following includes the scope of works that the contractor will be required to execute on instruction by AW Representative:

- Earthworks including excavations and backfilling.
- Concrete slab
- A control room is to be supplied and erected
- Pipework connecting the control room to the water and sanitation reticulation network
- Connection to electricity network

- Miscellaneous works

LOCATION OF THE WORKS

The works on this contract will be executed in Freemantle Agricultural High School and Mount Arthur Girls High School in Lady Frere, Chris Hani District.

TEMPORARY WORKS

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

General

The Tenderer will execute the required services in a professional manner, complying with the appropriate designs and specifications. They will comply with all relevant legislation pertaining to the build environment in general.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Refer to Clauses C.3.11.1 of the Tender Data and Form T2.1: Form SBD 6.1: Specific Goals will be used as the preference mechanism in accordance with Preferential Procurement Regulations of 2022.

C3.3.1.2 Resources Standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses C3.11 of the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

It is the Employer's intention for the Contractor to enter in a subcontract with a local Emerging Enterprise/s, where zero (0%) of the work shall be subcontracted.

C3.3.2.2 Preferred subcontractors / suppliers

Local Emerging Enterprises registered on the Amatola Water Database and CSD.

C3.3.2.3 Subcontracting procedures

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

For local Emerging Enterprises Subcontractors, as stated above, the following shall apply:

The Employer shall provide a list of local EE's, in the required contractor grading designation, for the Contractor to select a suitable EE's to tender and subcontract with. The Contractor shall evaluate the list and shall select EE's to enter into subcontract/s.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

C3.3.2.4 Attendance on subcontractors

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehends the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil engineering infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

C3.3.3 SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal outcomes was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,50 \times (D - D_o) \times N_A}{(100)}$$

Where D = tendered Contractor participation goal percentage.

D_o = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount of the Tender

P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

C3.3.4 MONITORING / REPORTING

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

- C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.
- C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:
 - a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
 - b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;
- C3.3.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.
- C3.3.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer, and shall notify the Contractor of this amount.
- C3.3.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping


purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

C3.7 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION for PRINCIPAL CONTRACTORS AND CONTRACTORS

The Occupational Health and Safety Act, Number 85 of 1993, under Construction Regulations 2014 requires the development of the health and safety specification to be prepared by the client for the construction work project.

Following is the "Health and Safety Specification" prepared for the principal contractor to conduct construction, see details below:-

Project Name	Supply, build foundation slab and prefab control room unit (Control room, Lab, Kitchen, Ablution, and storage) at Mount Arthur Girls High School and Freemantle Agricultural School Department of Education Schools in the Eastern Cape Province (ECDoE)
The Client	
Health & Safety Specification prepared by (On behalf of Client)	
Principal Contractor	

ACCEPTANCE OF THE H&S SPECIFICATION BY THE PRINCIPAL CONTRACTOR (PC)

Principal Contractor	
Principal Contractor's representative (Name)	
Signature	

Section	Title
1	Introduction
2	Purpose
3	Application
4	Definitions
5	Compliance
6	Site rules for contractors
6.1	Rules of conduct
7	Responsibilities of Contractors for construction work
7.1	Notification of construction work
7.2	Duties of Principal Contractors
7.3	Contractor's responsibilities, including Sub-Contractors
7.4	Legal appointments
8	Documentation and procedures
9	Application of COIDA and OHSA to construction work
9.1	Compensation for Occupational Injuries and Diseases Act
9.2	Occupational health and safety policy
9.3	Health and Safety Training and competency
9.4	Hazards and Potentially Hazardous Situations
9.5	Health and Safety Reps
9.6	Health and Safety Committee
9.7	General Documents / Record Keeping
9.8	Incident management and emergency plans
9.9	Contractors and Suppliers
9.10	PPE, Intoxication, Signage, Access Control
9.12	Portable Electrical Equipment
9.15	Environmental Rules
9.16	Monitoring and Review
10	Application of the Construction Regulations, 2014
10.1	Risk assessment for construction work (CR 9)
10.2	Fall protection (CR 10)
10.3	Structures (CR 11)
10.4	Excavation (CR 13)
10.5	Construction vehicles and mobile plant (CR 23)
10.6	Use and temporary storage of flammable liquids on construction sites (CR 25)
10.7	Housekeeping and general safeguarding on construction sites (CR 27)
10.8	Stacking and storage on construction sites (CR 28)
10.9	Fire precautions on construction sites (CR 29)
10.10	Construction employee's facilities (CR 30)
11	Site-Specific and Design Risks
11.1	Hazard Identification & Risk Assessment Methodology
11.1.1	Baseline Risk Assessment
11.1.2	Task Risk Assessment
12	Cost schedule

1. Introduction

This Health and Safety Specification has been prepared in terms of the Client's responsibility [Construction Regulation 5 (1) (b)] to provide the Principal Contractor and Contractors with a documented Specification of all Health and Safety requirements pertaining to the associated works on the proposed construction site/s, so as to ensure the Health and Safety of all persons affected by the construction activities. This Health and Safety Specification highlights, but in no way replaces, the legal requirements that the Principal Contractor and Contractors are bound to comply with in terms of the contract.

- The client has made provisions in the tender for the Principal Contractor to price for the **cost of Health and Safety Measures** before and during the construction process [Construction Regulation 5 (1)(g)]. The Principal Contractor, in turn, needs to make the same provision when Contractors (Sub-contractors) tender or quote on work [Construction Regulation 7 (1) (c) (ii)].
- The Principal Contractor and Contractors are required to prepare a Health and Safety Plan based on the Client's Health and Safety Specification including other legal requirements applicable to their business, which shall be applicable from the date of commencement of and for the duration of the work [Construction Regulation 7 (1)(a)]. This documented plan must be based on a Hazard Identification and Risk Assessment (HIRA) which will serve to identify the hazards, and their associated risks, anticipated for the scope of works [Construction Regulation 9].

Principal Contractors tendering must provide the Client with an appropriate Preliminary Health and Safety Plan (including a Preliminary Hazard Identification and Risk Assessment) as in Construction Regulation 7 and 9. This Plan must be submitted with the tender.

2. Purpose

The purpose of the Health & Safety Specification is to provide the Principal Contractor and Contractor's tendering for the proposed construction work, and/or appointed for the above mentioned construction work with the necessary detail of all the health and safety requirements pertaining to the associated scope of works, so as to enable the Principal Contractor and Contractors to develop their Health and Safety Plans to be implemented on site with a purpose of ensuring the health and safety of all persons, property, equipment and other persons that may be affected by construction activities.

3. Application

The H&S Specification contains clauses that are applicable to occupational health and safety in construction and the document is intended to impose pro-active controls associated with the activities, plant & machinery and other aspects of the proposed

construction work that impact on health and safety of persons, by means of a documented H&S Plan prepared by the Principal Contractor and Contractors.

Compliance to the requirements of the OHSAct and relevant legislation is in addition to the requirements of the H&S Specification and forms part of the Principal Contractor's and Contractor's responsibility. The Client and Client's Agent will monitor the Principal Contractor to ensure that the Principal Contractor and Contractors comply with the requirements of the OHSAct & other legal requirements, and will not prescribe to the Principal Contractor how such compliance is to be achieved.

4. Definitions

For the purpose of the General Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

"CR" refers to the Construction Regulations, 2014

"GHSS" refers to this document (the General Health & Safety Specification) including any project specific annexures that the engineers and designers could attach.

"OHSA" refers to the Occupational Health & Safety Act of 1993

"S" refers to a Section in the Occupational Health & Safety Act of 1993

"H&S" refers to Health and Safety

"Client" Amatola Water

Incident: means any unplanned event that causes, or has the potential to cause, an injury or illness and/or damage to equipment, buildings, plant or the natural environment. Incidents range from near-miss incidents to serious incidents and emergencies.

