land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: CONMP0004 (2026/2027)
A Tender for Category 6GB OR higher CIDB Registered Contractors

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

Name of Tenderer (Bidding Entity) _____

Provide full name i.e. (CC, Pty Ltd, JV, Sole Proprietor): _____

Name of duly authorised person: _____

Address of Tenderer: _____

_____

Tel. Number: _____

Cell number: _____

Fax number: _____

E-mail: _____

Receipt number: _____

National Treasury CSD Registration Number: _____

ISSUED BY:
Director: Finance and Supply Chain Management Services
Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: (013) 754 8000/8066

PREPARED BY:
Directorate: Rural Infrastructure Development
18 Nel Street, Block D, 4th Floor
Bateleur Building
Nelspruit, 1200
Tel: 013 754 8134/8122

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: CONMP0004 (2026/2027)
A Tender for Category 6GB OR higher CIDB Registered Contractors

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: CONMP0004 (2026/2027)

A Tender for Category 6GB OR higher CIDB Registered Contractors

THE TENDER

For the

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE.

CLOSING DATE: 24 NOVEMBER 2026
CLOSING TIME: 11:00AM

ISSUED BY:
Director: Finance and Supply Chain Management Services
Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: (013) 754 8000/8066

PREPARED BY:
Directorate: Rural Infrastructure Development
18 Nel Street, Block D, 4th Floor
Bateleur Building
Nelspruit, 1200
Tel: 013 754 8134/8122

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

Tender/Contract No.: CONMP0004 (2026/2027)

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE.

A TENDER FOR CATEGORY 6GB OR HIGHER REGISTERED CONTRACTORS

Bids will only be considered for acceptance (regarded as being responsive) if the below mentioned requirements were met:

Please indicate **YES** or **NO** ✓ Place a Tick in the appropriate column	**YES**	**NO**
(a) Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and Preferential Procurement Regulation, 2022 will be applied. The 80/20 Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for specific goals. **To claim maximum points bidder to provide proof for each point claimed as guided below:** • Historically Disadvantaged Individuals (HDI) – Attach copy of Identity Document (ID) and company registration document • Who is female- Attach copy of Identity Document (ID) and company registration document • Who has a disability – Attach a certified copy or original doctor's letter confirming the disability • Who is youth (A person that is not older than 35 years on the closing date of a bid) Attach copy of Identity Document (ID) and company registration document • Specific goal: Locality – promotion of enterprises with a principal place of business in **Nkangala District** Municipality, Mpumalanga (a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or (b) a valid lease agreement from the lessor or (c) a letter on the letterhead of the ward councilor/traditional authority/council that must be signed, stamped and dated. **The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.**		

(b) <u>Evaluation for mandatory criteria</u> Only those 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 designation determined in accordance with the sum tendered for an **6GB or Higher** class of construction work, are eligible to submit tenders; Joint Ventures are eligible to submit tenders provided that they comply with all three of the following conditions: **Every member of a joint venture** is registered with the CIDB. **The lead partner** has a contractor grading designation of not lower than one level below the required grading designation of **<u>6GB</u> or higher** class of construction work. **The Combined contractor** grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a Contractor designation determined in accordance with the sum tendered for a **<u>6GB</u> or higher** class of construction work, or a value determined in accordance with regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. **Tenderers are also requested to indicate their CRS number/s of the registered contractor/s as well as their Joint Venture partner/s (if applicable) in the tender document.**		
Attendance of the **<u>Compulsory Tender Clarification meeting</u>**.		
Form of Offer must be **fully** completed and signed by duly authorised person.		
Corrections in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used on the tendered total carried to the Form of Offer, the tender will not be considered.		
In the event of mistakes having been made on the Form of Offer, it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial at each and every price alteration.		
<u>Letter of authorisation</u> to sign the Form of Offer and where required in tender document. In the case of a **<u>one-person</u>** concern submitting a tender, this shall be clearly stated on the letter head. In the case of a **<u>JOINT VENTURE</u>** submitting a tender, include a resolution of **<u>each company</u>** of the Joint Venture **<u>together</u>** with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." **i.e. the Joint Venture must submit a resolution from each member of the Joint**		

Venture plus a resolution of the Joint Venture authorising the signatory, and must identify the lead partner.		
Letter of good standing from the Compensation Fund, Department of Employment and Labour (COIDA) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with the Compensation Fund (Department of Employment and Labour) or with a licensed compensation insurer. The Tenderer must submit a valid letter of good standing for building construction related work with the tender. The successful tenderer must provide a current letter of good standing before site handover (Construction Regulations, 2014, regulation 5(1)(j)). In the event of the Tenderer being a joint venture/consortium, the letter of good standing for **Building Construction** related projects of the individual members must also be provided.		
Are all addenda issued complete and returned (if applicable)		
Non mandatory Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid. In bids where a consortia/Joint Venture/sub-contractors are involved each party must submit a separate CSD number and SARS TCS PIN. Tax compliance status will be verified on the CSD; a tenderer whose tax status is non-compliant will be given 7 working days to rectify it before award.		
Tenderers are requested to adhere with colour identification of component documents must be undertaken in accordance with the provisions of SANS 10403 when binding the document for submission. SANS 10403 suggests that for ease of identification of the various sections, **each section may be printed on different coloured paper or be separated with coloured paper**. Where this is done, the colours for each subcomponent should be as indicated below (Document) layout.		

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	**TENDERING PROCEDURES** SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA SECTION T1.2.1: CONDITIONS OF TENDER SECTION T1.2.2: TENDER DATA SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER	 WHITE PINK PINK PINK WHITE
PART T2	**RETURNABLE DOCUMENTS** SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	 YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	**AGREEMENT AND CONTRACT DATA** SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA (INCLUDING JBCC AMENDMENTS AND SPECIAL CONDITIONS) SECTION C1.3: PERFORMANCE GUARANTEE AND GUARANTEE FOR MATERIALS (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))	 YELLOW YELLOW YELLOW YELLOW
PART C2:	**PRICING DATA** SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	 YELLOW YELLOW
PART C3:	**SCOPE OF WORKS** SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: ENGINEERING SECTION C3.3: DRAWINGS SECTION C3.4: DESIGN PROCEDURES SECTION C3.5: PROCUREMENT SECTION C3.6: CONSTRUCTION VARIATIONS TO STANDARDIZED SPECIFICATIONS PARTICULAR SPECIFICATIONS SECTION C3.7: MANAGEMENT	 BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE
PART C4:	**SITE INFORMATION**	GREEN

TABLE OF CONTENTS

Reference		Colour	Page No
Volume 1:			
THE TENDER			**1**
PART T1:	**TENDERING PROCEDURES**		9
	Section T1.1: Tender Notice and Invitation to Tender	White	10-13
	Section T1.2: Tender Data	Pink	14
	Section T1.2.1: Conditions of Tender	Pink	14
	Section T1.2.2: Tender Data	Pink	14-31
	Section T1.2.3: CIDB Standard Conditions of Tender	White	32-48
PART T2:	**RETURNABLE DOCUMENTS**		49
	Section T2.2: Returnable Documents	Yellow	50-89
PART C1:	**AGREEMENT AND CONTRACT DATA**		90
	Section C1.1: Form of Offer & Acceptance	Yellow	91-94
	Section C1.2: Contract Data	Yellow	95-108
PART C2:	**PRICING DATA**		109
	Section C2.1: Pricing Instructions	Yellow	110-114
	Section C2.2: Bills of Quantities	Yellow	115-124
PART C3:	**SCOPE OF WORKS**		125-227
PART C4:	**SITE INFORMATION**		228

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T1: TENDERING PROCEDURES

For a proposed contract between

Department of Land Reform and Rural Development
(the Employer)

and

(the Contractor)

for **APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE**

Documentation prepared by: **Rural Infrastructure Development**

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

TENDER/CONTRACT NO.: CONMP0004 (2026/2027)

INVITATION AND SCOPE OF WORK:

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board **(CIDB)** and should have a minimum CIDB Contractor grading of **6GB or higher**.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and Preferential Procurement Regulation, 2022 will be applied. The **80/20** Preference Point system will be applied where a maximum of **Eighty (80)** tender adjudication points will be awarded for price and **Twenty (20)** points will be awarded for specific goals.

Tenders will first be evaluated for functionality. Tenderers who score less than 60 out of 100 points for functionality will not be evaluated further. Responsive tenders that meet the functionality threshold will then be evaluated in terms of the 80/20 preference point system (80 points for price and 20 points for specific goals).

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 of SBD 6.1 form as may be supported by proof/ documentation stated in the conditions of this tender

NB: In terms of clause C.2.18 of the Tender Data, the Department may request tenderers to submit their latest audited (or independently reviewed) financial statements within the period stated in the request.

This tender is advertised and can be downloaded on the National Treasury eTender Portal www.etenders.gov.za, the CIDB i-Tender system and on the Departmental website www.dlrrd.gov.za (under advertised tenders). The award will be registered on the CIDB Register of Projects within 21 working days of acceptance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Department of Land Reform and Rural Development Offices:

NELSPRUIT
17 Van Rensburg, Bateleur Building
6th Floor, Block E
Nelspruit

Ms. B Ramanyimi
Tel: (013) 754 8000/8066
Banele.Ramanyimi@dlrrd.gov.za

A COMPULSORY TENDER CLARIFICATION MEETING will be held on:

Date: 06 November 2026 (Friday)
Venue: Pardeplaats farm hall, Emakhazeni, Mpumalanga along N4 road from Middelburg towards Belfast about 14km from the Carolina off-ramp.
Time: 11h00
GPS Coordinates: Latitude : - 25°44'34.81"S
Longitude : 30° 0'25.09"E
Google Search bar : -25.743009° 30.007192° - Search

The lowest or any **TENDER WILL NOT NECESSARILY BE ACCEPTED, AND THE DEPARTMENT RESERVES THE RIGHT to accept the tender as a whole or in part.**

The closing date and time for the receipt of completed bid documents are **TUESDAY , 24 NOVEMBER 2026 at 11h00.**

NB: For the site clarification meeting the following officials can be contacted:

Ms C N Machete	or	Mr. MA Mamabolo
Tel: 071 931 8201 or 013 754 8134		Tel: 083 565 2461 or 013 754 8122
Email : Nolubabalo.Machete@dlrrd.gov.za		Email: Mahlatse.Mamabolo@dlrrd.gov.za

Tenders must remain valid for a period of 90 **days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES, DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT** and must be submitted in the tender box situated at:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in NELSPRUIT.

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Ms. NC Machete	or	Mr. MA Mamabolo
Tel: 071 931 8201 or 013 754 8134		Tel: 083 565 2461 or 013 754 8122
Email : Nolubabalo.Machete@dlrrd.gov.za		Email: Mahlatse.Mamabolo@dlrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Ms. B Ramanyimi
17 Van Rensburg, Bateleur Building
6th Floor, Block E
Nelspruit
1200

Tel: (013) 754 8000/8066
Email: Banele.Ramanyimi@dlrrd.gov.za

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

Failure to meet the mandatory requirements required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

MAP TO TENDER BOX

TENDER/CONTRACT NO. CONMP0004 (2026/2027)

CLOSING DATE: TUESDAY , 24 NOVEMBER 2026 at 11:00AM

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

TENDERS RECEIVED LATE AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Tender documents **must** be deposited in the box which is identified as the tender box of the:

Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in NELSPRUIT.

THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE TENDER BOX WILL BE CLOSED AT 11H00 ON TUESDAY , 24 NOVEMBER 2026, WHICH IS THE CLOSING TIME OF THE TENDER.

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender – August 2019** as contained in **Section T.1.2.3**.

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 August 2019** to which it mainly applies.

SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.
The additional Conditions of Tender are:

Item		**Data**
C.1	**GENERAL**	**ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**
C.1.1	**Actions**	The Employer is the "**Department of Land Reform and Rural Development**". The term "bid" in the context of this standard is synonymous with term "tender".
C.1.2	**Tender Documents**	The tender documents issued by the Employer comprise: Part T1 Tendering Procedures (T1.1 Tender Notice and Invitation to Tender; T1.2 Tender Data); Part T2 Returnable Documents; Part C1 Agreements and Contract Data; Part C2 Pricing Data (C2.1 Pricing Instructions; C2.2 Bills of Quantities); Part C3 Scope of Works (including the drawings listed in the drawing register in C3.3); Part C4 Site Information; and any addenda issued during the tender period.
C.1.3	**Interpretation**	Add the following new clause: "1.3.3" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
C.1.4	**Communication and Employer's Agent:**	
	The *Employer's Agent* is:	Contact : Mr MA Mamabolo Address : 18 Nel Street, Bateleur Building, 4th Floor, Block D, Nelspruit, 1200 Tel : 013 754 8122 E-mail : mahlatse.mamabolo@dlrrd.gov.za

Item		Data
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.2.1	**Eligibility:**	Only those 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 designation determined in accordance with the sum tendered, or a value determined in accordance with regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **6GB or Higher** Classes of construction work, are eligible to submit tenders. **Joint ventures are eligible to submit tenders provided that:** 1. Every member of a joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation not lower than one level below the required grading designation in the a **6GB or Higher** class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6GB or higher** class of construction work or a value determined in accordance with regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations is eligible to submit tenders.
C.2.2	**Cost of Tendering:**	Add the following to the clause: "Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."
C.2.5	**Reference documents:**	JBCC Principal Building Agreement (Edition 6.3 - June 2024) published by the Joint Building Contracts Committee (JBCC).This document is obtainable separately. Tenderers, Contractors and Subcontractors shall obtain their own copies for tendering purposes and for use for the duration of the Contract and shall bear all costs in this regard. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended, including all Regulations promulgated thereunder, with specific reference to the Construction Regulations, 2014.This document is obtainable separately and Tenderers shall obtain their own copies. National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), as amended. This document is obtainable separately and Tenderers shall obtain their own copies. Applicable South African National Standards (SANS), South African National Specifications, SABS Codes of Practice, Industry Standards and Technical Guidelines relevant to the Works.These documents are available separately from the South African Bureau of Standards (SABS) and other relevant issuing authorities. Tenderers shall obtain their own copies.