"Near Miss" means an incident which has the potential to cause an injury or illness or damage to company property.

"Regulations" means, specifically, the Construction Regulations, 2014 as issued on 7 February 2014, under the Occupational Health & Safety Act of 1993, but not excluding the other applicable regulations existing under the Act.

"Site" means the lands and other places, made available by the Municipality or the Client for the purposes of the Contract, on under over in or through which the construction work is to be executed or carried out.

"Principal Contractor" and "Contractor" shall be as defined in the Regulations.

Construction Work [CR 1]: Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;

- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification, Risk Assessment and Risk Control (HIRA)

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

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons or property)

Risk

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

Construction Manager [CR 8(1)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor [CR 1]

Means an employer [OHSA 1] who performs construction work and includes principal contractors and sub-contractors.

Health and Safety Plan (HSP) [CR 1]

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work [CR 5(1)]

Health and Safety File (HSF) [CR 1]

The file holding all documentation and records on health and safety for the project, which shall be available at all times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries (DI's) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Disabling Injury Severity Rate (DISR)

The number of days lost due to DI's multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Confined Space

An enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present.

5. Compliance

- 5.1 The Principal Contractor and other contractors must establish, implement and maintain a system for identifying and accessing the legal and other health and safety requirements that are applicable to their organisation.
- 5.2 The Principal Contractor and other contractors shall ensure that these applicable legal and other requirements to which their organisation subscribes are complied with when establishing, implementing and maintaining their system, and when doing their construction activities. legal requirements referred to are legal requirements such as
 - a) Occupational Health and Safety Act, number 85 of 1993 and its regulations as amended,
 - b) Compensation for Occupational Diseases Act, number 61 of 1997
 - c) Including all legal and other requirements to which the organisation subscribes.
- 5.3 All information regarding legal and other requirements must be kept up to date all the time.
- 5.4 The Principal Contractor and other contractors must communicate relevant information on legal and other requirements to all stakeholders.

6. Site Rules for Contractors

The site rule for contractors is the minimum standard with regard to specifications for construction work on this site. Contractors may have existing standards for each

specific trade, but where conflict may arise between the contractor's standards and these Site Rules for contractors, the more stringent shall apply.

6.1. Rules of Conduct

Contractors and all employees under their control, including any visitors brought onto site must adhere to the following Rules of Conduct on Site:

Conduct Not Permitted:-

- No persons shall partake of, possess or sell drugs or alcoholic beverages on Site. Any employee or visitor whose actions and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Make use of water from fire hydrants
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession of a firearm, lethal weapon, camera, or any other recording device, unless authorised to do so.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training/competency and authorisation.
- Display insubordination toward any supervisor, foreman or manager in respect to carrying out of properly issued instructions or orders for health and safety reasons.
- Enter into any areas where you have no business unless authorised to do so by the person in charge
- Negligently, carelessly or wilfully cause damage to property.
- Refuse to give evidence or deliberately make false statements during investigations
- Bring animals onto site.

Insubordination towards any foreman, supervisor or manager could lead to removal from site and/or dismissal and/or prosecution. Except insofar as the principles of common law, or conditions as determined by any relevant statutes are concerned, the decision of the Client or his Agent shall be final and binding in respect of any disputes that may arise from the interpretation of these rules.

7. Responsibilities of Contractors for Construction Work

7.1. Notification of Construction Work [CR 4]

Before construction work commences, the contractor shall notify the Provincial Director of the Department of Labour in writing if the construction work shall:-

- Include excavation work
- Include working at height
- Include demolition of a structure

- Include the use of explosives to perform construction work

The notification and submission to the local Department of Labour must be done on an Annexure 2 and a copy of the completed form kept in the health and safety file for inspection by an inspector, the client or an employee.

7.2. Duties of Principal Contractor's [CR 7]

1 *The contractor must:-*

7.2.1. *Compile a suitable, sufficient, and coherent site specific health and safety plan [CR 7(1a)]*

7.2.2. *Keep on site a Health and Safety File with all required documents (CR 7 1b).*

7.2.3. *Ensure sub-contractors are appointed in writing, registered with COIDA and have necessary competences and resources to perform construction work safely.*

7.2.4. *Ensure all employees have valid medical certificate of fitness specific to the construction work performed and issued by an occupational health practitioner in a form of Annexure 3.*

2 7.2.5. *Ensure co-operation between all contractors [CR 7(4)] to comply with the Act.*

3 7.2.6. *Ensure compliance with the Act in terms of [CR 5(3)]*

a. *Provide relevant sections of these specifications to contractors as required*

b. *Appoint each contractor in writing and only appoint contractors who have the necessary competencies and resources may be appointed [CR 7(1) (v)]*

c. *Ensure each contractor's HSP is implemented and maintained throughout the duration of the project on site*

d. *Stop any contractor from work which is not in accordance with HSP / law or which pose a threat to health and safety of persons.*

e. *Sufficient information is provided to contractors where there are changes to design and construction.*

f. *Ensure every contractor is registered and in good standing with the Compensation Commissioner*

g. *Ensure potential contractors have made provision for the cost of health and safety measures*

4 7.2.7. *Negotiate and approve the HSP of each contractor [CR 7(1) (vi)]*

5 7.2.8. *All HSP's including the principal contractor's to be available on site [CR 7(1)]*

6 7.2.9. *All HSF's including the principal contractor's to be available on site [CR (7)]*

7 7.2.10. *A consolidated HSF to be handed over to the client on completion of construction including records of drawings, designs etc. [CR 7(1) (e)]*

8 7.2.11. *HSF to include updated list of all contractors, the agreements and their type of work [CR 7(1) (f)]*

7.3. Contractor's Responsibilities [CR 7(2)] (including sub-contractors)

- 7.3.1. Provide their HSP to the principal contractor [CR 7(2)(a)]
- 7.3.2. Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply sub regulation 1(b) to (g) of CR 7 as if he were the principal contractor [CR 7(3)]
- 7.3.3. No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work
- 7.3.4. To provide any information which affects the health and safety of any persons at work to the principal contractor [CR 7 (2) (e)]
- 7.3.5.

7.4. Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the HSF. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSA. It should be noted that these represent complete lists and not all these appointments may be required:

7.4.1. Construction Regulation Appointments

Reg.	Appointment	Appointee	Appointed by
CR 5 (1)(k)	Principal Contractor	16(2) for the company	Client
CR 7 (1)(v)	Contractor	Competent person	Principal Contractor
CR 8 (1)	Construction manager	Competent person	Principal Contractor
CR 8 (2)	Assistant Construction manager	Competent person	Principal Contractor
CR 8 (5)	Safety Officer	Competent person	Principal Contractor
CR 8 (7)	Construction Supervisor	Competent person	Principal Contractor
CR 8 (8)	Assistant Construction Supervisor	Competent person	Principal Contractor
CR 9(1)	Risk Assessor	Competent person	Principal Contractor
CR 11 (2a)	Structure Inspector	Competent person	Principal Contractor
CR 13 (1)	Excavation Work Inspector	Competent person	Principal Contractor
CR 21 (1k)	Construction Vehicle Inspector	Competent person	Principal Contractor
CR 28 (a)	Stacking and Storage Supervisor	Competent person	Principal Contractor
CR 29 (h)	Fire Equipment Inspector	Competent person	Principal Contractor
CR 29 (i)	Fire Team Members	Competent person	Principal Contractor

OHS Act Appointments and other relevant Regulations

Reg.	Appointment	Appointee	Appointed by
OHS 16 (2)	16 (2)	Contract Manager	16(1)
OHS 17 (1)	Health & Safety Rep	Elected / Nominated	16(1)
GAR 9 (2)	Incident Investigator	Competent person	Principal Contractor
GSR 3 (4)	First Aider	Competent person	Principal Contractor

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorized person and the appointee and kept in the Health and Safety file.

8. Documentation and Procedures

All required HSE documentation for the construction work, shall be kept in the HSF, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise.

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

- Policies, permits, notifications etc.
- Health & Safety plans, specifications
- Appointments
- Incident management
- Inspection checklists
- Risk assessments
- Training
- Safe Work Procedures
- Hazardous Chemical Substances
- Medicals
- Audit reports

9. Application of COIDA and OHS 1993 to Construction Work [Items 8.11 to 8.15 only may not be applicable]

9.1. Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and a valid letter of good standing with the Compensation Commissioner.

9.2. Occupational Health and Safety Policy [OHS 1993]

The contractors must develop a Health and Safety Policy that:-

- Is appropriate to nature & scale of risks,

- Includes commitment to prevent injuries & ill health, and continual improvement of health and safety performance,
- Includes the commitment to comply with applicable legal and other requirements,
- Includes the setting of health and safety objectives and targets,
- Is documented, implemented and maintained,
- Is communicated to all stakeholders,
- Is reviewed periodically to ensure its relevant and appropriate to the construction company.

9.3. Health and Safety Training and Competency

A training needs analysis must be developed and training provided for all persons requiring training. Proof of training / competency must be made available on file.

9.3.1. Induction Training

The principal contractor shall be responsible for the induction of all personnel entering the site including visitors, inspectors etc. Contractors doing specific construction work shall be responsible for the induction of their employees with respect to that specific work. Records to be kept on file for all personnel that undergo induction training.

9.3.2. Awareness Training

In addition, the client would favour awareness training to be carried out such as weekly Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.

9.3.3. Competency and CV's

Where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the HSF. Other training requirements such as those identified through the HRA process, to be completed and proof of that training also kept in the HSF. Where competency is achieved through experience, a brief CV will be required.

9.3.4. Specific OH&S Training

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Marshals (CR21 Fire Equipment Inspectors) etc.

9.3.5. Medical Fitness

All employees doing construction work on site must have a valid medical certificate of fitness specific to construction work to be performed and this must be issued by an occupational health practitioner in the form of Annexure 3.

9.4. Hazards and Potentially Hazardous Situations [OHSA 13]

The principal contractor is responsible to ensure that all contractors and any visitors are warned of any hazardous or potentially hazardous situations, which may affect them on site and shall put any additional measures in place to assist in mitigating the risk of these hazards.

9.5. Health and Safety Reps [OHSA 17 and 18]

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required and to ensure similar compliance of all contractors.

If a rep is not required, the appointed Safety Officer will be responsible for these functions

9.6. Health and Safety Committee [OHSA 19 and 20]

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required. If a committee is not convened, health and safety matters will need to be tabled and discussed at site meetings

9.7. General Documents / Record Keeping

The principal contractor shall ensure that all Health and Safety documents and records, required by OHSA and Regulations are kept on site for reference purposes and auditing.

9.7.1. Inspections

The principal contractor shall keep all records of inspections undertaken during the contract. An assessment will need to be made of what inspections are required and their frequency. The principal contractor is also responsible to ensure compliance to this requirement by all contractors

9.7.2. Audits [CR 5 (0) and 7 (1c)(vii)]

The client's agent shall carry out regular audits on the principal contractor at least once per month. Similarly, principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month. The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

9.8. Incident management and emergency plans

The principal contractor shall create an Emergency Plan for the construction site. The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no.'s etc. The plan shall be fully explained to all personnel during the induction training. All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place.

9.8.1. First Aid [GSR 3]

The principal contractor shall be responsible to ensure compliance to this regulation as required. In particular, a first aid box with the minimum stock as specified in the regulation will be located at the site office and there will be signage to indicate the location of the box. Attention is drawn to GSR 3(4) for the requirement of trained first aiders. It is also suggested that a trained first aider be made responsible for the box in terms of the following:

- Security – the box should not be left open but it must be accessible in case of emergency (spare key availability)
- Injuries - a record of first aid box injuries treated and the stock issued
- Stock – a regular inspection to maintain stock levels and check expiry dates

In addition, the first aid requirements should be noted for high risk substances or hazardous chemical substances and if these are to be used, then it should be addressed in the HIRA and the need for eye wash facilities assessed.

9.8.2. Incidents and Injuries – Investigation and Reporting

The Principal Contractor will ensure there is a management system to report and investigate all incidents. All incidents **including ALL near misses**, first aid box treatment, and all other serious incidents involving any form of disabling injury or fatality are to be reported to the Client and the **Clients H&S Agent telephonically immediately**. This shall be confirmed in writing as soon as possible after the incident. Failure to comply with these provisions will be considered a serious offence. "Recording and Investigation of Near Misses".

Incidents

The principal contractor shall provide evidence by means of a procedure or chart that he is fully aware of the "hierarchy" of incidents that can occur e.g. unsafe situations, near misses, first aid box injuries, medical cases, disabling injuries etc. He shall keep an incident register of all such incidents, investigate and implement corrective action where required. The client also reserves the right to request incident statistics from the principal contractor such as DI's, DIFR and DISR and it is advised that these are maintained.

Injuries

First aid box injuries have been addressed under 8.8.1 above. More serious injuries requiring transport of the injured person to the nearest hospital or doctor or the calling of an ambulance and paramedic personnel will be the responsibility of the principal contractor's appointed personnel such as the Construction Supervisor, First Aider and Safety Officer. It is advised that all required emergency numbers be on hand and prominently displayed.

As all contractors are registered and in Good Standing with the Compensation Commissioner, it will be the responsibility of the contractor whose employee has been injured, to make the necessary report and claims to the Commissioner.

9.8.3. Accident & Incident Reporting & Investigation [OHSA 24, GAR 8, 9 (1) & (2)]

Should an incident or accident investigation need to be conducted, a competent person shall be appointed to conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – "Recording and Investigation of incidents".

Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the department of labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the Client, Clients H&S Agent and contractors.

The Client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

9.9. Contractors and suppliers [OHSA 37(2)]

The client shall enter into an "Agreement with Mandatory" in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

A. The principal contractor shall ensure that all contractors are issued with this safety specification where reasonable. The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

9.10. Personal Protective Equipment, Intoxication, Signage and Access Control

9.10.1.1. Personal Protective Equipment (PPE) [GSR 2]

The principal contractor shall through the Risk Assessment process identify the specific PPE needs per activity. Contractors, as employers, will be responsible for the issue of the required PPE. Should PPE be lost or stolen, then the employee will be issued with new PPE. Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement. Training in the use of this shall be provided. Visitors shall be informed of PPE requirements prior to their visit so that they may enter the site.

9.10.2. **Intoxication [GSR 2A]**

The principal contractor shall ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs.

9.10.3. **Display of signs [GSR 2B]**

The principal contractor shall make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable. Approved signs as per SABS standard approved colours must be used.

9.10.4. **Access control [GSR 2C]**

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the 'employer' on the site and is responsible for section 8 of OHSA for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc.
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation
- Security reasons

The principal contractor shall post notices at the site informing all those entering the site of these requirements.

9.11. **Portable Electrical Tools [EMR 9]**

This regulation shall be complied with as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc., and shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance with the HIRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is provided and properly used.

9.12. ENVIRONMENTAL RULES

The Contractor shall give effect to and maintain all safeguards and standards and take such measures as may be necessary for the protection of the environment. Prevention of any type of pollution must be taken into consideration when performing all construction activities on site.