Item		Data
C.2.7	**Clarification meeting:**	The arrangements for a **compulsory clarification meeting** are as stated in the Tender Notice and Invitation to Tender. **Date: 06 November 2026** **Venue: Pardeplaats farm hall, Emakhazeni, Mpumalanga along N4 road from Middelburg towards Belfast about 14km from the Carolina off-ramp.** **Time: 11h00** GPS Coordinates: Latitude : 25º 44' 34.81" S Longitude: 30º 0' 25.09" E. Google Search bar :-25.743009, 30.007192 - Search Tenderers must sign the attendance register/ list in the name of the tendering entity.
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.2.8	**Seek clarification:**	"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least **10 (Ten) working days** before the closing time stated in the foregoing notice and clause 2.15."
C.2.9	**Insurance:**	Add the following to the clause: "Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that it has allowed in its tender for the insurances that the Contractor is required to effect in terms of the Contract Data, namely Contract Works insurance of the contract sum plus 10% (including VAT) and Public Liability insurance of R 5 000 000.00 **The Employer will not provide for any insurance as it will be provided for by the Contractor.**
C.2.11	**Alterations to documents:**	**Add the following to the clause:** **"In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the FORM OF OFFER and be accompanied by an initial.** Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used on the tendered total carried to the Form of Offer, the tender will not be considered. **The Department will reject the bid if the above conditions are not adhered to.**
C.2.13	**Submitting a tender offer**	

Item		Data
	C.2.13.1	**Submit one tender offer only, either as a single tendering entity or as a member in a joint venture** to provide the whole of the works identified in the contract data and described in the scope of works. Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	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. Only one original tender offer is required; no copies are required.
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
	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 authorised signatories liable on behalf of the tenderer. Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head. In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a **JOINT VENTURE** submitting a tender, include a resolution of **each company** of the Joint Venture **together** with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." **i.e. the Joint Venture must submit a resolution from each member of the Joint Venture plus a resolution of the Joint Venture authorising the signatory, and must identify the lead partner.** **Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

Item		Data
	C.2.13.5	Seal the tender offer and submit **ONLY** to the below mentioned address: The Employer's address for delivery of tender offers: **Department of Land Reform and Rural Development** **17 Van Rensburg Street, Bateleur Building** **6th Floor, Block E** **Nelspruit** **Sixth (6th)Floor Tender Box** **<u>SUBMITTING OF TENDERS – PLEASE NOTE</u>: Tenders can only be submitted in the Tender Box in Nelspruit**
	C.2.13.6	A two-envelope procedure will NOT be followed.
	C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.2.14	**Information and Data to be completed in all respects:**	Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.8 (Form H). Accept that the Employer is restricted in accordance with regulation 5(1)(h) of the Construction Regulations, 2014**,** to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.
C.2.15	**Closing time:**	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	**Tender offer validity:**	The tender offer validity period is **<u>90</u>** days. Add the following to the clause: "If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."
C.2.17	**Clarification of tender offer after submission**	The Tenderer shall 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.

Item		Data
C.2.18	**Provide other material**	The Tenderer shall 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.2.19	**Inspections, tests and analysis:**	The Tenderer must provide access during working hours to his premises for inspections on request.
C.2.20	**Submit securities, bonds and policies:**	If requested, submit for the employer's acceptance before formation of the contract, all securities,bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.2.23	**Certificates:**	The following certificates/ information may be provided with the tender offer: a) Copy of Certificate of Incorporation (if tenderer is a Company), i.e. CIPC registration certificate (CoR14.3) and current CIPC disclosure of directors (CoR39 or CIPC printout) b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) working days from the date of notification.
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	**Canvassing and obtaining of additional information by tenderers:**	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."

Item		Data
"2.25	**Awards to close family members of persons in the service of the state**	In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in **Section T2.2.6 – Form F** must be completed."
C.2	**TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
"2.26	**TAX**	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. Where no tcs is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided. **Bids received from bidders with a non-compliant tax status may be disqualified in the event of failing to update the Tax Status within 7 working days.**
"2.27	**CSD –National Treasury Central Supplier Database (CSD) Registration**	Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes)..
"2.28	**Local Labour**	It is a requirement of this contract that at least 80% of the unskilled labour employed on the Works be local labour from the Target Area defined in Form R (Section T2.2.18), using labour-intensive construction methods where specified. Of the total labour employed, the employment targets are 55% women and 40% youth (persons up to and including 35 years). Where available in the local area, at least 40% of skilled labour positions shall be allocated to NARYSEC youth.

<table>
<tr><th colspan="2">Item</th><th>Data</th></tr>
<tr><td>“2.29”</td><td>Specific Goals</td><td>
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 the table below as may be supported by proof/ documentation stated in the conditions of this tender: Specific goals for the tender and points claimed are indicated per the table below.
<table>
<tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th><th>Percentage ownership equity (To be completed by the tenderer)</th><th>Number of point claimed (80/20 system) (To be complete by the tenderer)</th></tr>
<tr><td>I. Historically Disadvantaged Individuals (HDI)</td><td>8</td><td></td><td></td></tr>
<tr><td>II. Who is female</td><td>5</td><td></td><td></td></tr>
<tr><td>III. Who has a disability</td><td>2</td><td></td><td></td></tr>
<tr><td>IV. Specific goal: Youth</td><td>2</td><td></td><td></td></tr>
<tr><td>V. Specific goal: Locality (promotion of enterprises located in Nkangala District Municipality Mpumalanga Province)</td><td>3</td><td></td><td></td></tr>
</table>
</td></tr>
</table>

Item		Data
		• Historically Disadvantaged Individuals (HDI) – Attach copy of Identity Document (ID) and company registration document • Who is female- Attach copy of Identity Document (ID) and company registration document • Who has a disability – Attach a certified copy or original doctor's letter confirming the disability • Who is youth (A person that is not older than 35 years on the closing date of a bid) Attach copy of Identity Document (ID) and company registration document • Specific goal: Locality – promotion of enterprises with a principal place of business in Nkangala District Municipality, Mpumalanga (a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or (b) a valid lease agreement from the lessor or (c) a letter on the letterhead of the ward councilor/traditional authority/council that must be signed, stamped and dated. **The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals. Points for HDI, female, disability and youth are calculated as: percentage ownership equity × points allocated ÷ 100. Locality: 3 points where the proof shows a principal place of business in Nkangala District Municipality, otherwise 0 points. The Department will verify each claim against the proof submitted and award the points so verified.** **These specific goals are set in accordance with the Department's Preferential Procurement Policy.**
C.3	**THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.3.1	**Respond to requests from the Tenderer:**	Replace the contents of the clause with the following: "Respond to a request for clarification received up to **ten (10) working days** before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"
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 **ten (10) 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 drew 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	**THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	

Item		Data
C.3.4	**Opening of tender submissions:**	A two-envelope procedure will **NOT** be followed. The closing date and time for receipt of tenders is: **24 November 2026 at 11h00.** Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the: **DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**. Tenders **must** be submitted in the tender box situated **in NELSPRUIT:** **Department of Land Reform and Rural Development** **17 Van Rensburg Street, Bateleur Building** **6th Floor, Block E** **Nelspruit** **Sixth Floor Tender Box** **Only tenders submitted to this tender box will be opened/ considered.** **C.3.4.2: Read "points claimed for specific goals" in place of "number of points claimed for its BBBEE status level".** **SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in NELSPRUIT.** **Clause 3.6, 3.7 and 3,8 from standard conditions of tender**
C3.6	**Non-disclosure**	Not to disclose 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.
C3.7	**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.

Item		Data
C3.8	**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.
C3.9.1	**Arithmetical errors, omissions and discrepancies**	a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern (as in the Standard Conditions of Tender).

Item		DATA
C.3	**THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER**	
C.3.11	**Evaluation of Tender offers:**	Tenders will be evaluated in terms of the evaluation criteria stipulated below: **(a) Evaluation for Mandatory criteria** **(b) Evaluation in terms of Functionality** **(c) Evaluation in terms of 80/20 specific goals point system as prescribed in the Preferential Procurement Regulations 2022.** **(a) Evaluation for mandatory criteria** • **Refer to Part T2 returnable schedule**

<table>
<tr><th>ITEM</th><th colspan="2">DATA</th></tr>
<tr><td>C.3</td><td colspan="2">THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</td></tr>
<tr><td>C.3.11</td><td>Evaluation of Tenders:</td><td>
(b) Evaluation in terms of Functionality
Each of the evaluation criteria will be assessed in terms of the indicators/ values being:

0= No Information, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.
Quality (functionality) will be scored on those tenders regarded as being responsive.
The CRITERIA to be applied in evaluating the proposal is set out in the table below:
<table>
<tr><th>Criterion</th><th>Weight</th><th>Value</th><th>Comment / Remarks</th></tr>
<tr><td>Successful completion of projects of a similar nature, scope and value (building construction). (Section T2.2.8:Form H)</td><td>50</td><td></td><td></td></tr>
<tr><td>Relevant plant and equipment (Section T2.2.7: Form G)</td><td>05</td><td></td><td></td></tr>
<tr><td colspan="4">Management structure(Attach signed CV's and certified copies of qualifications)</td></tr>
<tr><td>Site Agent :NQF Level 6 or higher qualification in the Built Environment experience as a Site Agent undertaking building projects.
(Section T2.2.10: Form J)</td><td>15</td><td></td><td></td></tr>
<tr><td>Project Manager :
NQF Level 7 or higher qualification in the Built Environment as a Pr CPM or Pr CM professionally registered with SACPCMP.
(Section T2.2.10: Form J)</td><td>20</td><td></td><td></td></tr>
<tr><td>OHS Officer NQF level 6 in Health and Safety or Environmental Studies Qualification with post-qualification experience as scored in the evaluation schedule, registered with SACPCMP as CHSO or CHSM
(Section T2.2.10: Form J)</td><td>10</td><td></td><td></td></tr>
<tr><td>Total</td><td>100</td><td></td><td></td></tr>
</table>
The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than <u>60 out of 100 points</u> for functionality will not be considered further.
</td></tr>
</table>

EVALUATION SCHEDULE

No	Functionality Criteria – Tender Rating Matrix		A Tenderer rating (score 0-5)	B Weighting
1	Successful completion of projects of a similar nature within the past **10 years.** (**Section T2.2.8:Form H**)	**Five (5) or more** similar nature projects executed by the contractor **in the past 10 years**	**5**	**50**
		Four (4) similar nature projects executed by the contractor **in the past 10 years**	**4**	
		Three (3) similar nature projects executed by the contractor **in the past 10 years**	**3**	
		Two (2) similar nature projects executed by the contractor **in the past 10 years**	**2**	
		One (1) similar nature project executed by the contractor **in the past 10 years**	**1**	
		No similar nature projects executed by the contractor **in the past 10 years**	**0**	

Tenderers should have completed General Building projects of similar nature,with minimum value of R 6,000,000.00 each in the last 10 years. Bidders are required to attach appointment letters, completion certificates and FORM S (signed and stamped by previous Client). Failure to submit / attach appointment letters, completion certificates and FORM S (signed and stamped by previous Client) for the projects will result in the bidder not being awarded points.

2. RELEVANT PLANT AND EQUIPMENT RESOURCES:

Tenderers are required to demonstrate that they have necessary relevant equipment, facilities and plant to be used during construction and project implementation.

Up to maximum of 05 Points shall be awarded to the tenderers for these criteria.

Signed letter of committment for plant resources required to complete the project, and/or proof that such plant or equipment will be hired.

Failure to provide proof of resources as indicated on section T2.2.7, Form G ,signed letter of committment and/or letter to hire, will result in the tenderer being scored 0 (no points)

The plant/ equipment/ resources required are:

1.TLB
2. Rammer/Plate Compactor
3. Scaffolding
4. Light delivery Vehicle
5. Tipper truck

2	Relevant plant and equipment **(Section T2.2.7:**	No required plant or equipment listed with proof	**No Submission (Score 0)**	**05**
		1 of the 5 required items listed with proof	**1**	
		2 of the 5 required items listed with proof	**2**	
		3 of the 5 required items listed with proof	**3**	
		4 of the 5 required items listed with proof	**4**	
		All 5 required items listed with proof	**5**	

SITE AGENT				
3	No. of Years of Experience of Site Agent **(Section T2.2.10, Form J)**	**NQF Level 6 or higher qualification** in the Built Environment with more than 7 years' post qualification experience as a Site Agent undertaking building projects.	**5**	**15**
		NQF Level 6 or higher qualification in the Built Environment with more than 5 up to 7 years' post qualification experience as a Site Agent undertaking building projects.	**4**	
		NQF Level 6 or higher qualification in the Built Environment with more than 3 up to 5 years' post qualification experience as a Site Agent undertaking building projects.	**3**	
		NQF Level 6 or higher qualification in the Built Environment with more than 1 up to 3 years' post qualification experience as a Site Agent undertaking building projects.	**2**	
		NQF Level 6 or higher qualification in the Built Environment with 1 year post qualification experience as a Site Agent undertaking building projects.	**1**	
		No CV/information submitted	**0**	
		NB: The candidate must submit a detailed signed CV. <u>The information of the candidate must be completed on Form J.</u> Failure to attach the aforesaid will result in the bidder not being awarded points. Information must be completed on Form J.		
		Project Manager		**20**
4	No. of Years of Experience of Project Manager **(Section T2.2.10, Form J)**	**NQF Level 7 or higher qualification** in the Built Environment with more than **7 years'** post qualification experience as a Pr CPM or Pr CM professionally registered with SACPCMP.	**5**	
		NQF Level 7 or higher qualification in the Built Environment with more than **5 up to 7 years'** post qualification experience a Pr CPM or Pr CM professionally registered with SACPCMP.	**4**	
		NQF Level 7 or higher qualification in the Built Environment with more than **3 up to 5 years'** post qualification experience a Pr CPM or Pr CM professionally registered with SACPCMP.	**3**	
		NQF Level 7 or higher qualification in the Built Environment with more than **1 up to 3 years'** post qualification experience a Pr CPM or Pr CM professionally registered with SACPCMP.	**2**	
		NQF Level 7 or higher qualification in the Built Environment with **1 year** post qualification experience a Pr CPM or Pr CM professionally registered with SACPCMP.	**1**	
		No CV/information submitted	**0**	
		NB: The candidate must submit a detailed signed CV. <u>The information of the candidate must be completed on Form J.</u> Failure to attach the aforesaid will result in the bidder not being awarded points. Information must be completed on Form J. **NB: This Sub Criteria covers the general average experience of the proposed Project Manager in the built environment**		

	SAFETY OFFICER (CHSO or CHSM)		
No. of Years of Experience of Safety Officer (Section T2.2.10, Form J)	**NQF level 6 in Health and Safety or Environmental Studies** Qualification with more than **7 years'** post qualification experience as a CHSO or CHSM professionally registered with SACPCMP.	**5**	**10**
	NQF level 6 in Health and Safety or Environmental Studies Qualification with more than **5 up to 7 years'** post qualification experience a **CHSO or CHSM** professionally registered with SACPCMP.	**4**	
	NQF level 6 in Health and Safety or Environmental Studies Qualification with more than **3 up to 5 years'** post qualification experience a CHSO or CHSM professionally registered with SACPCMP.	**3**	
	NQF level 6 in Health and Safety or Environmental Studies Qualification with more than **1 up to 3 years'** post qualification experience a CHSO or CHSM professionally registered with SACPCMP.	**2**	
	NQF level 6 in Health and Safety or Environmental Studies Qualification with **1 year** post qualification experience a CHSO or CHSM professionally registered with SACPCMP.	**1**	
	No CV/information submitted	**0**	
	NB: This Sub Criteria covers the general average experience of the proposed Safety Officer. <u>The information of the candidate must be completed on Form J.</u> Failure to attach the aforesaid will result in the bidder not being awarded points. Information must be completed on Form J.		
	TOTAL POINTS		**100**

c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

Apply the **80/20 Preference Point system** where a maximum of **Eighty (80**) tender adjudication points will be awarded for **price**. **Twenty (20) points** will be awarded for **specific goals** in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) for and Preferential Procurement Regulation, 2022. See section **T2.2.2, Form B** for the Preference model.