9.12.1 Clearing

The Contractor shall comply with the following conditions and requirements for clearing:

- Follow the Occupational Health and Safety Act, the Environmental Regulations for workplaces and Project EMP.
- Areas to be cleared will have boundaries clearly marked by tape, pegs or other means and will conform to limits on design drawings.
- Clearing will not commence until drainage control works are in place.
- Cleared vegetation should be windrowed along the contour to assist with erosion control.
- Any area which is not to be disturbed under requirements of the *Cultural Heritage Management Plan* will be clearly identified.
- Vegetation clearance will be restricted to that necessary for the works.
- The Engineer is to be notified immediately if contaminated soil is discovered.
- Traffic shall be confined to maintained tracks and roads.
- Particular care shall be taken to minimise disturbance to the bed and banks of watercourses.

9.12.2 Noise and Vibration

The Contractor shall ensure that the exposure of persons to noise is prevented by all means and where it is not possible to prevent it, to adequately control the noise. The noise-induced hearing loss regulations must be complied with.

Each of its mobile and fixed plant and that of its subcontractors' are fitted with appropriate noise suppression equipment to ensure that noise levels from such plant are contained within the relevant limits prescribed by relevant industrial safety and

environmental legislation, regulations and site standards. If there is a noise problem with electric power generating equipment, compressors, or other facilities under the control of the Contractor, additional noise suppression shall be erected by the Contractor at the Contractor's cost around the offending unit(s).

Any deviation from the above listed practices is to be rectified at the Contractor's cost.

9.12.3 Transport, Storage and Handling of Hazardous Substances and Dangerous Goods

The Contractor shall comply with the following conditions and requirements for storing and handling hazardous and dangerous goods:

- Comply with Hazardous Chemical Substance Regulations.
- Provide a list of hazardous substances and corresponding MSDS prior to bringing substances on Site.
- Substance register to be held at each storage facility.
- Corrosive materials to be stored and handled in accordance with HCS Regulations 14.
- Fuel, oils and substances in containers of 210 litres or more shall be stored in a bunded area with capacity of at least 110% of the total quantity of HCS.
- Fuel, oils and substances in less than 200 litre drums shall be stored as above or in a fenced and roofed compound.
- All fuel, oils and substances must be clearly labelled.
- Transfer of bulk fuel and handling of hazardous substances shall be conducted only by appropriately trained personnel.
- Spill clean-up kits including absorbent materials shall be kept at each storage facility.

9.12.4 Erosion and Oil Traps

The Contractor shall comply with the following conditions and requirements for erosion, sedimentation, silt and oil traps:

- Land disturbance will be restricted to that necessary for the works.
- Topsoil will be salvaged for use in rehabilitation.
- Storm water from upstream catchments will be diverted away from construction areas.
- Drains will be protected to prevent scouring if necessary.
- Sediment traps, silt fences or hay bales will be installed to control sediment where necessary and where directed by the Engineer.
- Sediment traps will be cleaned periodically.
- Hazardous materials will be bunded or stored such that contaminated run-off is not generated.
- Traffic will be confined to maintained tracks and roads.
- Particular care will be taken to minimise disturbance to the bed and banks of watercourses.
- Rehabilitation of disturbed areas will be carried out promptly.

- The Contractor shall maintain its specific work area so as to prevent erosion of adjacent soils by surface runoff. Temporary diversion drains shall be used to divert storm water away from the Contractor's work area, where necessary.
- The Contractor shall provide and maintain all silt traps and oil traps necessary for the execution of the work under the Contract and for the protection of the environment as required by the Specification and as directed by the Engineer.

9.12.5 Dust Prevention

The Contractor shall comply with the following conditions and requirements for air quality and dust:

- Dust generated by construction activities will be suppressed by water spraying, to levels that are safe for Site personnel.
- Speed limits on unsealed roads will be limited to a maximum speed consistent with the minimisation of dust generation.
- Earthworks Supervisors must pay particular attention to the management of topsoil stripping such that dust does not become a safety hazard or severe nuisance.
- All dust complaints will be investigated promptly and appropriate action initiated to reduce nuisance.

9.12.6 Waste Management

- The Contractor shall provide suitable rubbish receptacles at the Site and shall ensure that all litter is collected in them and properly disposed of off Site in accordance with the requirements of the relevant statutory requirements.
- The Contractor shall ensure proper collection and off-site disposal of all industrial wastes in accordance with relevant statutory requirements.
- The Contractor shall apply the principles of Waste Minimisation by reducing the amount of waste generated on Site by their operations and activities as much as possible. The Contractor shall provide for recycling of glass, metals, plastics and paper.

9.12.7 Weed Management

The Contractor shall comply with the following conditions and requirements for weed management:

- Contractors shall ensure that all machinery, equipment and vehicles are washed down at a wash facility before entering the Site and again when leaving the Site.
- Plants and soil shall not be removed from the Site without authorisation.
- Soil or other material shall not be brought onto Site if it has originated from an area known to contain environmental weeds or declared weeds under the Rural Lands Protection Act 1995.
- Areas disturbed or rehabilitated as part of a Contract will be inspected upon completion of the works. The Contractor shall eradicate any declared weeds found.
- Seed used in rehabilitation shall be free of declared weeds.

- Control measures (including use of herbicides) must be consistent with manufacture's recommendations, safe practice and recommendations in the Department of Natural Resources Pest Fact series.
- Include information on the importance of weed control in inductions.

9.12.8 Found Object

All fossils, coins, articles, minerals of commercial value and objects of antiquity and structures and other remains and things of archaeological interest discovered at the Project Site shall be deemed to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the Contractor's employees, subcontractors and the employees of subcontractors and any other persons from removing and damaging any such article and thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out, at the expense of the Company and at the Engineer's direction, the protection and or disposal of same.

9.13 MONITORING, AUDIT AND REVIEW

- The Client's Agent shall have the right to conduct audits / inspections of the Contractor's operations, equipment and procedures at any time, and the Contractor shall fully co-operate with the Client's Agent during such audits / inspections.
- The Client's Agent rights under this clause shall not relieve the Contractor of its obligations to conduct audits and reviews of its own safety and health performance.
- Where such Client's Agent audits reveal deficiencies in the Contractor's procedures, equipment, training, drills, etc., the Contractor shall rectify such deficiencies as soon as practicable, and provide to the Client's Agent a status report on all outstanding corrective actions. Where such deficiencies include an unsafe practice or a breach of the Statutory or the Contract's requirements, the Client's Agent may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

10. Application of the Construction Regulations, 2014

[Please note: this is the complete list. Item 10.1 is compulsory and the rest are applicable if relevant to the work being carried out]

10.1. Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]

The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP and file for the project.

A copy of the HIRA shall be made available for viewing to the client's OHS agent and shall be kept in the Health and Safety File.

NB: The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

Below is a list of activities, which may be considered for HIRA if the activity is to be carried out on site. The list is not exhaustive but gives examples of activities for a construction site:

- Traffic Management– restrictions etc.
- Site security and access
- Existing services, overhead and underground
- Ground conditions
- Excavations
- Batching on site
- Activities that affect adjacent sites
- Excavations in particular those adjacent to roads or sidewalks
- Lifting operations such as offloading and moving equipment
- Stacking, storage of equipment and materials, and good housekeeping
- Use of hand tools
- Use of portable electrical equipment (power tools)
- Use and storage of flammable and hazardous chemicals such as petrol, diesel, etc.
- Waste management including removal of hazardous waste
- Environmental restraints such as effluents, boundary noise and dust
- Temporary site accommodation
- General hazards to site personnel such as noise and dust.

The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

10.2. Fall Protection [CR 10]

Regulation 10(1)(a) of this regulation states that a contractor shall designate a competent person, to be responsible for the preparation of a fall protection plan. The fall protection should include the prevention of person falling into trenches or uneven grounds due to trenches dug for poles supporting the fence.