Specific Goals

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 clause 2.29 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Historically Disadvantaged Individuals (HDI)	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality promotion of enterprises located in **Nkangala District Municipality Mpumalanga Province**)	3		

Bidders who wish to claim points in terms of the table in clause 2.29 above (SBD 6.1 paragraph 2.12) need to provide proof for each point claimed as guided below:

- .
  - Historically Disadvantaged Individuals (HDI) – **Attach copy of Identity Document (ID) and company registration document**
  - Who is female- Attach copy of Identity Document (ID) and company registration document
  - Who has a disability – **Attach a certified copy or original doctor's letter confirming the disability**
  - Who is youth (A person that is not older than 35 years on the closing date of a bid) **Attach copy of Identity Document (ID) and company registration document**
  - Specific goal: **Locality** – **promotion of enterprises with a principal place of business in Nkangala District Municipality, Mpumalanga**
    a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
    b) a valid lease agreement from the lessor **or**
    c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

C.3.13	**Acceptance of tender offer:**	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of section 8(2) of the Public Administration Management Act, 2014 (Act No. 11 of 2014), regulation 13(c) of the Public Service Regulations, 2016, and Treasury Regulation 16A issued in terms of the Public Finance Management Act, 1999.
C.3.17	**Provide copies of the contract**	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
	Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the **Contractor** shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations.

Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included **in Part C1.4** of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, before site handover (Construction Regulations, 2014, regulation 5(1)(j)).

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender (August 2019) as contained in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts

TABLE OF CONTENTS

C.1 GENERAL……24

C.1.1 Actions ……24
C.1.2 Tender documents……24
C.1.3 Interpretation……24
C.1.4 Communication and Employer's agent……25
C.1.5 Cancellation and Re-Invitation of Tenders……25
C.1.6 Procurement Procedures……25

C.2 TENDERER'S OBLIGATIONS…… 26

C.2.1 Eligibility…… 26
C.2.2 Cost of tendering…… 26
C.2.3 Check Documents …… 27
C.2.4 Confidentiality and copyright of documents…… 27
C.2.5 Reference documents…… 27
C.2.6 Acknowledge addenda…… 27
C.2.7 Clarification meeting…… 27
C.2.8 Seek Clarification…… 27
C.2.9 Insurance…… 27
C.2.10 Pricing of the Tender offer…… 27
C.2.11 Alterations to documents …… 28
C.2.12 Alternative tender offers…… 28
C.2.13 Submitting a tender offer…… 29
C.2.14 Information and data to be completed in all aspects…… 29
C.2.15 Closing time…… 29
C.2.16 Tender offer validity…… 29
C.2.17 Clarification of tender offer after submission…… 29
C.2.18 Provide other material…… 29
C.2.19 Inspections, tests and analysis…… 30
C.2.20 Submit securities, bonds, policies, ect…… 30
C.2.21 Check Final draft…… 30
C.2.22 Return of other tender documents…… 30
C.2.23 Certificates…… 30

C.3 THE EMPLOYER'S UNDERTAKINGS…… 30

C.3.1 Respond to requests from the tenderer…… 30
C.3.2 Issue Addenda…… 30
C.3.3 Return late tender offers…… 30
C.3.4 Opening of tender submissions…… 31
C.3.5 Two-envelope system…… 31
C.3.6 Non-disclosure…… 31
C.3.7 Grounds for rejection and disqualification…… 31
C.3.8 Test for responsiveness…… 31

C.3.9 Arithmetical errors, omissions and discrepancies…… 32
C.3.10 Clarification of a tender offer…… 32
C.3.11 Evaluation of tender offers…… 32
C.3.12 Insurance provided by the Employer…… 36
C.3.13 Acceptance of tender offer…… 36
C.3.14 Prepare contract documents…… 37
C.3.15 Complete adjudicator's contract…… 37
C.3.16 Registration of the award…….. 37
C.3.17 Provide copies of the contracts…… 37
C.3.18 Provide written reasons for actions taken…… 37

Annex C

Standard Conditions of Tender

C.1 General

Part T1. 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.

Part T2. C.1.3 Interpretation

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

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

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

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

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

Part T3. 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.

Part T4. 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.

Part T5. C.1.6 Procurement procedures

1. 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.

2. 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 C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

3. C.1.6.3 Proposal procedure using the two stage-system

A. 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.

B. 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

Part T6. 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.

Part T7. 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.

Part T8. C.2.3 Check documents

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

Part T9. 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.

Part T10. 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.

Part T11. 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.

Part T12. 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.

Part T13. 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.

Part T14. 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.

Part T15. 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.

Part T16. 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.

Part T17. C.2.12 Alternative tender offers

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

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

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

Part T18. C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for 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.

Part T19. 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.

Part T20. 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.

Part T21. 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".

Part T22. 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.*

Part T23. 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.

Part T24. 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.

Part T25. C.2.20 Submit securities, bonds and policies

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

Part T26. 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.

Part T27. C.2.22 Return of other tender documents

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

Part T28. 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

Part T29. 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.

Part T30. 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.

Part T31. 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.

Part T32. 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.

Part T33. 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.

Part T34. 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.

Part T35. 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.

Part T36. 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.

Part T37. C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Part T38. 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.

Part T39. 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

4. 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.

Part T40. 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.

Part T41. C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Part T42. 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.

Part T43. 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.

Part T44. 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.

Part T45. 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.

Part T46. 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.

PART T2: RETURNABLE DOCUMENTS

SECTION T2.1:
SECTION T2.2: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. THE MANDATORY DOCUMENTS LISTED BELOW MUST BE SUBMITTED WITH THE TENDER; A TENDER OMITTING ANY OF THEM WILL BE REGARDED AS NON-RESPONSIVE.

Clause referred to in Standard Conditions of Tender	Document
C.2.1	Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. Recent printout from CIDB website indicating the CRS number will also be accepted. **NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:** **Tenderer/Leading JV Partner** CRS Number: _____ Name of Company: _____ **JV Partner** CRS Number: _____ Name of Company: _____ **JV Partner** CRS Number: _____ Name of Company: _____ All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation not lower than one level below the required grading designation in the GB class of construction work. ***NB: Recent printout from CIDB website indicating the CRS number will also be accepted.**
C.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
C.2.11	"In the event of mistakes having been made on prices inclusive of VAT on the **FORM OF OFFER** it must be crossed out in ink at each and every price alteration and be accompanied by an initial". Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used on the tendered total carried to the Form of Offer, the tender will not be considered. **The Department will reject the bid if the above conditions are not adhered to**
C.2.13.4	Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.

	In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head. In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." **i.e. the Joint Venture must submit a resolution from each member of the Joint Venture plus a resolution of the Joint Venture authorising the signatory, and must identify the lead partner.** **Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.**
C3.8	Form of offer must be fully completed and signed by duly authorized person.
Additional mandatory requirement	**Letter of good standing from the Compensation Fund, Department of Employment and Labour (COIDA)** The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with the Compensation Fund (Department of Employment and Labour) or with a licensed compensation insurer. The Tenderer must submit a valid letter of good standing for building construction related work with the tender. The successful tenderer must provide a current letter of good standing before site handover (Construction Regulations, 2014, regulation 5(1)(j)). In the event of the **Tenderer being a joint venture/consortium**, the letter of good standing for **building and construction related projects of <u>individual members</u>** of the joint venture/consortium **must** be provided.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	**CONMP0004 (2026/2027)**	CLOSING DATE:	**24 NOVEMBER 2026**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Department of Land Reform and Rural Development.
17 Van Rensburg Street, Bateleur Building Block E
6th Floor
Nelspruit
1200

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Sixth Floor Tender Box in Nelspruit– MPUMALANGA.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. B Ramanyimi**	CONTACT PERSON	**Ms. C Machete / Mr. MA Mamabolo**
TELEPHONE NUMBER	**013 754 8000/8066**	TELEPHONE NUMBER	**071 931 8201 / 083 565 2461**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Banele.Ramanyimi@dlrrd.gov.za**	E-MAIL ADDRESS	**nolubabalo.machete@dlrrd.gov.za** **mahlatse.mamabolo@dlrrd.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**B.** ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVIAND, IF NOT, REGISTER ON THE CENTRAL SUPPLIER DATABASE AS STATED UNDER TAX COMPLIANCE REQUIREMENTS BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC PRINCIPAL BUILDING AGREEMENT (EDITION 6.3 - JUNE 2024) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN THE FORM OF OFFER AND ACCEPTANCE (PART C1.1).**
1.5. BID VALIDITY PERIOD IS 90 DAYS
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

TABLE OF CONTENT

SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

SECTION T2.2.6: FORM F: BIDDER'S DISCLOSURE (SBD 4)

SECTION T2.2.7: FORM G: SCHEDULE OF PLANT AND EQUIPMENT

SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

SECTION T2.2.11: FORM K: QUALITY MANAGEMENT SYSTEMS

SECTION T2.2.12: FORM L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

SECTION T2.2.13: FORM M: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

SECTION T2.2.14: FORM N: PRELIMINARY PROGRAMME

SECTION T2.2.15: FORM O: ESTIMATED MONTHLY EXPENDITURE

SECTION T2.2.16: FORM P: ALTERATIONS BY TENDERER

SECTION T2.2.17: FORM Q: SUPPLIER MAINTENANCE FORM

SECTION T2.2.18: FORM R: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

SECTION T2.2.19: FORM S: TENDERERS PERFORMANCE EVALUATION FORM

SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONNAIRE

SECTION T2.3: RETURNABLE SCHEDULES

SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided.

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐

2. If yes, indicate:

   (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

Name and address of proposed Sub-contractor		Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

SUB-CONTRACTING

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐

2. If yes, indicate:

   (i) What percentage of the contract will be Sub-contracted? ……%

   (ii) The name/s of the sub-contractor(s)? (1) ……

   (2) ……

   (3) ……

   (4) ……

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(iii) The CIDB grading, CSD number and specific-goal status (HDI / female / youth / disability / locality) of the sub-contractor(s)? ……..

Signature of person authorised to sign the tender: …….

Date: …….

SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD6.1)

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 JBCC PRINCIPAL BUILDING AGREEMENT (EDITION 6.3 - JUNE 2024), DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. 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 tender 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;

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 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).

2.2 To be completed by the organ of state

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

2.3 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.

2.4 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**

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 The Department will verify each claim for specific goals against the proof submitted and will award the points so verified. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.5 Locality

(a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
(b) a valid lease agreement from the lessor **or**
(c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated pointsin terms of this tender	**Number of points allocated (80/20 system)**	**Percentage ownership equity (To be completed by the tenderer)**	**Number of points claimed(80/20 system) (To be completed by the tenderer)**
I. HDI	**8**		
II. Who is female	**5**		
III. Who has a disability	**2**		
IV. Specific goal: Who is youth	**2**		
V. Specific goal: Locality **(Promotion of enterprises located in Nkangala District Municipality Mpumalanga Province.)**	**3**		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 8 points may be allocated to tenderers who are Historically Disadvantaged individuals (HDI): on the following basis:

• **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
• **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis: **3 points where the proof listed below shows that the tenderer has its principal place of business in Nkangala District Municipality; otherwise 0 points**.

(d) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
(e) a valid lease agreement from the lessor **or**
(f) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\min}\right)^{80/20}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: %

ii) The name of the sub-contractor: ……..

iii) Points claimed for HDI by the sub-contractor: .....……..

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: ……...

6.2. Company registration number: …….....

6.3. 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]

6.4. 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**: …… …… ……

SECTION T2.2.3: C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date:

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY- EXAMPLE ONLY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD S T A T I O N E R Y** , a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated. **PLEASE DO NOT COMPLETE THE BELOW EXAMPLE (TEMPLATE)**

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	Signature of *A.F Jones)*

Example

As witnesses:

1. .....

2. .....

Signature of person authorised to sign the tender: .....

Date: .....

N.B. A Joint Venture must submit a resolution from each member plus a resolution of the Joint Venture, in line with clause C.2.13.4 – Tender Data

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

Company	☐	Closed Corporation	☐	Partnership	☐
One-man concern	☐	Joint Venture	☐		

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

(a) Affix a certified copy of the CIPC registration certificate (CoR14.3) and CIPC disclosure of directors to this page.
(b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

(a) Affix a certified copy of the Founding Statement to this page.
(b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

(a) Affix certified copies of the CIPC registration documents (CoR14.3 / CK1 / CK2) of each member of the JV to this page.
(b) Affix the signed JV agreement naming the lead partner and each member's participation (%).

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes ☐ / No ☐ Registration nr.: .....

Signature of person authorised to sign the tender: .....

Date: .....

SECTION T2.2.6: FORM F: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

[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.

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

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

SECTION T2.2.7: FORM G: SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.
Proof of ownership (e.g. registration papers or purchase invoices) must be attached.

Quantity	Description, size, capacity, etc.
1	

Attach additional pages if more space is required.

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

Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date: .....

SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list in the spaces provided below the last **TEN YEARS (10)** similar nature contracts of similar scope, nature and size awarded to the contractor. This information shall be deemed to be material to the award of this tender.

NB: For each project listed (General building, minimum value R6 000 000 each, completed in the last 10 years), bidders are required to attach the appointment letter, the completion certificate and Form S signed and stamped by the previous client. Failure to attach these documents will result in the project not being scored.

Employer (Name, Tel No, Fax No)	Principal Agent / Client Representative (Name, Tel No, Fax No)	Nature Of Work (Type of building works) Example steel frame structure, brickwork etc	Value of Work (incl. VAT) Work	Year Completed
LIST COMPLETED PROJECTS IN THE LAST TEN YEARS				

Signature of person authorised to sign the tender: ....

Date: .....

SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I, ...

Representative of (Tenderer) .....

Of (address) .....

.....

.....

Telephone No: .....

Fax No: .....

Visited and carefully examined the Site on the ..... day of ..... 20 .....

In the company of (Principal Agents' representative) .....

Signature (Tenderer's Representative) .....

Signature (Principal Agents' Representative) .....

SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise the Contract. **Please attach signed CV's and copies of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

FAILURE TO ATTACH SIGNED CV'S AND COPIES OF QUALIFICATIONS WILL RESULT IN THE BIDDER NOT BEING AWARDED POINTS

		Weight
1. POSITION	**SITE AGENT**	**15**
Name and Surname		
Indicate the No. of Years of Experience in the Built Environment		
Formal Built Environment Qualifications: **(NQF Level 6) or higher**		
Post-qualification years of experience as Site Agent on building projects		
Currently Employed by Tenderer (Y/N)		
Signature		
2. POSITION	**PROJECT MANAGER**	**20**
Name and Surname		
Indicate the No. of Years of Experience in the Built Environment		
Formal Built Environment Qualification (NQF Level 7 or higher)		
SACPCMP registration category and number (Pr CPM / Pr CM)		
Post-qualification years of experience		
Currently Employed by Tenderer (Y/N)		
Signature		
3. POSITION	**CONSTRUCTION HEALTH & SAFETY OFFICER**	**10**
Name and Surname		
Is the proposed Construction Health and Safety Officer registered **with SACPCMP. Indicate registration number**	**YES / NO:** **SACPCMP REGISTRATION NUMBER:**	
Construction Health and Safety Officer registered with **SACPCMP post registration years of experience**.		
Currently Employed by Tenderer (Y/N)		
Signature		

Signature of person authorised to sign the tender: . …. .....

Date: .....

SECTION T2.2.11: FORM K: QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

Description	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)

Signature of person authorised to sign the tender: ....

Date: .....

SECTION T2.2.12: FORM L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Principal Agent as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐

2. Who will prepare the Contractor's Health and Safety Plan? (refer to the Health and Safety Specification in Part C3) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes ☐ / No ☐

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
   If yes, please explain his duties and provide a copy of his CV. Yes ☐ / No ☐

7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes ☐ / No ☐

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender: ....

Date: .....

SECTION T2.2.13: FORM M: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD**) are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in clauses 2.26 and 2.27 of the Tender Data.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

Tax compliance status will be verified on the CSD. A tenderer whose tax matters are not in order will be given 7 working days to rectify its tax status before award; failure to do so will result in the tender being disregarded.

Tenderer/Leading JV Partner

Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	

JV Partner 1

Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	

JV Partner 2

Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Suppler Database**

SECTION T2.2.14: FORM N: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be based on the completion period as specified in the Contract Data.

SECTION T2.2.15: FORM O: ESTIMATED MONTHLY EXPENDITURE

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No.	Amount (VAT Included)					
	a	B	a-b			Cumulative cash flow
	Payments Received	Expenditure		Net cash flow		
1	None		d		**j=d**	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
Etc						
**Maximum negative cash flow: take the largest negative number in the last column and write it here >>>>

SECTION T2.2.16: FORM P: ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the JBCC Principal Building Agreement (Edition 6.3 - June 2024), Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

PAGE	DESCRIPTION

Signature of person authorised to sign the tender: ....

Date: .....

SECTION T2.2.17: FORM Q: SUPPLIER MAINTENANCE FORM

SUPPLIER MAINTENANCE

BAS ☐ **LOGIS** ☐

OFFICE ☐

System User Only			
Captured By:			
Captured Date:			
Authorised By:			
Date Authorised:			
Safety Web Verification			
	YES		NO

The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
I/we understand that the department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.
Please ensure information is valid as per required bank screens.
I/We understand that bank details provided should be exactly as per the records held by the bank.
I/We understand that the department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

Address Details	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail	
☐ New Supplier Information	☐ Update Supplier Information

Supplier type

☐ Individual
☐ Company
☐ CC
☐ Partnership
☐ Department
☐ Trust
☐ Other

Department number ☐

Other Specify ☐

Supplier Account Details			
(This field is compulsory and should be completed by a bank official from the relevant bank.)			
Account name			
Account number			
Branch name			
Branch number			
Account type		Cheque Account	
		Savings Account	
		Transmission Account	
		Bond Account	
		Other (Please Specify)	
ID Number			
Passport Number			
Company Registration Number			
*CC Registration			
*Please include CC/ CK where applicable			
Practise Number			
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: **ABSA** – CIF screen **FNB** – Hogans system on the CIS4 **STD** Bank – Look-up-screen **Nedbank** – Banking Platform under the Client Details tab		

Contact Details			
Business			
	Area Code	*Telephone Number*	*Extension*
Home			
	Area Code	*Telephone Number*	*Extension*
Fax			
	Area Code	*Telephone Number*	
Cell			
	Cell Code	*Cell Number*	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:

SECTION T2.2.18: FORM R: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project, the employment targets are 55% women and 40% youth (persons up to and including 35 years), as stated in clause 2.28 of the Tender Data. Specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

FOR THIS PROJECT, THE TARGET AREA IS DEFINED AS PARDEPLAATS IN THE EMAKHAZENI LOCAL MUNICIPALITY, NKANGALA DISTRICT IN THE MPUMALANGA PROVINCE.
.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 80%.

2. Conditions associated with the Contract Participation Goal (contract condition)

The tenderer undertakes to:

1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
2) accept the sanctions set out under "Sanctions" below, should such conditions be breached;
3) complete the Targeted Labour (CPG) calculation form contained below; and
4) complete the Supporting Contract Participation Goal Calculation contained below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 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 1914-4.

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:

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

Where D = tendered Contract 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 (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of ……% in compliance with the Employer's Socio-Economic Requirements.

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 attached to the Contract Participation Goal.

Signature: .....

Name: .....

Duly authorized to sign on behalf of: .....

Telephone: .....

Fax: .....

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff towards the Contract Participation Goal if said staff are also from the Target Area. Permanent staffs are those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER: .....

SECTION T2.2.19: FORM S: TENDERERS' PERFORMANCE EVALUATION FORM

PROJECT PERFORMANCE EVALUATION FORM

Project Name of Tenderer: _____

Project name: _____

Project location: _____

Construction period: _____

Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting a score rate of **0** to **5** with **0 No information submitted/unacceptable performance, 1 Poor ,2 Average, 3 Good,4 Very Good, 5 Excellent** rate in the relevant box below:

	REMARKS BY CONSULTANT/COMPANY LISTED BY THE CONTRACTOR AS REFERANCE
1. Project performance/ time management/ programming	
2. Quality of Workmanship	
3. Resources Personnel	
4. Resources Plant	
5.Financial management/ payment of subcontractors/ cash flows etc	

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____

Fax: _____E-mail: _____

Thus, signed at _____ on this _____ day of _____ 20____

_____
Signature of principal agent

COMPANY STAMP

NOTE:

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

SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONARE

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:
i) authorizes the employer to verify the tenderer's tax compliance status from the South African Revenue Services that it is in order;
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004, or on the National Treasury Database of Restricted Suppliers;
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)

OFFER

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

APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF COMMUNITY HALL AND AN EARLY CHILDHOOD DEVELOPMENT CENTRE FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PARDEPLAATS SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE.

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

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

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

Rand (in words);
R (in figures),

*(**Should there be a discrepancy between the amount in words and the amount in figures then the amount in words shall govern**.)*

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(s) of duly authorised				
Name(s)				
Capacity				
THE TENDERER (Name of tenderer/Bidder)				
Address of tenderer/Bidder				
WITNESS: Name and signature of witness			Date	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

The tenderer shall within fourteen (14) calendar days after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)				
Name(s)				
Capacity				
for the Employer				
	(Name and address of employer)			
Name and signature of witness			Date	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.

2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.

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

4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 **Subject** _____

Details _____

2 **Subject** _____

Details _____

Subject _____

Details _____

4 **Subject** _____

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

FOR THE TENDERER:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____
(Name and address of organisation)

Name and Signature
of Witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

_____
(Name and address of organisation)

Name and Signature
of Witness _____

Date _____

C1.2 - CONTRACT DATA

CONTENTS

Item	Description	Page
1.	Contract Data	96
2.	PROJECT INFORMATION	97
3.	SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION	103
4.	Special Conditions of Contract	120
5.	Appendix to the Contract Data	125

Contract Data for BID NO: CONMP0004 (2026/2027)

The Conditions of Contract are clauses of the JBCC Principal Building Agreement (Edition 6.3 - June 2024) published by the Joint Building Contracts Committee together with DLRRD's Special Conditions of Contract.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011 315-4140), Master Builders Association (011 205-9000; 057 352-6269), South African Association of Consulting Engineers (011 463-2022) or South African Institute of Architects (051 447-4909; 011 486-0684; 053 831-2003).

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the Contract Data and the JBCC Principal Building Agreement, the Contract Data shall take precedence.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

A PROJECT INFORMATION

Item	Description
Works Description	The scope of works comprises of the following: Construction of New: • Community hall • ECD centre
	• Community hall • ECD centre
	External Works: • Fence • Paving
	Services: • Electrical and Mechanical installations

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Description	Applicable Standard
Bills of quantities: System/Method of measurement	Standard System of Measurement of Building Works, 7th Edition

B 2.0 Law, Regulations and Notices [2.0]

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

B 3.0 Offer and Acceptance [3.0]

Description	Details
Currency applicable to this agreement [3.2]	South African Rand

B 4.0 Documents [5.0]

Description	Details
The original signed agreement is to be held by the principal agent, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents Comprising the Agreement

Document	Page
The JBCC® Principal Building Agreement, Edition 6.3 - June 2024	1 to 30
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.3 - June 2024	As Issued
Drawings as per drawing register issued with the tender	As Issued
Specifications issued with the tender	As Issued
Schedules issued with the tender	As Issued
Bills of Quantities issued with the tender	As Issued
Addenda as issued during tender stage, if applicable	As Issued

Employer's Agents

Description	Details
Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7(CD)]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	None stated

Insurances

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Insurance Act, 2017 (Act 18 of 2017)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.		
New works [10.3] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
Supplementary insurance: Such insurance shall comprise a Coupon Policy for Special Risks issued by South African Special Risk Insurance	Contract sum plus 10%	Applicable
Public liability insurance [10.1.3; 10.2]	R 5 000 000.00	Applicable

Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Not applicable
Restrictions	
Restriction of working hours [12.1.2]	Applicable
If applicable, description: Construction works not to interfere with community activities	
Natural features and known services to be preserved by the contractor [12.1.3]	Not applicable

If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description: Construction works not to interfere with daily community activities	
Supply of free issue of material and goods [12.1.10]	Not applicable

Appointment of Nominated Subcontractors [14.0]

Select	If applicable, description of specialization

Specialization 1	
Specialization 2	
Specialization 3	
Specialization 4	
Specialization 5	

Appointment of Selected Subcontractors [15.0]

Select	If applicable, description of specialization

Specialization 1	
Specialization 2	
Specialization 3	
Specialization 4	
Specialization 5	

Appointment of Direct Contractors [16.0]

Select	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

Contract period [B18: 1.1]: Period in months as indicated, include time for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	8 Months

Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	14 Calendar days
The contractor must in 7 Calendar days (seven) before the construction works commences, notify the Provincial Director of the Department of Employment and Labour in writing on the Annexure 2 form (Construction Regulations, 2014, regulation 4).	7 Calendar days
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	8 Months
Period to achieve Works Completion Refer B18.0 [19.A]	7 Calendar days
Defect liability period up to and including Final Completion	3 Months
Total Contract period [B18: 1.1]	8 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for	10% of the Practical Completion penalty per calendar day
late Practical Completion, excluding VAT. [24.1]	
Construction period [B18: 1.1] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special	Applicable
non-working days and builders holiday shut down periods.	
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders holiday shut down periods [12.2.7; 24.1]	8 Months
Period for inspection in working days by the principal agent [19.3]	2 working days

Penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	4 Cents per R100 of Contract value (per calendar day) **as per the DPWI**
Penalty amount per calendar day for late Works Completion Refer	30% of the Practical Completion penalty per calendar day
B18.0 [19A]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	
Penalty amount per calendar day for late Works Completion Refer B18.0 [19A]: To be calculated at Thirty percent (30%) of penalty / calendar day for late Practical Completion, excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day for late Practical Completion, excluding VAT	

Criteria to achieve Practical/Works Completion [19.0; 19A] 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
(a)	All relevant CoCs
(b)	All material and workmanship guarantees (Painting and waterproofing)
(c)	Maintenance / operating manuals

Defects liability period [21.0]

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

Select	If applicable, description of applicable elements
(a)	Air conditioning system and plant

Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25th day of each month
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not applicable
If applicable, method to calculate	Not applicable

Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

Dispute resolution [30.0]

	No change to the contract

JBCC® General Preliminaries – selections

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

18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

The additions, deletions and alterations to the JBCC Principal Agreement are:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Amendments
1.0	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: The completed JBCC® Principal Building Agreement and JBCC® contract data, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties Change the Definition of **"BILLS OF QUANTITES**" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data. Change the Definition of **"CONSTRUCTION PERIOD"** to read as follows: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date of practical completion Change the Definition of **"CONTRACT DOCUMENTS"** to read as follows: The agreement and all documents referenced therein. 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 Contract Data shall prevail over all other **contract documents** Change the definition of “PAYMENT CERTIFICATE” to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on
Clause	**Amendments**
	delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved. Change the Definition of **"PRACTICAL COMPLETION**" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with clauses 19.0 and 19.8 and where the work on the practical completion list has been completed and free of patent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the principal agent. Change the Definition of **"CONTRACT DRAWINGS"** to read as follows: The drawings listed in the Scope of Works. Change the Definition of **"CONTRACT SUM"** to read as follows: The total of prices in the Form of Offer and Acceptance. Change the Definition of **"INTEREST"** to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time,

	in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999). Change the definition of "GUARANTEE" to read as follows: A monetary guarantee [CD] provided by the employer to the contractor, or vice versa, in terms of this agreement from which either party may recover expense and loss in the event of default Add the following to the list of definitions: **SCHEDULE** means the variables listed in the Contract Data. **DATE OF SITE HANDOVER** means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and issue of a construction work permit by the Department of Employment and Labour (where required by regulation 3 of the Construction Regulations, 2014), any environmental authorisation required under the National Environmental Management Act, 1998, and municipal approvals (where applicable). **EXCEPTIONALLY INCLEMENT WEATHER** means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected. **CORRUPT PRACTICE** means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution **FRAUDULENT PRACTICE** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
3.0	OFFER AND ACCEPTANCE Clause 3.3 deleted and replaced with the following:- 3.3 This agreement shall come into force on the date of signature of the contract by the employer and after all statutory requirements have been met, and continue to be of force and effect until the end of the latent defects liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]
4.0	CESSION AND ASSIGNMENT Clause 4.2 deleted and replaced with the following:- 4.2. The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights orobligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer Clause 4.3 deleted and replaced with the following:-

	4.3. Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1, shall be obtained from the Employer prior to entering into such cession. Clause 4.0 is amended by adding the following new clauses: 4.4 Any cession entered into without the necessary written consent from either party, shall be null and void. 4.5 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, DLRRDunless such financial institution is tax compliant, is registered as a credit provider in terms of the National Credit Act, 2005 and is registered on the Central Supplier Database, in line with the Department's SCM processes. 4.6 The contractor shall adhere to the list of subcontractors indicated in the returnable schedules. Any changes to the subcontractors and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the value of the works to subcontractors who do not qualify for at least the same specific-goal points for which the contractor was awarded points at tender, unless approved in writing by the Employer. Failure to comply with this shall constitute a breach of contract.
5.0	CONTRACT DOCUMENTS Clause 5.1 deleted and replaced with the following: - 5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the Employer. Clause 5.6 deleted and replaced with the following: - 5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents.
6.0	EMPLOYER AGENTS Clause 6.1 deleted and replaced with the following: - 6.1. The Employer warrants that the Principal Agent has authority and obligation to act and bind the Employer in terms of this agreement, subject to certain restrictions contained herein this document. Clause 6.4 deleted and replaced with the following: - 6.4. Where any agent fails to act in terms of delegated authority, the Contractor shall give notice to the Principal Agent and the Employer to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the Contractor may give not less than 10 working days' notice of intention to suspend the works [28.0]. Clause 6.5 deleted and replaced with the following: - 6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the Employer shall appoint an interim agent within 10 working days from the date of the employer being aware of such pending Procurement of a replacement agent through normal employer's SCM processes.

9.0	INDEMITIES Clause 9.0 is amended by the addition of the following clause: - Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well. Delete 9.2.7. Delete 9.2.10.
10.0	INSURANCES Clause 10.0 is amended by the addition of the following clauses to the end thereof: 10.12 Damage to the works (a) Without any way limiting the obligations in terms of the contract, the contractor shall bear the risk of damage to and/or destruction of the works during construction of the works, other than from causes for which the employer bears the risk in terms of this agreement, 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 or destruction of the works and to rebuild, restore, replace and/or repair the works. (c) 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 valued in terms of clause 26.0. 10.13 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 negligence of any person for whose actions the employer is legally liable (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 or to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.

	(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 therefore from the contractor or to deduct the same from amounts due to the contractor. (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. (e) Where the execution of the works involves the risk of removal of or interference with support (e) to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate 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. (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 execute the works.
11.0	SECURITY Delete clause 11.1.2. and replace with the following:- 11.1.2. The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fourteen (14) calendar days from the date of acceptance of the tender offer and keep such security valid and enforceable until final completion (Option A); or Delete clause 11.1.3. and replace with the following:- 11.1.3 The Contractor shall furnish the employer with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The contractor shall keep such security valid and enforceable until final completion (Option B). The contractor could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the contract sum. The tenderer shall select the form of security here: Option _____ (A or B). Where no selection is made, Option A applies. Amend clause 11.3 to read as following: 11.3 Where a contractor fails to provide the security, the employer may: Amend clause 11.3.1 to read as follows: 11.3.1 Hand over the site to the contractor and withhold in interim payment certificates to the contractor an amount equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to five percent (5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.6]

	Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5 Delete 11.7 and replace with the following 11.7. A security held by the employer shall be for the due fulfillment of the s obligation in term of this agreement Delete clause 11.10 and replace with the following 11.10 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. Clause 11.0 is amended by adding the following new clauses: 11.12 Within fifteen (15) working days of the date of final completion of the works the employer shall release all construction guarantees to the contractor. 11.13 Where the employer has a right of recovery against the contractor, the employer may issue a written demand in terms of the construction guarantee. 11.14 Construction guarantees shall only expire at final completion date. 11.15 The Employer, as an Organ of State, shall not be required to provide payment guarantees
12.0	DUTIES OF THE PARTIES Delete clause 12.1.1 Delete clause 12.1.10 Clause 12.0 is further amended by adding the following clauses: 12.4 The contractor shall: 12.4.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval. During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works for approval by the principal agent 12.4.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works. 12.4.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent. 12.4.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the

	works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent. Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme. 12.4.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent. Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme. 12.4.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of this agreement. The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligations or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement. 12.4.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 12.4.8 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6. 12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. 12.6 The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.
14.0	NOMINATED SUBCONTRACTORS Delete clause 14.1 and replace with the following 14.1 The principal agent and/or agents, on written instruction from the employer, shall: Delete clause 14.1.5 Amend clause 14.3 to read as follows:-

	14.3 Where such subcontractor is not appointed by the contractor for the reasons stated (14.2), or where the appointment of a subcontractor has been terminated, another subcontractor shall be nominated and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 14.7.1 to read as follows:- The principal agent, on written instruction from the employer, shall instruct the contractor to appoint another nominated subcontractor (14.1.4) to complete the n/s subcontract works.
15.0	SELECTED SUBCONTRACTORS Amend clause 15.1 to read as follows:- The principal agent and/or agents, on written instruction from the employer, shall: Clause 15.1.2 deleted and replaced with: 15.1.2. Call for tenders from a list of tenderers agreed between the contractor, the principal agent and the employer 15.1.5. Delete Amend clause 15.4 to read as follows:- 15.4. Where such subcontractor is not appointed by the contractor for the reasons stated (15.3), or where the appointment of a subcontractor has been terminated, another subcontractor shall be chosen and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 15.7.1 to read as follows:- 15.7.1 The contractor shall appoint another selected subcontractor (15.1.4) to complete the n/s subcontract works in consultation with principal agent and/agents on written instruction from the employer
16.0	No amendment (no direct contractors will be appointed). a)
17.0	CONTRACT INSTRUCTIONS Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2 The word in the main clause above is qualified by the following four sub clauses: 17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%. 17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5% 17.1.2.3. Variation in the design that varies the contract sum by more than 5% 17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hours of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above.

	Amend clause 17.1.13 to read as follow: 17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer. 17.1.14 Variations that, individually or cumulatively, exceed 20% of the original contract value require the prior approval of the Department's delegated authority in accordance with the applicable National Treasury instruction on contract variations and expansions.
19.0	PRACTICAL COMPLETION Amend Clause 19.0 by adding the following clauses: 19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof. 19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will, in the opinion of the principal agent, cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance, where applicable to the works, shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion, and practical completion shall not be certified until all applicable certificates have been provided: a) A certificate from the contractor that all aspects of the Construction Regulations, 2014 have been complied with b) A certificate from the contractor that the National Building Regulations have been complied with c) All documents required by the Employer to apply to the local authority for an occupancy certificate (section 14 of Act 103 of 1977) d) occupational Health and Safety certificate e) A certificate of compliance with respect to plumbing and drainage issued by a registered plumber (SANS 10252 / SANS 10400) f) An electrical certificate of compliance issued by a registered person in terms of the Electrical Installation Regulations, 2009 g) A certificate of compliance with respect to all glazing h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. i) A galvanizing and painting guarantee. j) All mechanical certificate of compliance. k) All structural certificate of compliance. l) A palisade certificate of compliance. m) A smoke extraction certificate of compliance. n) A fire signage certificate of compliance. o) A tiling certificate of compliance.

	p) A waterproofing certificate of compliance. q) A generator guarantee. r) Commissioning reports s) Maintenance and operational manuals t) Training of end users on equipment, etc. u) Any other applicable guarantees. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. Delete Clause 19.6 and replace with the following clauses: 19.6 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved. In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the damages and exposure to loss or expense 19.6.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall: a) Have the principal agent issue a practical completion list(s) prior to such occupation b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s) Add clause 19.9 to clause 19.0 to read as follows: 19.9 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.
22.0	LATENT DEFECT LIABILITY PERIOD Amend Clause 22.1 to read as follow: 22.1 The latent defect liability period for the works shall commence on the date of practical completion and end 10 years from the certified date of final completion. Amend 22.2.1 to read as follow: 22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only.
23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION

	Amend 23.2 to read as follow: 23.2 The contractor is entitled to a revision of the date for practical completion with an adjustment of the contract value (26.0) by the principal agent subject to a written approval from the employer, for a delay to practical completion caused by one or more of the following events:- Amend 23.7 to read as follow: 23.7. The principal agent shall, within twenty (20) working days of receipt of the claim, with the written consent of the employer, grant in full, reduce, refuse the working days claimed, and:
25.0	**PAYMENT** Amend 25.1. to read as follow: 25.1 The contractor shall cooperate with and assists the employer and Principal agent in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the principal agent shall make a fair estimate of the work executed. Amend Clause 25.0 by adding the following sub clauses under clause 25.1: 25.1.1. The principal agent shall prepare in full the payment certificate for signature and effect by the employer as stipulated in the contract. No payment certificate will be concluded and effected without the authorized signature on the certificate. 25.1.2. No payment shall be made without a valid tax invoice from the Contractor. 25.1.3 The Employer will verify the Contractor's tax compliance status on the Central Supplier Database before making any payment. 25.1.4 Where the Contractor's tax status is non-compliant, the Contractor shall rectify it within seven (7) working days of notification. Amend clause 25.4.4 to read as follows: 25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed payment certificate and Contractor Invoice to the employer at the rate defined as "interest" in clause 1.1 of this agreement. 25.4.5. Delete Amend 25.7 to read as follow: 25.7 The Employer shall, in accordance with Treasury Regulation 8.2.3 issued in terms of the Public Finance Management Act, 1999, pay to the Contractor the amount certified in an interim payment certificate within thirty (30) calendar days from the date of submission of undisputed payment certificate employer after verification, unless there is an objection of the certificate by the employer. The Employer may dispute a certificate, with written

	reasons, within ten (10) working days of receipt; undisputed amounts shall be paid within thirty (30) days of receipt of the invoice. Amend Clause 25.9 by adding the following sub clauses: 25.9.1 The employer shall only be liable for the payment for materials and/or goods on site if ownership is proven by the contractor (paid in full) and such ownership shall pass on to the employer upon payment. 25.9.2 The employer shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the contractor (paid in full) and the contractor submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the employer upon payment.
26.0	**ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT** Add the followings sub clauses to clause 26.1. 26.1.1. Upon receipt of the change request, the Principal Agent must professionally consider the merits of the change request and make a recommendation to the employer. 26.1.2. The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life. 26.1.3. The Employer must communicate the approval of the change request in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the change request, issue the necessary Contract Instruction to the contractor to undertake the works. 26.1.4. The Contractor shall not commence with any change request Works without proof of the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 26.1.2 above. 26.1.5 Should the Contractor undertake change request work without the Employer's written approval, the Contractor shall bear the cost of such work and shall indemnify the Employer against claims arising from it, to the extent caused by the Contractor's negligent acts, errors or omissions. 26.1.6. The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent. Amend clause 26.7 to read as follow: 26.7 The principal agent, in consultation with the employer, shall assess the claim and on approval by the employer, shall adjust the contract value within twenty (20) working days of receipt of such details.
27.0	**RECOVERY OF EXPENSE AND/OR LOSS** 27.1.4. Delete

28.0	SUSPENSION BY THE CONTRACTOR Amend clause 28.1. to read as follow: 28.1 The contractor may give fourteen (14) working days' notice to the employer and the principal agent of the intention to suspend the works where the employer and the principal agent have failed to: Add the followings clause to clause 28.0: 28.5. The date of resumption of works shall be the date on which the default has been remedied by the employer.
29.0	TERMINATION Clause 29.1.1 is amended by the addition of the following sub-clauses: 29.1.1a The contractor refuses or neglects to comply strictly with any of the conditions of contract. 29.1.1b The estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.1c The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 29.1.1d The contractor fails to perform in terms of the agreement and fails to remedy such failure within ten (10) working days of a written notice from the principal agent. Amend 29.10 to read as follow: 29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination. Amend 29.23 to read as follow: 29.23 The latent defect liability period for the completed portion of works shall end 10 years from the date of termination (22.2.2).
30.0	DISPUTE RESOLUTION No amendment (adjudication and arbitration in terms of clause 30.0 apply).
41.0	41.0 POST TENDER PROVISIONS 41.1 All information provided in this section requires consultation with the parties to the agreement. 41.2 The completed Contract Data - Employer and Contractor data – Contractor addenda and such other pertinent documents as listed below shall form part of this agreement:

	41.3 The dispute resolution body selected by the parties is: THE ASSOCIATION OF ARBITRATORS (SOUTHERN AFRICA) NPC (adjudication and arbitration in terms of clause 30.0) 41.4 The employer shall provide a Payment Guarantee (amount) N/A 41.5 An annual building industry holiday period is applicable (yes/no) YES 41.6 Further provisions and information agreed by the parties: _____ _____ _____ _____
42.0	42.0 CONTRACTUAL AGREEMENT 42.1 This Contract Data, read with the Form of Offer and Acceptance (Part C1.1), forms part of the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. 42.2 Contracting Parties (1) Employer : Department of Land Reform and Rural Development Physical Address 17 Van Rensburg Street, Bateleur Building 6th Floor, Block E Nelspruit 1200 Telephone (013) 754 8000/8038/8066 Fax :

E-mail : Banele.Ramanyimi@dlrrd.gov.za

(2) Contractor :

Physical Address:

Telephone:

Fax :

E-mail :

TAX/Vat Registration no:

42.3 The accepted contract sum (inclusive of tax) (amount) _____

(in words) _____

_____

42.4 Signature of the contracting parties:

Thus done and signed at _____on_____

_____	_____
Name of Signatory	For and on behalf of the employer who by signature hereof warrants authorisation hereto
_____	_____
Capacity of signatory	As Witness (1)

Thus done and signed at _____on_____

_____	_____
Name of Signatory	For and on behalf of the contractor who by signature hereof warrants authorisation hereto

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	_____ Capacity of signatory Details of Witness (1) Name: _____ Address: _____ _____
	_____ As Witness (2) Details of Witness (2) Name:_____ Address: _____ _____

C1.2.1 Special Conditions of Contract

INTRODUCTION

WHEREAS, the Department of Land Reform and Rural Development ("DLRRD") has accepted the Contractor's tender offer by signing the Form of Offer and Acceptance (Part C1.1), and the contract includes the JBCC Agreement, Edition 6.3 - June 2024 (hereinafter referred to as "Main Agreement") and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

a) **ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA**
1.1 JOINT VENTURE AGREEMENT

1.1.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out of the JV Agreement for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.

1.1.2 Should one JV partner pull out of the JV agreement and the replacement JV partner does not maintain the CIDB eligibility and the specific-goal points relied on at award, the DLRRD shall be entitled to cancel the contract with immediate effect.

1.1.3 Should the specific-goal points of the Joint Venture fall below those relied on at award, the DLRRD shall be entitled to cancel the contract.

b) SUBCONTRACTING

1.2.1 The Contractor may not sub-contract more than 25% of the value of the contract to any other enterprise that does not qualify for at least the same specific-goal points as the contractor, unless approved in writing by the Employer.

c) LOCAL ENTERPRISE

The Contractor shall purchase at least 5% of the value of materials from suppliers located within Emakhazeni Local Municipality, where available, and shall submit supplier invoices monthly as evidence.

d) TRAINING

The Contractor shall provide on-the-job training to local labour employed on the Works and shall report the number of persons trained monthly.

e) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount shall be the contract sum plus 10% (including VAT), as stated in the Contract Data, and shall not reduce despite sectional completion being taken.

f) SITE AND ACCESS AND WORKING HOURS

Clauses 12.1 and 12.2 are supplemented as follows:

The Site of the Works is located within a live village community environment. Upon being granted possession of the site, the Contractor shall be afforded restricted access only as necessary to fulfil the obligations of the Contract.