10.3. Structures [CR 11]

The appointed contractor shall meet the requirements of this regulation. Attention is drawn to CR 11(2)(a) which requires the designer to inspect the structure at appropriate times when mandated by the Client and the record of these inspections to be available on site.

10.4. Excavations [CR13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person, who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to sub regulation 2(h), the records of which must be available on site.

10.5. Construction vehicles and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their construction vehicles and mobile plant to these regulations.

This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off site.

10.6. Use and storage of flammable liquids [CR 25], and hazardous chemical substances [HCSR]

All the requirements of CR 25 shall be met

In terms of HCSR, contractors shall ensure that all hazardous chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the important sections of the MSDS such as:

- Hazards
- First aid measures
- Firefighting measures
- Accidental release measures
- Handling and storage
- Exposure control especially PPE
- Disposal

First Aiders shall be made aware of the MSDS and how to treat HCS incidents appropriately. Copies of MSDS's will be available on site and in the HSF.

10.7. Housekeeping [CR 27] including [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

10.8. Stacking of Materials [CR 26] including [GSR(8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

10.9. Fire precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (l)) the details of which will be imparted to contractors, visitors etc. through the site induction.

10.10. Construction welfare facilities [CR 30]

The principal contractor shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Adequate toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating.

Waste bins shall be strategically placed and cleared regularly.

11. Site Specific and Design Risks

[Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction process, as well as the hazards identified and listed below.]

11.1 Hazard Identification and Risk Assessment Methodology

11.1.1 Baseline Risk Assessment

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

11.1.2. Task Risk Assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident, change in design or every one-year period, whichever occurs first.

Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

12.

SCHEDULE OF OHS COSTS

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Amount – Rands</i>
1.	Site Establishment & Facilities		
1.1	OHS File – Site Specific	1	
1.2	Temporary Site Office	1 per contractor	
1.3	Temporary Electrical Connection	1	
1.4	Temporary Water Connection	1	
1.5	Portable Chemical Toilets – Male/ Female	As per Risk Assmnt	
1.6	Change Room Facilities – Male/ Female	As per Risk Assmnt	
1.7	Eating area Facilities	1	
1.8	Notice Board	1	
1.9	Construction Site Signage Board	?	
1.10	Signage - PPE Required for Site	As per Risk Assmnt	
1.11	Hazardous Substance Store & Signage	1	
1.12	Fire Extinguisher 9kg DCP	As per Risk Assmnt	
1.13	Regulation 3 First Aid Box Complete	1	
1.14	Regulation 7 Blood Spill Kit	1	
1.15	Hazardous Substance Spill Kit	1	
1.16	Spare Protective Clothing – i.e. Hard Hats, hearing, respiratory, eye and hand protection and reflective vests.	As per risk assessment	
1.17	Perimeter hoarding/ shade cloth	All	
1.18	Waste Material Skips	As per Risk Assmnt	
2.	Administration and Documentation		
2.1	medical certificate/s of fitness	All	
2.2	Access Control – Security	As per Risk Assmnt	
2.3	Medicals	Number of employees	
2.4	First Aider/s	As per OHS Act	
2.5	Fire Marshalls	As per Risk Assmnt	
2.6	Safety Officer	1	
2.7	Safety Representatives	As per OHSAct	
3.	Other		

C3.8 GENERAL SPECIFICATIONS

C3.8.1 EXISTING SERVICES

Items have been allowed in the Bills of Quantities for dealing with and protecting existing services where they are known.

The Contractor shall however ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant official(s) to indicate the said services within 5 working days prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. The Contractor shall make use of hand excavation to expose services. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

C3.8.2 SURVEY BEACONS AND BENCHMARKS

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

C3.8.3 FEATURES REQUIRING SPECIAL ATTENTION

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirement for Works Contracts, Part 1: General Engineering and Construction Works. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

C3.8.3.1 Work Within Demarcated Areas Only

The Contractor shall ensure that all his activities take place within the demarcated areas only. No work or activities may take place outside of the demarcated areas and any damage of whatsoever nature caused by the Contractor outside of the demarcated areas shall be the sole responsibility of the Contractor, who shall bear all and any associated costs.

A working width of 25m shall be allowed along the length of the pipeline routes, except where otherwise shown on the drawings. The Contractor shall confine all his activities to within this 25m width.

C3.8.4 GUARANTEES

The Contractor shall be liable for, and shall guarantee, all work undertaken by him under the terms of the Contract and for the period of Defects Liability.

The Contractor shall accept and have full responsibility for the adequacy and compatibility of all items of plant and equipment required under this contract.

C3.8.5 SECURITY

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost to the Employer. This will include for all materials, temporary works and barricading. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team. The Contractor's rates will be deemed to allow for all related activities and equipment

C3.8.5.1 PLANT AND MATERIALS

C3.8.5.2 Plant and Materials Supplied by the Employer

The Employer shall not supply any plant for use on this contract. The Contractor shall provide all plant.

C3.8.5.3 Materials and Samples

Where material to be used in this contract is specified to comply with the requirements of a South African National Standard Specification and such material is available with the official SANS (SABS) mark or similar equivalent, the material shall bear the official mark.

The Contractor shall supply samples of sufficient size of proposed bedding and concrete materials, as applicable, to a SANS accredited laboratory for testing prior to any such materials being used. Only materials that comply with the specifications may be used. No separate payment shall be made for the testing of materials, the cost of which shall be deemed to be covered by the rate for the relevant items.

Copies of all test results shall be given to the Engineer for his approval.

C3.8.5.4 Equipment Provided by the Employer

It is envisaged that no equipment will be provided by the Employer. In the event that the Employer does provide equipment, the Contractor shall take full responsibility for the handling, storage, protection and installation of the equipment from the moment that the equipment is handed over to him, as if the Contractor had provided the equipment.

C3.8.5.5 Construction Equipment

All construction equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No machinery that leaks oil, fuel or hydraulic fluids may be used on site.

Any plant or equipment that, in the opinion of the Engineer, is not of adequate size or fit for use shall be removed from site and replaced with acceptable plant or equipment, all at the Contractor's cost.

C3.8.6 EXISTING SERVICES

C3.8.6.1 Known Services

Known services in the area are shown on the layout plans and long sections. The information regarding existing services is given in good faith without guarantee.

All known services in the area are indicated on the drawings and/or will be pointed out to the Contractor. There may be services which are unknown or have inadvertently been left out.

C3.8.6.2 Treatment of Existing Services

The relevant authority or other service provider, as applicable, shall be contacted to assist the Contractor in the location of all existing services that cross the Project area.

Immediately after establishing on Site, the Contractor must open up all known services, where they will be affected by construction, by hand and using special equipment where necessary, under strict supervision and with diligent care. An item to provide for this is included in the Schedule of Quantities.

The Engineer must be informed as the services are opened for inspection, to measure the depth and to verify the type, position and dimensions of the service. This must be done early during the contract period so that changes in design, which may become necessary, can be planned and arranged in good time. No extensions of time will be considered by the Engineer arising from the failure of the Contractor to comply with this clause. Damage to existing services must be made good by the Contractor.

Services exposed in the excavations shall be protected from construction damage and vandalism by suitable wrapping or other protective measures.

C3.8.6.3 Damage to Services

Any known services damaged by the Contractor shall immediately be reported to the relevant service authority. The cost of repair of these services will be for the Contractor's account. Known services include those services shown on the drawings as well as services not shown on the drawings but the presence of which can be reasonably expected or determined on site.

Should the Contractor be responsible for repairs to be carried out by an outside organisation, such costs will be recovered from the Contractor. This will be recovered from a monthly Payment Certificate if necessary.