The Contractor shall be fully briefed on all applicable restrictions relating to movement within and around the community, servitudes, access control requirements, occupied areas, community facilities in use, security requirements and any necessary security clearances. The briefing shall also include permitted working hours and any limitations arising from the presence of residents and ongoing community activities, all of which shall remain under the control of the Employer at all times.

The Contractor shall plan and execute the Works in a manner that minimises disruption, inconvenience, nuisance and safety risks to residents, visitors and community operations. The Contractor shall not extend operations beyond the demarcated site boundaries and shall not occupy, access or utilise any restricted, private or undefined areas without the prior written approval of the Employer.

The Contractor shall ensure that all employees, subcontractors and suppliers comply with the access, safety and security protocols applicable to the village community throughout the duration of the Contract. Failure to comply with such requirements may result in suspension of activities and/or removal from the site, without entitlement to additional time or compensation.

The Employer shall have unrestricted and continuous access to the Works at all times owing to the nature of the site and the need to maintain normal community activities and services

within the village environment. The arrangements relating to site access, occupation, security, community interaction and operational requirements shall be coordinated and agreed upon by all parties prior to the handover of the Site to the Contractor.

A Steering Committee comprising representatives of the Employer, the Principal Agent, the Contractor and any other nominated stakeholders shall be established prior to commencement of the Works. The purpose of the Steering Committee shall be to coordinate construction activities, facilitate communication between stakeholders, minimise disruption to the community and ensure that the Contractor's operations are executed efficiently and without unnecessary hindrance.

The Contractor shall execute the Works during normal working hours as agreed with the Employer and the Steering Committee. Any requirement for extended working hours, weekend work, public holiday work or overtime shall be submitted in writing and shall be subject to prior approval by the Steering Committee. No claim arising from the refusal of such approval shall be entertained unless otherwise provided for in the Contract.

The Contractor shall comply with all rules, procedures and requirements governing the delivery, storage and movement of materials, plant, equipment and goods entering or leaving the Site. The Contractor shall further comply with all access control, security and record-keeping procedures implemented by the Employer. Deliveries shall be coordinated so as to minimise inconvenience, disruption and safety risks to community residents, visitors and ongoing community activities.

The Contractor shall be responsible for ensuring that all subcontractors, suppliers and personnel comply with the Employer's site access, security, safety and operational requirements throughout the duration of the Contract. Failure to comply with such requirements may result in the suspension of access privileges or removal from the Site without entitlement to additional cost or extension of time.

g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

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

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

h) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

i) AMBIGUITY OR DISCREPANCY

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

SIGNATURE OF THE PARTIES

Signed at …….. on this the day of.....202

AS WITNESS:

1 _____

_____

For and on behalf of the Employer:

……
in his/her capacity as Acting Regional General Manager

2 _____

_____

For and on behalf of the Employer:

……
in his/her capacity as Programme Manager

Signed at …….. on this the day of.....202

AS WITNESSES:

1 _____

2 _____

_____
For and on behalf of the Contractor:

		_____ in his/her capacity as Director, who hereby confirm that he/she is duly authorised hereto.

C1.3 – APPENDIX TO CONTRACT DATA: PERFORMANCE GUARANTEE AND GUARANTEE FOR MATERIALS (PRO-FORMA)

PERFORMANCE GUARANTEE

(not to be completed at bid stage)

To: ..... (whom the Contract defines as the Employer)

Address: .....

.....

.....

DEFINITIONS AND DETAILS

"Guarantor" means: …….

Physical address: …….

"Employer: means: …….

"Contractor" means: …….

"Principal Agent" means: …….

"Works" means: …….

"Site" means: …….

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

The description of the Contract is: …….

…….

…….

"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: …….

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Principal Agent of the Certificate of Final Completion or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Final Completion has been issued.

3. The Guarantor hereby acknowledges that:

   3.1 any reference in this Performance Guarantee to the Contract 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 obligations under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to 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 Performance Guarantee, such demand stating that:

   4.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4; or

   4.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4; and

   4.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 shall not exceed the Guarantor's maximum liability in terms of 1.

6. Payment by the Guarantor in terms of 4 shall be made within seven (7) calendar days upon receipt of the first written demand by the Employer.

7. Payment by the Guarantor in terms of 4 will only be made against the return of the original Performance Guarantee by the Employer.

8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

11. This Performance Guarantee, with the required demand notices in terms of 4 shall be regarded as a liquid document for the purposes of obtaining a court order.

12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court 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 Court.

Signed at ……..

Date ……..

Guarantor's signatory (1) ……..

……. ……
Print Name Capacity

Guarantor's signatory (2) ……..

……. ……
Print Name Capacity

……. ……
Witness signatory (1) Print Name

……. ……
Witness signatory (2) Print Name

PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS
(not to be completed at bid stage)

To: .....

.....

.....
(hereinafter referred to as the Employer)

re: Demand Guarantee in respect of the project : …….

Contract No. : …….

For construction of : …….

Contractor : …….

I/We, the undersigned,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

…….

and

…….

of

…….
(hereinafter referred to as the “Bank”)

address:

…….

…….

and acting on behalf of the Bank have been informed that ……
(hereinafter called “the Contractor”) is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words …… only) the “Guaranteed Amount”
upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank’s liability under this guarantee is principal in nature and is not subject to the Contract. The Bank’s liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.
The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer’s duly authorised agent either:

- on expiry of the guarantee; or

- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES:

1. .....

   .....
   Print Name

2. .....

   .....
   Print Name

on behalf of the Bank and duly authorised thereto

1. .....

   .....
   Print Name

and

on behalf of the Bank and duly authorised thereto

2. .....

   .....
   Print Name

C1.4 – OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993)

Agreement between the Department of Land Reform and Rural Development (the "Employer") and _____ (the "Contractor") in respect of Contract No. CONMP0001 (2025/2026): Construction of a Community Hall and an Early Childhood Development Centre at Pardeplaats, Emakhazeni Local Municipality.

1. The Contractor is appointed in writing as Principal Contractor in terms of regulation 5(1)(k) of the Construction Regulations, 2014, and accepts that it is an employer in its own right with the duties prescribed in the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and its regulations.
2. The Contractor, as mandatary of the Employer, undertakes to comply with the Act and its regulations, the Employer's Health and Safety Specification and the approved Health and Safety Plan, and agrees that the arrangements and procedures in this agreement and in the Health and Safety Plan apply to its employees and to its sub-contractors and their employees on the site.
3. The Contractor shall ensure that every sub-contractor appointed by it enters into a similar written agreement with the Contractor in terms of section 37(2) of the Act.
4. The Contractor shall remain registered and in good standing with the Compensation Fund or a licensed compensation insurer in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) for the duration of the contract.
5. This agreement does not relieve the Employer of its duties as client in terms of regulation 5 of the Construction Regulations, 2014.

Signed at _____ on _____ 20____

For the Contractor: Name _____ Capacity _____ Signature _____ Witness _____

For the Employer: Name _____ Capacity _____ Signature _____ Witness _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTIONS

CONTENTS

Item	Heading	Colour	Page
C2.1	Pricing Instructions	Yellow	111
C2.2	Bills of Quantities	Yellow	113

1. The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable the:

a) Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardised Specifications for Civil Engineering Works.

b) Mechanical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Mechanical Work, based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (ASAQS) (2015).

c) Electrical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Electrical Work, based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (ASAQS) (2015).

2. The agreement is based on the JBCC Edition 6.3 - June 2024. The additions, deletions and alterations to the JBCC Edition 6.3 - June 2024 Principal Building Agreement as well as the contract variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.

3. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

4. The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.

5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

6. Where any item is not relevant to this specific contract, such item is marked **not applicable.**

7. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities.

8. The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.

9. **The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum**, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

10. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in the preceding paragraph but taking into account the revised period for completing the works.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

11. The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:

a) an amount which is not to be varied, namely Fixed

b) an amount which is to be varied in proportion to the contract value, namely Value Related;

c) an amount which is to be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related.

12. Where no provision is made in the Bill of Quantities to indicate which of the three categories listed above apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;

b) 15 percent is Value Related

c) 75 percent is Time Related

13. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

14. The method of adjustment of the Preliminaries set out above applies; no further selection of an adjustment option is required in the Contract Data.

Item No		Quantity	Amount R

SECTION NO. 1

BILL NO. 1

PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.3 - June 2024) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The **JBCC** Principal Building Agreement **contract data** form an integral part of this **agreement**

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.3 - June 2024) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

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

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

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

	Carried to Collection	R	

PREAMBLES FOR TRADES

User note

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

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

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

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

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

Carried to Collection R

PRICING OF PRELIMINARIES

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

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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

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

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

Abbreviated descriptions

Carried to Collection R

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

	Legal status of contractor If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement** 2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons 3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**		
	F:..... V:..... T:.....	Item	
2	Clause 2.0 - **Law**, regulations and **notices**		
	F:..... V:..... T:.....	Item	
3	Clause 3.0 - Offer and acceptance		
	F:..... V:..... T:.....	Item	
4	Clause 4.0 - Cession and assignment		
	F:..... V:..... T:.....	Item	
5	Clause 5.0 - Documents		
	Value Added Tax Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)		
	Priced document as specification Clause 5.4 is deemed to be deleted The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any		
	Carried to Collection	R	

	Electronic issue of drawings All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]		
	F:..... V:..... T:.....	Item	
6	Clause 6.0 - **Employer's agents**		
	Delegated authority The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2]. This does not preclude the **principal agent** from issuing such **contract instructions**: ?		
	1. Architect		
	1.1 Duties [6.2] :		
	The architect is responsible for the architectural design, functional design and quality inspection of the **works**		
	1.2 **Contract instructions** [6.2; 17.1] :		
	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement		
	1.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**		
	1.2.3 The **site** [13.0]		
	1.2.4 Compliance with the **law**, regulations and bylaws [2.1]		
	1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**		
	1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]		
	Carried to Collection	R	

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the **works**

1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

1.2.11 Rectification of **defects** [21.2]

1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

1.2.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**

1.2.14 Appointment of a **subcontractor** [14.0; 15.0]

1.2.15 Work by **direct contractors** [16.0]

1.2.16 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0] ?

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

Carried to Collection R

3.2 **Contract instructions** [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

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

3.2.3 The **site** [13.0]

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

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

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any **materials and goods**

3.2.9 Protection of the **works**

3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

3.2.11 Rectification of **defects** [21.2]

3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

3.2.13 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums** ?

4. Mechanical engineer

Carried to Collection R

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 **Contract instructions** [6.2; 17.1] :

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

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

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

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

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any **materials and goods**

4.2.8 Protection of the **works**

4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

4.2.10 Rectification of **defects** [21.2]

4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

4.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums** ?

Carried to Collection R

5. Electrical engineer

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** ? and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 **Contract instructions** [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

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

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

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

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

5.2.8 Protection of the **works**

5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

5.2.10 Rectification of **defects** [21.2]

5.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

Carried to Collection R

5.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums** ?

6. Wet services engineer

6.1 Duties [6.2] :

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the **works**

6.2 **Contract instructions** [6.2; 17.1] :

6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

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

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

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

6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

6.2.6 Removal or re-execution of work

6.2.7 Removal or substitution of any **materials and goods**

6.2.8 Protection of the **works**

6.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

6.2.10 Rectification of **defects** [21.2]

6.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical** completion, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

Carried to Collection R

	6.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums** ?			
	8. Health and safety consultant			
	8.1 Duties [6.2] :			
	The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:			
	8.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended			
	8.1.2 Prepare and update the health and safety specification for the **works**			
	8.1.3 Agree with the **contractor** the health and safety plan for the **works**			
	8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations			
	8.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to?			
7	Clause 7.0 - Design responsibility			
	Insurances and securities (A8-A11)			
8	Clause 8.0 - **Works** risk			
	F:..... V:..... T:.....		Item	
9	Clause 9.0 - Indemnities			
	F:..... V:..... T:.....		Item	
10	Clause 10.0 - Insurances			
	F:..... V:..... T:.....		Item	
	Carried to Collection		R	

11	Clause 11.0 - **Securities** **Guarantee for payment** The **employer** shall provide to the **contractor** a **guarantee for payment** [11.5.1]. The **contractor** shall consequently waive his lien or right of continuing possession of the **works** [11.10] **Extension of waiver of lien** The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10] F:..... V:..... T:.....		Item	
	<u>Execution (A12 - A17)</u>			
12	Clause 12.0 - Obligations of the **parties** **Office accommodation** The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18] **Notice board** The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18] **Statutory and other notices** The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard			
	Carried to Collection		R	

	It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto		
	F:..... V:..... T:.....	Item	
13	Clause 13.0 - Setting out		
	F:..... V:..... T:.....	Item	
14	Clause 14.0 - Nominated **subcontractors**		
	F:..... V:..... T:.....	Item	
15	Clause 15.0 - Selected **subcontractors**		
	F:..... V:..... T:.....	Item	
16	Clause 16.0 - **Direct contractors**		
	Attendance on direct contractors		
	In respect of **direct contractors** the **contractor** shall:		
	1. Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials		
	2. Allow the use of personnel welfare facilities, where provided		
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation		
	4. Permit the **direct contractor** to use erected scaffolding, hoisting facilities, etc provided by the **contractor**, in common with others having the like right, while it remains erected on the **site** [16.1]		
	F:..... V:..... T:.....	Item	
	Carried to Collection	R	

17	Clause 17.0 - **Contract instructions**		
	Site instructions		
	Instructions issued on **site** are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor**		
	F:..... V:..... T:.....	Item	
	Completion (A18 - A24)		
18	Clause 18.0 - Interim completion	N/A	
19	Clause 19.0 - **Practical completion**		
	F:..... V:..... T:.....	Item	
20	Clause 20.0 - Completion in **sections**		
	F:..... V:..... T:.....	Item	
21	Clause 21.0 - **Defects** liability period and **final completion**		
	F:..... V:..... T:.....	Item	
22	Clause 22.0 - **Latent defects** liability period		
	F:..... V:..... T:.....	Item	
23	Clause 23.0 - Revision of the date for **practical completion**		
	Substitution of materials and goods		
	The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value** [17.1.8; 23.1 & 2]		
	F:..... V:..... T:.....	Item	
24	Clause 24.0 - **Penalty** for late or non-completion		
	F:..... V:..... T:.....	Item	
	Carried to Collection	R	