Any unmarked or unknown services that may be damaged shall immediately be reported to the relevant service authority. The repair cost for such services will not be the Contractors' responsibility.

In the event that the Contractor is requested to repair the damaged service, he shall submit the actual cost of repair with his next claim for payment and shall be paid the actual cost plus 10%.

Whenever it is necessary to disrupt essential services e.g. when excavating in the vicinity of a power line, the Contractor must liaise with all relevant authorities and the Engineer to obtain approval for proposed activities and their programming.

C3.8.6.4 Connection to Existing Services

Fourteen (14) days written notice shall be given to the Engineer and to the Employer of intention to connect to any existing service or structure. Such connection may only be undertaken once written approval is granted. The work to connect to existing services may have to be done outside of normal working hours to accommodate the requirements of the Employer. Allowance for this must be made in the tendered rates as no additional payments shall be made in this regard.

C3.8.7 SITE ESTABLISHMENT

C3.8.7.1 Service and Facilities Provided by the Employer

C3.8.7.1.1 Source of Water Supply

Water for construction is available from the existing reticulations and/or the project area. The Contractor shall make his own arrangements with the relevant authority and pay all installation and usage charges for a water supply for his needs. To this end the Contractor shall provide and make use of a metered connection at a position(s) and in a manner agreed with the relevant authority. The meter shall be read on a weekly basis and the usage recorded.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point(s) nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

C3.8.7.1.2 Source of Power Supply

Electrical power is only available at the project area. The Contractor shall make his own arrangements with the relevant authority and pay all installation and usage charges for a metered electrical supply for his needs.

The Employer accepts no responsibility for the interruption of the power supply due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such interruption.

No direct payment, other than provided for under the preliminary and general items, shall be made for any costs incurred for the provision of a power supply. The cost of supplying electrical power will be deemed to be covered by the relevant items.

C3.8.7.1.3 Location of Camp and Materials Storage Area

An area for a campsite and materials storage area shall be agreed with the Employer. Employer will identify a site area near the project area and close to municipal borrow pit if possible.. The Contractor may erect his site offices and materials storage depot within the demarcated boundaries of the area. The Contractor shall confine his camp and storage of materials to the areas designated.

A suitable perimeter fence should be erected to prevent the entry of domestic stock, wild animals or unauthorized entry and to ensure that the camp is adequately secured against theft.

The Contractor shall provide sufficient storage area for all tools, small equipment and materials, and will be responsible for the safekeeping thereof.

The site and materials storage area shall at all times be kept in a clean, dry and tidy condition. Temporary buildings and fencing shall be neat and presentable and the surrounding area shall, at all times, be kept in a neat, clean and orderly condition.

Scavenger-proof litter containers to be provided on site and paper and plastic packaging shall be collected daily and binned so that they cannot be blown onto the surrounding property.

Precautions to be taken against hydrocarbon spillage from heavy equipment such as compressors and generators, e.g. through the use of sand or sawdust filled drip trays. If maintenance and refuelling activities take place in this area, adequate protection and clean-up mechanisms in the event of a spill must be in place. All contaminated material (including soil) to be disposed of at a registered waste site.

All toxic materials (cement, oil, petrol, diesel, etc.) used at or stored in the construction camps should be very strictly controlled and secured against theft at all times.

The Contractor shall not cut down or damage trees without the prior written permission of the Engineer. If any vegetation is damaged or destroyed during the construction period, the damaged areas should be re-vegetated using indigenous plants that are native to this area.

On completion of the construction works, the area shall be re-instated to its original condition.

No persons, other than a night watchman, may overnight at the campsites.

C3.8.7.1.4 Housing

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site.

C3.8.7.1.5 Disposal Site

All material cleared on the site, rubble, spoil and refuse shall be disposed of at the regional general waste site approved by the engineer.

C3.8.8 SITE USAGE

The Contractor shall confine his activities to the site of the works and to the area allocated to him for his site offices and materials storage. The Contractor may not use or damage in any way any area that falls outside the boundaries of the site. Any area damaged by the Contractor outside the site boundaries shall be rehabilitated to the satisfaction of the Engineer at the Contractor's expense.

C3.8.9 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Survey pegs and reference marks shall be pointed out to the Contractor. The Contractor is solely responsible for the setting out of the works from the pegs and reference marks. The Contractor is also solely responsible for the protection of the pegs and reference marks. The Contractor's attention is specifically drawn to the requirements of SANS 1200 A: General, Clause 5.1 Survey, in this regard.

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over any erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

C3.8.10 DEALING WITH TRAFFIC AND ACCESS

The Contractor shall liaise with all the relevant authorities/persons regarding construction where it affects public/private right of way on roads, access to properties etc. Where alternative arrangements cannot be made, roads shall be crossed in half widths to allow for safe passage of traffic.

All the relevant requirements regarding the latest edition of the South African Traffic Signs Manual shall be adhered to. Specific attention shall also be paid to the requirements of the OR Tambo District Municipality and the Department of Transport regarding signs for road closures, deviations, warning signs, etc.

C3.8.11 QUALITY CONTROL

An item for independent quality tests required by the Engineer is included in the Schedule of Quantities.

C3.8.12 ACCOMMODATION OF TRAFFIC, ACCESS TO PROPERTIES AND BORROW PITS

The tendered sum for the item 'accommodation of traffic' in the Preliminary and General section of the Schedule of Quantities shall cover all the Contractor's costs of the supply, construction and maintenance of a gravel wearing course on detours, by-passes, existing gravelled roads and access roads to borrow pits required by the Contractor for his construction operations. The sum shall also include removal of all such temporary roads on completion of the Contract plus grassing of these areas and any necessary erosion control measures as determined by the Engineer. All the necessary authorities are to be given adequate advance notice if necessary.

The Contractor shall ensure that all roads adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works and by the Contractor's activities at the borrow area, are kept in a safe condition for pedestrians and vehicular traffic.

Accommodation of vehicular and pedestrian traffic shall be performed in accordance with Sections D and DB of SABS 1200. The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and

no public road shall be completely closed without prior approval by the Engineer. The Contractor shall provide and maintain in proper condition all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions.

All signs shall be in two languages as may be advised by the Employer and all traffic signs and control traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary bypasses where necessary to provide access for vehicular and pedestrian traffic.

It is a condition of this Contract that gravel on detours, bypasses and existing gravelled roads shall only become the subject of payment in terms of the Specifications when such gravel wearing courses are constructed to accommodate public traffic in accordance with a written order from the Engineer.

C3.8.13 DEALING WITH WATER ON THE WORKS

Ground water can be expected in the project area . The Contractor shall provide adequate measures in the form of well points, sumps, pumps, temporary pipework and all other necessary equipment and measures to remove water from the trenches to enable work to take place. Dewatering will most probably be required 24 hours per day until such time as backfilling has been completed in order to prevent the pipes from floating in the trenches.

Where necessary, the Contractor shall construct temporary drainage channels/berms to divert ground water from his excavation and excess water pumped out. No compensation for any variation of the actual conditions during construction from the data will be considered. Neither will additional compensation be considered for data omitted or inaccurately given. The rates tendered shall allow for the requirements of this clause and all incidentals.

C3.8.14 PROTECTION AGAINST FLOODING

The Contractor shall take the necessary temporary precautions to direct storm water away from his excavations.

See Sub-clause 1.3.11.1 of Section A of Part 3 and Sub-clause 3.2.4 of Section D of Part 2 of SANS 0120. The rates tendered shall allow for the requirements of this clause and all incidentals.

C3.8.15 TEMPORARY STOCKPILING AND SPOIL

The Contractor shall remove and stockpile the sandy/clayey soil upper layers (approximately 1 – 1,5m deep) for later reuse, if requested. Care shall be taken to ensure that this soil is not contaminated by any other material. If space is not available to stockpile the sandy/ clayey soil in the project area without danger of the material being contaminated, the soil shall be removed and stockpiled at remote locations approved by the Engineer in writing.

Any shortfall in the sandy soil material due to the stockpiles being contaminated shall be made up with approved imported material at the Contractor's expense.

The Contractor shall obtain the Engineer's written approval prior to the disposal of any surplus or unsuitable material prior to the temporary stockpiling of any selected material from excavation.

Material from excavation shall only be spoiled or temporarily stockpiled on sites approved by the Engineer in writing.

C3.8.16 DUST CONTROL

The Contractor shall apply water using a water tanker at regular intervals to access and construction roads where dust is causing a nuisance. The application rate should be sufficient to keep the routes dust free during the movement of construction equipment.

C3.8.17 FEATURES REQUIRING SPECIAL ATTENTION

C3.8.17.1 Safety Regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941)" and the "Machinery and Occupational Health and Safety Act (Act 6 of 1983)" must wherever they appear in the SABS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1995)".

C3.8.17.2 Health and Safety

The Site of the Works is project area. Special care should be taken to instruct workers of the potential health and safety hazards likely to be encountered when working on such a Site.

Venomous snakes and crocodiles, including mambas, cobras and boomslangs, may found on the Site of the Works. Workers must be warned of the possibility of encountering these snakes and warned not to disturb them.

C3.8.18 RECORD DRAWINGS

As the work progresses, the Contractor shall keep full sets of records of all the true levels, sizes and positions of structures as well as all amendments to and deviations from the drawings issue by the Engineer from time to time. This information must be submitted monthly with the Contractor's claim for payment. A separate set of drawings will be issued to the Contractor for this purpose.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the rates for the relevant items.

C3.8.19 DAMAGE TO PRIVATE PROPERTY

Sections of the Site will be through private agricultural land (sugar cane fields)

The Contractor will be responsible for any damage to crops, fencing, structures, etc. caused by his activities on Site. The Contractor must obtain permission from land owners where necessary, for the removal of fences and must erect

temporary fences or gates in these openings during the construction period. The permanent fencing must be replaced as soon as possible and must comply with at least the original product. It is essential that the least inconvenience to private property be caused during the construction period.

All such sites shall be left in the same condition as they were found initially, on completion of the construction work.

C3.8.20 FELLING OF TREES

There may be trees that are within the proposed site. The Contractor must ensure that all the necessary safety procedures are followed during the felling process. Some of the plants on site may be protected species. These will be identified by the Engineer and may have to be transplanted.

C3.8.21 OVERHAUL AND FREE HAUL

No payment will be made for overhaul on this contract unless provision is made therefore in specific items. All haul inside the boundaries of the site is regarded as free haul. Rates for importation of materials from commercial sources will be deemed to include cost for haulage.

C3.8.22 DISPOSAL OF SPOIL OR SURPLUS MATERIAL

The Contractor is responsible to arrange for the necessary permission and to spoil all surplus and unsuitable material, as well as other objectionable material at a legal site of his choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

C3.8.23 IMPORTATION OF BEDDING AND BACKFILL MATERIAL

The importation of suitable bedding and backfill material is the sole responsibility of the Contractor. All imported material shall be deemed to be from commercial sources and will be paid for in the rates tendered.

C3.8.24 EXCAVATION MEASUREMENTS

All excavations shall be measured nett. The rates tendered shall therefore include for any overbreak, additional haulage and disposal of overbreak, and filling of overbreak as specified.

C3.8.25 FINISHING AND TIDYING

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor may, subject to prior agreement with the Engineer and within reasonable limits, request that work in a particular area and/or work of a

particular discipline, be inspected for partial completion. Partial completion shall not entitle the Contractor to Practical Completion of the partially completed work. A Certificate of Practical Completion shall only be issued once the entire Works have reached Practical Completion.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site Office, workshop and storage yard are removed from Site. Waste material such as construction debris and soil contaminated with oil and fuel are to be disposed of at a suitable appropriately licenced waste disposal site. Proof of disposal shall be given to the Engineer.

Prior to the Handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures are to be taken. The Completion Certificate will only be issued after this stage.

TERMS OF REFERENCE OF THE CLO

The Community Liaison Officer (CLO) will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be the person with a good standing and respect in the local community and would be selected according to the set criteria by the interviewing panel.

The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The period will include times where small team works are busy in the area e.g. chambers, standpipes and trenches. The period will end when no further work is required. The contractor will provide office space and stationery for the CLO to carry out his / her duties.

Remuneration for the CLO will be R4 500.00 per month for the period of employment. Where the CLO is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall be the man-month of CLO employment. A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD consultants.

The CLO will liaise with the following people in performing these activities:-

Contractor:

- Organise and assist the contractor in explaining to all workers the labour-based construction model.
- Ensure labourers understand their task and the principles behind task work.
- Ensure labourers are informed of their conditions of temporal employment.
- Attend all site meetings and briefing for work procedures.
- Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- Collect monthly welfare reports and submit to social facilitators.
- Ensure that contractor's workers are paid what is due to them and in time.
- Assist in the recruitment of labour.
- Promote and maintain sound relations with community stakeholders and other role players.
- Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- Keep the labour register of labour and manage records of project local labourers and be able to provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To be on site on a daily basis.
- To register concerns / perceptions and raise them in the PSC meetings.

- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour dispute and any disciplinary matter and advise the site agent / foreman and assist in the resolution, where necessary must call for the assistance of the Social Consultant for the resolution of the conflicts.
- Assist the contractor in preparing records of project employees. Assist the contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Communicate daily with the contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
- Attend weekly meetings with the contractor and make a weekly written report which shall be a prerequisite to being paid.

Social Facilitators:

- Assist in convening of workshops.
- Disseminate information to PSC members.
- Articulate implementing agency policies to PSC members.
- Communicate labour requirements.
- Attend induction training programmes for workers and induct labourers.
- Submit monthly welfare reports to the social facilitators PSC.
- Communicate labour and skills requirements to the PSC.
- Assist in the recruitment and engagement of work force.
- Verify labour records and ensure all engaged qualify as per the Contract requirements.
- Investigate and report all labour dispute matters to the PSC, advice site agent on resolution.

The residents of each village being served by the scheme are represented by a PSC. All liaison with the community and the committees is the responsibility of the Social Facilitator in conjunction with the Implementing Agent, the OR Tambo District Municipality, and the Project Manager. The Contractor will be required to liaise through them for any matters to do with the community.

PSA10.4 Relocation of Existing Services

A Provisional Sum has been included in Schedule 2 for the relocation of existing services if and when required.

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

1. A copy of the OHSA 1993 Construction Regulations 2014;
2. A copy of this Health and Safety Specification;
3. A copy of the Contractor's Health and Safety Plan (Regulation 4);
4. A copy of the Notification of Construction Work (Regulation 3);
5. A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
6. A copy of the risk assessment described in Regulation 7;
7. A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
8. Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)] must be kept on site;
9. Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
10. A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
11. A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
12. Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site [Regulation 17(8)];
13. A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
14. A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
15. A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].

PAM-9: CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principal Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the

structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

- (k) Scaffolding (Regulation 14)
The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note : Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”]
- (l) Suspended platforms (Regulation 15)
Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.
- (m) Boatswain’s chairs (Regulation 16)
Where boatswain’s chairs are required on the construction site, the Contractor shall comply with Regulation 16.
- (n) Material Hoists (Regulation 17)
Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.
- (o) Batch plants (Regulation 18)
Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18.