	Payment (A25 - A27)		
25	Clause 25.0 - Payment **Prices submitted** Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing F:..... V:..... T:.....	Item	
26	Clause 26.0 - Adjustment of the **contract value** and **final account** **Fluctuations in costs** All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5] **Tenant installation/user requirements delayed** There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to **practical completion** Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for **preliminaries** appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of **practical completion** of the **works** The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission		
	Carried to Collection	R	

	Cost of claims All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs **Claims from subcontractors** The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]			
	F:..... V:..... T:.....	Item		
27	Clause 27.0 - Recovery of expense and/or loss			
	F:..... V:..... T:.....	Item		
	<u>Suspension and termination (A28 - A29)</u>			
28	Clause 28.0 - Suspension by the **contractor**			
	F:..... V:..... T:.....	Item		
29	Clause 29.0 - Termination			
	F:..... V:..... T:.....	Item		
	<u>Dispute resolution (A30)</u>			
30	Clause 30.0 - Dispute resolution			
	F:..... V:..... T:.....	Item		
31	**<u>Agreement</u>** The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agreement** by the **parties**			
	F:..... V:..... T:.....	Item		
	Carried to Collection	R		

32	**Contract data**			
	Tenderer's selections			
	Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**			
	F:..... V:..... T:.....		Item	
	SECTION B: GENERAL PRELIMINARIES			
	Definitions and interpretation (B1)			
33	Clause 1.1 - Definitions			
	F:..... V:..... T:.....		Item	
34	Clause 1.2 - Interpretation			
	F:..... V:..... T:.....		Item	
	Documents (B2)			
35	Clause 2.1 - Checking of documents			
	F:..... V:..... T:.....		Item	
36	Clause 2.2 - Provisional **bills of quantities**			
	Multiple procurement			
	These **bills of quantities** are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are fully) measured and the subsequent trades are **budgetary allowances** and/or **provisional sums**			
	F:..... V:..... T:.....		Item	
37	Clause 2.3 - Availability of **construction information**			
	F:..... V:..... T:.....		Item	
		Carried to Collection	R	

38	Clause 2.4 - Ordering of **materials and goods**			
	F:..... V:..... T:.....		Item	
	Previous work and adjoining properties (B3)			
39	Clause 3.1 - Previous work - dimensional accuracy			
	F:..... V:..... T:.....		Item	
40	Clause 3.2 - Previous work - **defects**			
	F:..... V:..... T:.....		Item	
41	Clause 3.3 - Inspection of adjoining properties			
	F:..... V:..... T:.....		Item	
	The site (B4)			
42	Clause 4.1 - Handover of **site** in stages			
	F:..... V:..... T:.....		Item	
43	Clause 4.2 - Enclosure of the **works**		Item	
	F:..... V:..... T:.....			
44	Clause 4.3 - Geotechnical and other investigations			
	F:..... V:..... T:.....		Item	
45	Clause 4.4 - Encroachments			
	F:..... V:..... T:.....		Item	
46	Clause 4.5 - Existing premises occupied			
	F:..... V:..... T:.....		Item	
47	Clause 4.6 - Services - known			
	F:..... V:..... T:.....		Item	
		Carried to Collection	R	

	Management of contract (B5)		
48	Clause 5.1 - Management of the **works**		
	F:..... V:..... T:.....	Item	
49	Clause 5.2 - Progress meetings		
	F:..... V:..... T:.....	Item	
50	Clause 5.3 - Technical meetings		
	F:..... V:..... T:.....	Item	
	Samples, shop drawings and manufacturer's instructions (B6)		
51	Clause 6.1 - Samples of materials		
	F:..... V:..... T:.....	Item	
52	Clause 6.2 - Workmanship samples		
	F:..... V:..... T:.....	Item	
53	Clause 6.3 - Shop drawings		
	F:..... V:..... T:.....	Item	
54	Clause 6.4 - Compliance with manufacturer's instructions		
	F:..... V:..... T:.....	Item	
	Deposits and fees (B7)		
55	Clause 7.1 - Deposits and fees		
	F:..... V:..... T:.....	Item	
	Temporary services (B8)		
56	Clause 8.1 - Water		
	F:..... V:..... T:.....	Item	
	Carried to Collection	R	

57	Clause 8.2 - Electricity		
	F:..... V:..... T:.....	Item	
58	Clause 8.3 - Ablution and welfare facilities		
	F:..... V:..... T:.....	Item	
59	Clause 8.4 - Communication facilities		
	F:..... V:..... T:.....	Item	
	Prime cost amounts (B9)		
60	Clause 9.1 - Responsibility for **prime cost amounts**		
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc		
	F:..... V:..... T:.....	Item	
	Attendance on subcontractors (B10)		
61	Clause 10.1 - General attendance		
	User note		
	General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement		
	F:..... V:..... T:.....	Item	
62	Clause 10.2 - Special attendance		
	Carried to Collection	R	

	It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill			
	F:..... V:..... T:.....	Item		
	General (B11)			
63	Clause 11.1 - Protection of the **works**			
	F:..... V:..... T:.....	Item		
64	Clause 11.2 - Protection/isolation of existing **works** and **works** occupied in **sections**			
	F:..... V:..... T:.....	Item		
65	Clause 11.3 - Security of the **works**			
	F:..... V:..... T:.....	Item		
66	Clause 11.4 - Notice before covering work			
	F:..... V:..... T:.....	Item		
67	Clause 11.5 - Disturbance			
	Disturbance			
	All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever			
	F:..... V:.....T:.....	Item		
	Carried to Collection	R		

68	Clause 11.6 - Environmental disturbance **Controlling all forms of pollution** The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc The **contractor** is to ensure that all roads which border the **site** and are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works** ?			
69	Clause 11.7 - **Works** cleaning and clearing F:..... V:..... T:.....	Item		
70	Clause 11.8 - Vermin F:..... V:..... T:.....	Item		
71	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item		
72	Clause 11.10 - Tenant installations F:..... V:..... T:.....	Item		
73	Clause 11.11 - Advertising F:..... V:..... T:.....	Item		
	SECTION C: SPECIFIC PRELIMINARIES The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **practical completion** and that any **defects** that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written **notice** to do so			
	Carried to Collection	R		

	The warranty will not be enforced if the work is damaged by **defects** in the execution of the **works**, in which case the responsibility for replacement shall rest entirely with the **contractor**		
	F:..... V:..... T:.....	Item	
74	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**		
	F:..... V:.....T:.....	Item	
75	Cooperation of the **contractor** for cost management It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the **contract value** does not exceed the budget		
	F:..... V:.....T:.....	Item	
76	Overloading The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the **works** or temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense		
	F:..... V:.....T:.....	Item	
77	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing		
	F:..... V:.....T:.....	Item	
	Carried to Collection	R	

78	Health and safety Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the **works** and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]		
	Health and safety Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the **works** (refer to Annexure ? for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The **contractor** shall: 1. Comply with the health and safety specification for the **works** 2. Prepare and agree with the health and safety consultant the health and safety plan for the **works** 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the **employer's** health and safety specification F:..... V:..... T:.....	Item	
	Carried to Collection	R	

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to Collection R

Section No. 1

Bill No. 1

Preliminaries

COLLECTION PAGE

	Page No	Amount R
Total Brought Forward from Page No.	1/1	
Total Brought Forward from Page No.	1/2	
Total Brought Forward from Page No.	1/3	
Total Brought Forward from Page No.	1/4	
Total Brought Forward from Page No.	1/5	
Total Brought Forward from Page No.	1/6	
Total Brought Forward from Page No.	1/7	
Total Brought Forward from Page No.	1/8	
Total Brought Forward from Page No.	1/9	
Total Brought Forward from Page No.	1/10	
Total Brought Forward from Page No.	1/11	
Total Brought Forward from Page No.	1/12	
Total Brought Forward from Page No.	1/13	
Total Brought Forward from Page No.	1/14	
Total Brought Forward from Page No.	1/15	
Total Brought Forward from Page No.	1/16	
Total Brought Forward from Page No.	1/17	
Total Brought Forward from Page No.	1/18	
Carried Forward	R	

Section No. 1

Bill No. 1

Preliminaries

COLLECTION PAGE

	Page No	Amount R
Brought Forward	R	
Total Brought Forward from Page No.	1/19	
Total Brought Forward from Page No.	1/20	
Total Brought Forward from Page No.	1/21	
Total Brought Forward from Page No.	1/22	
Total Brought Forward from Page No.	1/23	
Total Brought Forward from Page No.	1/24	
Total Brought Forward from Page No.	1/25	
Total Brought Forward from Page No.	1/26	
Carried to Final Summary	R	

Item No		Quantity	Rate	Amount R

SECTION NO 2

BILL NO 1

EARTHWORKS

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

For preambles see "Model Preambles for Trades"

SUPPLEMENTARY PREAMBLES

Nature of ground

The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock".

The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock".

The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, therefore "earth", but possibly interspersed with "hard rock".

Carried to Collection R

	Trial holes indicate that the nature of the ground is silty clay to a depth of approximately 500mm with fine to medium loose sandy material below, therefore "earth". The trial holes also indicate that the water table is at a maximum depth of approximately 1000mm. A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured **Carting away of excavated material** Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site **Filling** Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material				
	EXCAVATIONS				
	Excavation in earth not exceeding 2m deep below reduced level				
1	Trenches	m³	191		
2	Base pits	m³	101		
	EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER				
	Carried to Collection			R	

	Extra over trench and hole excavations in earth for excavation in				
3	Soft rock (LI)	m³	29		
4	Hard rock (LI)	m³	15		
	Extra over all excavations for carting away				
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m³	161		
	Risk of collapse of excavations				
6	Sides of trench and hole excavations not exceeding 1,5m deep (LI)	m²	831		
	Keeping excavations free of water				
7	Keeping excavations free of water		Item		
	FILLING ETC				
	Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 93% Mod AASHTO density				
8	Backfilling to trenches, holes, etc	m³	131		
	Earth filling supplied by the contractor, compacted to 93% Mod AASHTO density				
9	G6 fill Under floors, steps, pavings, etc in 150mm layers compacted to 93% Mod AASHTO	m³	210		
	Compaction of surfaces				
10	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m²	668		
	Carried to Collection			R	

	Prescribed density tests on filling				
11	"Modified AASHTO Density" test	No	40		
	SOIL POISONING				
	Soil insecticide				
12	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	668		
13	To bottoms and sides of trenches etc	m²	1,119		
	Carried to Collection			R	

Section No. 2

Bill No. 1

Earthworks

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/1		
Total Brought Forward from Page No.	2/2		
Total Brought Forward from Page No.	2/3		
Total Brought Forward from Page No.	2/4		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO 2

BILL NO 2

CONCRETE, FORMWORK AND REINFORCEMENT

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

For preambles see "Model Preambles for Trades"

SUPPLEMENTARY PREAMBLES

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately)

Carried to Collection R

	Formwork				
	Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.				
	Formwork to soffits of (solid) slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described				
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer fordesign reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"				
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	15MPa/20mm concrete				
14	Surface blinding under footings and bases	m³	14		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	30MPa/20mm concrete				
15	Strip footings	m³	46		
16	Apron	m³	16		
	Carried to Collection			R	

17	Bases	m³	40		
18	Stub column	m³	2		
19	Steps	m³	1		
20	Ramps	m³	0.5		
21	Surface beds on waterproofing	m³	51		
	REINFORCED CONCRETE				
	30MPa/20mm concrete				
22	Columns	m³	14		
23	Slabs, including beams and inverted beams	m³	3		
	SURFACE TREATMENT				
24	Steel float finish to concrete surface	m²	162		
	TEST CUBES				
25	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	80		
	ROUGH FORMWORK				
	Rough formwork to sides				
26	Stub columns	m²	29		
27	Steps	m²	3		
28	Sloping and stepped outer edges of stairs not exceeding 400mm high extreme	m	6		
	Rough formwork to sides and soffits "LI"				
29	Beams propped up exceeding 1.5m and not exceeding 3.5m high	m²	25		
	Carried to Collection			R	

30	20 x 20mm chamfers to beams	m	20		
	SMOOTH FORMWORK (DEGREE OF ACCURACY 1)				
	Smooth formwork to sides				
31	Rectangular columns with total height exceeding 3.5m and not exceeding 5.0m above bearing level	m²	86		
32	Rectangular columns with total height exceeding 5.0m and not exceeding 6.5m above bearing level	m²	85		
	Boxing in smooth formwork to form				
33	20 x 20mm vertical chamfers to columns	m	524		
	MOVEMENT JOINTS ETC				
34	10mm wide joint filler material between vertical walls and concrete floor	m	131		
	REINFORCEMENT (PROVISIONAL)				
	Mild steel reinforcement to structural concrete work				
35	R8 diameter bar	t	0.02		
36	R10 diameter bar	t	1.01		
	High tensile steel reinforcement to structural concrete work				
37	Y8 Diameter bars	t	0.76		
38	Y10 Diameter bars	t	1.12		
39	Y12 Diameter bars	t	2.45		
40	Y16 Diameter bars curved on plan	t	2.45		
41	Y20 Diameter bars curved on plan	t	0.05		
	Carried to Collection			R	

	Fabric reinforcement				
42	Type 193 fabric reinforcement in concrete aprons	m²	156		
43	Type 245 in concrete surface beds	m²	519		
	Carried to Collection			R	

Section No. 2

Bill No. 2

Concrete, Formwork & Reinforcement

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/6		
Total Brought Forward from Page No.	2/7		
Total Brought Forward from Page No.	2/8		
Total Brought Forward from Page No.	2/9		
Total Brought Forward from Page No.	2/10		
Carried Forward to Summary of Section No. 2		R	

Item No		Unit	Quantity	Rate	Amount R

SECTION 2

BILL NO 3

MASONRY

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

For Preambles refer to "Model Preambles for Trade 1999"

SUPPLEMENTARY PREAMBLES

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the architect

BRICKWORK

Sizes in descriptions

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick

Carried to Collection R

Hollow walls, etc

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole

Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixeal" bitumen emulsion waterproofing coating

Brick reinforcement

Descriptions of brickwork shall be deemed to include for steel reinforcing fabric as specified every fourth course in superstructure and every course in foundations

Additional bar reinforcement in lintels, etc is measured separately billed in kilogram (kg), not in ton (t). Rates for header course brickwork in lintels, etc shall include for threading face bricks over bar reinforcement and grouting holes up solidly

FACE BRICKWORK

The type and colouring of face bricks used in foundations up to plinth height shall differ from that used in super structure