The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (*Government Notice R295 of 26/2/1988*) and the Electrical Installation Regulations (*Government Notice R2271 of 11/10/1995*) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.
- (p) Explosive powered tools (Regulation 19)
The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.
- (q) Cranes (Regulation 20)
Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

- (r) Construction vehicles and mobile plant (Regulation 21)
The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.
- (s) Electrical installation and machinery on construction sites (Regulation 22)
The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.
- (t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)
The Contractor shall comply with the provisions of the General Safety Regulations (*Government Notice R1031 of 30 May 1986*) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.
- (u) Water environments (Regulation 24)
Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.
- (v) Housekeeping on Construction sites (Regulation 25)
Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (*Government Notice R2281 of 16 October 1987*) and all the provisions of Regulation 25 of the Construction Regulations.
- (w) Stacking and storage on construction sites (Regulation 26)
The provisions for the stacking of articles contained in the General Safety Regulations (*Government Notice R1031 of 30 May 1986*) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.
- (x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (*Government Notice R2281 of 16 October 1987*) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (*Government Notice R1593 of 12 August 1988*) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

PAM-10: MEASUREMENT AND PAYMENT

PAM-10.1: Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses PAM-7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However, should it be necessary to appoint a dedicated Construction Safety Officer in terms of Clause PAM-7.2 on the instruction of the Inspector of the Department of Labour, as ordered by the Engineer, payment will be considered for such appointment.

(b) Records and Registers.

The keeping of health and safety-related records and registers as described in PAM-8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PAM-10.2: Scheduled Items

PAM-10.2.1 Appointment of a Construction Health and Safety Officer Unit: As per BoQ

The stated provisional sum shall be employed to cover the cost for the appointment of a full-time or part-time dedicated Construction Health and Safety Officer as directed by an Inspector of the Department of Labour, and as ordered by the Engineer.

Should the Construction Health and Safety Officer be selected from the Contractor's own personnel, payment will only be considered for proven additional cost claimed by the Contractor due to the additional duties of the appointee.

- **END OF SECTION** -

C4: SITE INFORMATION

C4.1 SITE INFORMATION

For the purposes of the Contract it will be deemed that, prior to submitting his Tender, the Contractor has acquainted himself fully with the information and data provided within the specifications.

The Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

C4.2 NATURE OF GROUND AND SUBSOIL CONDITIONS

The ground conditions were not predetermined. It must be assumed, however, that excavations will be unstable and that these excavations will require shoring or other means of protection.

C4.3 FINISHING-OFF THE SITE

The site shall be finished-off in accordance with the specifications and to the satisfaction of the Employer's Agent.

APPENDIX A

LABOUR REPORTING

15.1.1 Actual Number of persons employed

Occupational Category	Total		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi-skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)

- Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
- Must include all occupational categories (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

15.1.1 Actual Number of persons employed

Occupational Category	Total		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi-skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)

- Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
- Must include all occupational categories (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

15.1.2. Average daily wage per category

Please note that the totals are calculated averages for the number of records submitted per category.

Occupational Category	Category Average	Adult		Youth		Disabled	
		Women	Men	Female	Male	Female	Male
		Daily wage	Daily wage	Daily wage	Daily wage	Daily wage	Daily wage
Clerical							
Labourer							
Managerial							
Semi-skilled							
Skilled							
Supervisor							
Average of the Daily Wage							

15.2.1 Non-Accredited Training

Training Type	Total		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons Trained	Training Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Administration														
Technical														
Life skills/ ISD														
Literacy & Numeracy														
Vocational Skills														
Business Skills														
Total Training														

15.2.2 Accredited Training

Training Type	Total		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons Trained	Training Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Administration														
Technical														
Life skills/ ISD														
Literacy & Numeracy														
Vocational Skills														
Business Skills														
Total Training														

Training Type	If Accredited		
	NSB Number	NQF Level	ETQA/CETA
Administration			
Technical			
Life skills / ISD			
Literacy & Numeracy			
Vocational Skills			
Business Skills			
Total Training			

Note:

NQF Level of Training

Level 1 – General Education and Training
Level 2,3,4 - Further Education and Training
Level 5 - Higher Education and Training

NSB Number:

NSB 01: Agriculture and Nature Conservation
NSB 02: Culture and Arts
NSB 03: Business, Commerce and Management Studies
NSB 04: Communication Studies and Language
NSB 05: Education, Training and Development
NSB 06: Manufacturing, Engineering and Technology
NSB 07: Human and Social Studies

NSB 08: Law, Military Science and Security
NSB 09: Health Science and Social Services
NSB 10: Physical, Mathematical, Computer and Life Sciences
NSB 11: Services
NSB 12: Physical Planning and Construction

Please remember to include all the EME's that worked on the project since it started. Then add all the person days and all the funds paid to each EME since the start of the project, and only record the latest total in the table.

For example, if an EME completed all their work during the first reporting period, the name and details of that EME must be added to every subsequent report.

EME	Information about the EME. (If it is a subsidiary: provide information for whole group and not for the EME only)		Information about the work on the PROJECT			
	Name of EME	No. of permanent employees	Turnover previous 12 months	Total no. of person days to date	Amount paid to EME to date. (Total)	Person days locally sourced: 0-25% 26-50% 51-75% 75-100%

Note that Black Economic Empowerment (BEE) Organisations are referred to in the table below as Affirmable Business Enterprises (ABE's).

The definition of an ABE is as per the Department of Public Works definition: *A sole trader, partnership or legal entity which adheres to statutory labour practises, is registered with South African revenue Services and is a continuing and independent enterprise for profit, providing a commercially useful function and for which at least two thirds (67%) is owned by one or more PDI's and whose management and daily business operations are in control of one or more PDI's who effectively own it, and provided that the annual average turnover excluding VAT, does not exceed the maximum values given for each respective ABE category.*

Please remember to include all the ABE's that worked on the project since it started. Then add all the person days and all the funds paid to each ABE since the start of the project, and only record the latest

ABE	Information about the abe. (If it is a subsidiary: provide information for whole group and not for the ABE only)		Information about the work on the PROJECT				
	Name of ABE	No. of permanent employees	Turnover previous 12 months	Total no. of person days to date	Amount paid to ABE to date. (Total)	Person days locally sourced: 0-25% 26- 50% 51-75% 75-100%	Total value of work: EME Involvement

LABOUR MONTHLY SUMMARY SHEET													
Name of Contractor													
Project Name													
Project Number		No of Working Days: Maximum including training = 23 days per month											
Applicable Month													
Number of workers	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code	
1										0			
2										0			
3										0			
4										0			
5										0			
6										0			
7										0			
8										0			
9										0			
10										0			
11										0			
12										0			
13										0			
14										0			
15										0			
16										0			
17										0			
18										0			
19										0			
20										0			
20	Totals for month							0	0	0			
Signature Consultant													

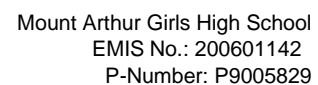
BENEFICIARY LIST

Name of Contractor
Project Name
Project Number
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Signature of CLO



Contractor Name
Period
Project Number
Month:

[illegible]

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of monies



Mount Arthur Girls High School
EMIS No.: 200601142
P-Number: P9005829

Name of Contractor:

Project Name:

Project Number:

Month: _____

P=Public Holiday

 $2 = \text{Training}$

A=Absent

L=Leave

SC=Site Closed

SL=Sick Leave

[illegible]

Signature of CLO

Week 1 -2: Signature of Contractor Organisation

Week 3-4: Signature of Contractor Organisation

TRAINING DATA

Contractor
Project Name
Project Number
Month:

	Surname	Initials	ID Number	Birth Date	Training Pprovider	Course Name	Course code	Cost of course	Accredited/ non-accredited	Number of training days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
20										0

Signature CLO

APPENDIX B

DRAWINGS