Bricks shall be ordered timeously to obtain uniformity in size and colour

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

Carried to Collection R

	SAMPLES				
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site				
	Descriptions of stonework shall be deemed to include preparatory work, labours to backs, beds and joints, templates, mortices for bolts etc and for hoisting and setting in position, bedding, jointing and pointing, casing and protecting from injury and cleaning down at completion				
	Descriptions of recessed pointing to stonework shall be deemed to be square recessed, hollow recessed, weathered pointing, etc				
	FOUNDATIONS				
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar				
44	Half brick walls	m²	52		
45	One brickwall	m²	198		
46	One brickwall circular	m²	16		
47	One and Half brickwall	m²	39		
48	345 x 345mm brick pier	m³	0.3		
	FACE BRICKWORK				
	Face bricks at a purchase price of R9500,00/1000 bricks delivered to site pointed with recessed polished horizontal and vertical joints in foundations (Provisional)				
49	Extra over brickwork for face brickwork (LI)	m²	47		
	Carried to Collection			R	

	BRICKWORK IN SUPERSTRUCTURE				
	Brickwork of NFP bricks in class II mortar				
50	Half brick walls (LI)	m²	191		
51	One brick walls (LI)	m²	611		
52	One and Half brickwall	m²	191		
53	One brick walls circular on plan	m²	45		
54	One brick walls in gable walls (LI)	m²	47		
55	345 x345mm brick pier	m³	1		
56	220mm Wide coping pointed on both faces and soffit in circular wall(LI)	m	21		
	BRICKWORK SUNDRIES				
	Brickwork reinforcement				
57	75mm wide reinforcement built in horizontally (LI)	m	2,214		
58	150mm wide reinforcement built in horizontally (LI)	m	5,226		
59	150mm wide reinforcement built in horizontally to circular walls(LI)	m	316		
	"Fabcon" or other similar approved prestressed fabricated lintels				
60	110x75mm lintels in lenghts not exceeding 3m (LI)	m	223		
	Turning pieces				
61	220mm Wide turning piece to lintels, etc (LI)	m	104		
	FACE BRICKWORK				
	Carried to Collection			R	

	Face bricks at a purchase price of R9500,00/1000 bricks delivered to site pointed with recessed polished horizontal and vertical joints in foundations (Provisional)				
62	Extra over brickwork for face brickwork (LI)	m²	382		
63	680 x 540mm brick pier encasing steel universal columns	m³	4		
64	Extra over brickwork for face brickwork in beamfilling (LI)	m²	34		
	Walls faced both sides				
65	One brickwall in facings to both skins	m²	198		
	Fair cutting to facebrick				
66	Fair splay cutting (LI)	m	129		
67	Fair raking cutting	m	51		
	Brick-on-edge header course copings, sills, etc of face bricks at a purchase price of R9500,00/1000 bricks delivered to site pointed with polished recessed joints on all exposed faces (Provisional)				
68	110mm Wide sills set level and slightly projecting(LI)	m	60		
	Brick-on-edge header course copings, sills, etc of face bricks at a purchase price of R9500,00/1000 bricks delivered to site pointed with polished recessed joints on all exposed faces (Provisional)				
69	220mm Wide coping pointed on both faces and soffit (LI)	m	9		
	BRICKWORK SUNDRIES				
	Carried to Collection			R	

	Galvanised hoop iron cramps, ties, etc				
70	30 x 1,2mm L-shaped Cramp 450mm total length with one end built into concrete column and other end built into brickwork (LI)	No	1,542		
	Carried to Collection			R	

Section No. 2

Bill No. 3

Masonry

COLLECTION PAGE

	Page No	Amount R
Total Brought Forward from Page No.	2/12	
Total Brought Forward from Page No.	2/13	
Total Brought Forward from Page No.	2/14	
Total Brought Forward from Page No.	2/15	
Total Brought Forward from Page No.	2/16	
Total Brought Forward from Page No.	2/17	
Carried Forward to Summary of Section No. 2		R

Item No		Unit	Quantity	Rate	Amount R
	SECTION 2				
	BILL NO. 4				
	WATERPROOFING				
	Key: **Location Description** A ECD B Hall C External Works D Provisional Sums E Item F Preliminaries				
	NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 120 for CPAP formula purposes.				
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	DAMP-PROOFING OF WALLS AND FLOORS				
	One layer of 375 micron "Consol Plastics Brikgrip DPC" or other similar approved embossed damp proof course				
71	In walls	m²	310		
	Carried to Collection			R	

	One layer of 250 micron "Consol Plastics Gunplas USB Green" or other similar approved waterproof sheeting sealed at laps with an approved contact adhesive				
72	Under surface beds	m²	513		
73	Aprons and v-drains (mechanically jointed)	m²	156		
	WATERPROOFING TO ROOFS, BASEMENTS, ETC				
	4mm "Derbigum SP" fully bonded waterproofing				
74	On flat floors not exceeding 25 degrees from the horizontal	m²	14		
75	On plastered brickwall	m²	2		
	PROTECTIVE STONE DRESSING				
	25mm Crushed stone dressing evenly spread with larger stones around outlets				
76	50mm Thick on waterproofing to flat roofs	m²	14		
	PROTECTIVE ROOFING PAINT				
	Two coats "Silvakote" bituminous aluminium paint				
77	On waterproofing to roofs	m²	14		
78	On waterproofing to walls	m²	2		
79	10 x 10mm in construction joints including raking out joint filler as necessary	m	262		
	Carried to Collection			R	

Section No. 2

Bill No. 4

Waterproofing

COLLECTION PAGE

	Page No	Amount R
Total Brought Forward from Page No.	2/19	
Total Brought Forward from Page No.	2/20	
Carried Forward to Summary of Section No. 2		R

Item No		Unit	Quantity	Rate	Amount R

SECTION 2

BILL NO. 5

ROOF COVERINGS

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

NOTE:
Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 124 for CPAP formula purposes.

General

All roof coverings, etc., to be with a covering of Z275 galvanising. All holes to be drilled and not punched.

Where described as with "Chromadeck" finish, all sheets, flashings, etc., shall be with "Chromadeck" silicone polyester paint for exterior use.

Sizes

All items are measured net unless otherwise described.

Carried to Collection R

	Flashings, trimming plates, etc.				
	Prices to include for all cuttings and waste and relevent fixing material, unless otherwise described.				
	All rates for flashings, trimmings, etc., to include for forming drips and closed ends to troughs of sheets steel roof covering where applicable.				
	All items are, unless otherwise described, meassured net.				
	PROFILED METAL SHEETING AND ACCESSORIES				
	0.6mm thick Chromadek IBR 686 ISQ 300 Profile roof sheeting chromadek finish to one side and standard coating profile roll-formed roof sheeting pre-painted metal sheeting with zinc galvanised coating (colour to Architects' specifications) at 10 degree slope fixed to structural steel roof trusses at centres to manufacturer's details on sisolation to roofing sheets (elsewhere measured)				
80	Roof covering [LI]	m²	666		
	ROOF AND WALL INSULATION				
	Roof insulation "Sisalation 420" insulation material fixed between rafters and purlins, all strictly to the manufacturer's specifications, or similar approved,				
81	High reflective double side bubble foil laminate insulation membrane 10 to 25mm airspace combined thickness compliant with sans 428, fire retardant with no combustibility [LI]	m²	666		
	SHEET METAL FLASHINGS, LININGS, COPINGS, ETC				
82	Headwall flashings 550mm girth 3 times bent and notched on to suite roof profile	m	55		
	Carried to Collection			R	

Section No. 2

Bill No. 5

Roof Coverings

COLLECTION PAGE

	Page No	Amount R
Total Brought Forward from Page No.	2/22	
Total Brought Forward from Page No.	2/23	
Carried Forward to Summary of Section No. 2		R

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 6

CARPENTRY AND JOINERY

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

Joinery

Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes

Fixing

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete

Carried to Collection R

	Decorative laminate finish Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish				
	STRUCTURAL TIMBERWORK ETC				
	PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC SUPPLEMENTARY PREAMBLES Roof covering is Chromadek Sheeting on purlins References given in descriptions refer to the respective types of trusses detailed on the architect's/engineer's drawings annexed to these bills of quantities for tender purposes Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION SA PINE GR10:				
83	114 x 38mm Wall plates	m	129		
84	228 x 50mm Rafter	m	126		
85	75 x50mm purlins	m	132		
	EAVES, VERGES, ETC Everite Nutec Fascia Board				
86	215 x15mm Fascias and barge boards including aluminium H-profile jointing strips	m	230		
	Carried to Collection			R	

	SKIRTINGS				
	Wrought meranti				
87	19 x 76mm Skirtings including 19mm quadrant bead, plugged (LI)	m	273		
	DOORS ETC				
	Solid meranti braced back and ledged door				
88	813x2032x42mm (LI)	No	7		
89	1200 x 2125 x 42mm	No	3		
90	495 x 2195 x 42mm	No	4		
	Heavy Duty Masonite door				
91	813x2032x42mm (LI)	No	24		
	PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC				
92	2400 x 1200mm magnetic white board with 20mm wide standard anodised aluminium frame complete with slide-in aluminium 450 x 35mmpen tray, fixed to wall with 6mm wall screws and masonry plugs concealed mounting as per manufacturer's specification (LI)	No	5		
93	2100 x 1200 comprising of laminated soft board core pinning material beaded all round with anodised aluminium channel surround mitred at the corners fitted to wall with fixing brackets, screws and wall plugs, strictly to manufacturer's specification (LI)	No	5		
	Carried to Collection			R	

Section No. 2

Bill No. 6

Carpentry and Joinery

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/25		
Total Brought Forward from Page No.	2/26		
Total Brought Forward from Page No.	2/27		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 7

CEILINGS, PARTITIONS AND ACCESS FLOORING

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

Tenderers are advised to study the GP ASC Rev 0 (General specifications of materials and ,methods to be used for building contracts) before pricing the bill.

SUPPLEMENTARY PREAMBLES

Descriptions

Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere

Carried to Collection R

	Proprietary suspended ceilings				
	Electric light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance shall be made accordingly for their support, inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing shall take cognisance thereof)				
	CPA WORK GROUP				
	Unless otherwise stated ceilings will be Work Group 129				
	INSULATION, ETC				
	Non-combustible fibreglass insulation of a density of not less than 10kg/m3 bonded with an inert thermo-setting resin				
94	50mm Insulation in blanket form lapped not less than 50mm along all edges and laid on top of brandering between roof timbers etc (LI)	m²	522		
	NAILED UP CEILINGS				
	9mm Gypsum plasterboard flush jointed ceiling system constructed of gridlock steel brandering/35mm faced galvanised T suspension system fixed at a maximum of 500mm centres in one direction and plasterboard fixed at right angles to the appropriate suspension system using 25mm drywall screws placed at 150mm centres				
95	Ceilings sloping at not more than 6degrees and including 38 x 38mm sawn softwood brandering at 400mm centres and cross brandering at 400mm centres (LI)	m²	522		
	Gypsum plasterboard cornices				
96	60 x 60mm approved polyurethane coved cornices (LI)	m	396		
	Carried to Collection			R	

Section No. 2

Bill No. 7

Ceilings, Partitions and Access Flooring

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/29		
Total Brought Forward from Page No.	2/30		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 8

FLOOR COVERINGS, WALL LININGS, ETC

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

NOTE : All materials shall be in colours to be selected by the Representative/Agent and, where applicable, laid to approved patterns

FLOOR COVERINGS AND LININGS

2.0mm thick Non-slip Polyurethane Reinforced (PUR) non-directional heavy duty vinyl sheet impregnated with carborundum particles with welded joints

97	On floors	m²	373		

POLISH, SEALERS, ETC

Carried to Collection R

	Scrub with a diluted meutral detergent complying with SABS 825 thoroughly rinse and apply two coats of water based floor dressing complying with SABS 1042				
98	Two coats approved polish on vinyl flooring	m²	373		
	Carried to Collection			R	

Section No. 2

Bill No. 8

Floor Coverings, Plastic linings, etc

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/32		
Total Brought Forward from Page No.	2/33		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 9

IRONMONGERY

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

Finishes to ironmongery

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded

LOCKS

99	78mm profile cylinder sashlock with 22mm CP plate	No	9		

Carried to Collection R

100	63mm standard europrofile nickel plated 5-pin Double cylinder lockset (Master keyed)	No	9		
101	Rebate conversion kit for Euro Profile locks	No	4		
102	Chromium plated indicator sashlock	No	28		
103	150mm Galvanised barrell bolt	No	8		
104	200mm SC on Brass Cabin Hook and eye with 100 x100 x75mm chamfered wrought meranti block	No	8		
	DOOR CLOSERS AND FLOOR SPRINGS				
	Samples to be approved by Architect				
105	Silver DA door closer delayed action with link arm (PC Sum R 2700.00 each)	No	9		
	SUNDRIES				
	Approved				
106	Stainless steel floor mounted door stop	No	37		
	HANDLES				
	"Union" or other similar approved				
107	Pair of lever handle on rose with cylinder escutcheons	No	4		
	PUSH PLATES AND KICKING PLATES				
	"Union" or other similar approved				
108	200 x 820mm stainless steel push plate	No	5		
109	100 x 1970mm stainless steel push plate	No	32		
110	300 x 800mm stainless steel kick plate	No	32		
	Carried to Collection			R	

	Unless otherwise stated all items in this bill will be Work Group 132				
	CATCHES, CABIN HOOKS,ETC				
	Union				
111	100mm Brass butt hinge	Pairs	5.0		
	BUDGETARY AMOUNT				
112	Allow a Budgetary Sum of R95,000.00 for Ironmongery including fixtures and bathroom fittings			SUM	
	Carried to Collection			R	

Section No. 2

Bill No. 9

Ironmongery

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/35		
Total Brought Forward from Page No.	2/36		
Total Brought Forward from Page No.	2/37		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION 2

BILL NO. 10

STRUCTURAL STEELWORK

PREAMBLES

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

Tenderers are advised to study the GP ASC Rev 0 (General specifications of materials and ,methods to be used for building contracts) before pricing the bill.

SUPPLEMENTARY PREAMBLES

Descriptions

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

STEEL COLUMNS

Carried to Collection R

	Welded steel sections, gusset and connection plates and L-section cleats bolted to concrete				
	STEEL COLUMNS AND BEAMS				
	Welded columns in single lengths with flat section base, top, bearer and connection plates bolted to concrete plinth.				
	Welded columns in single lengths with flat section bearer and connection plates bolted to base plates				
113	254 x146 x31mm universal beam	t	0.90		
114	152 x 152 x 23mm universal column	t	0.19		
	Welded beams in single lengths with flat section bearer and connection plates bolted to columns				
115	254 x146 x23mm universal beam	t	0.22		
116	152 x 152 x 23mm universal beam	t	0.33		
117	150 x 150 x 6 x 26.16kg/m SHS	t	0.17		
	STEEL TRUSSES ETC				
	Welded portal frames with flat section bearer, gusset and connection plates and L-section cleats bolted to concrete				
118	254 x144 x31mm universal beam to rafters	t	1.63		
119	305 x 102 x25mm universal beam to rafters	t	1.94		
120	150 x 50 x 25 x 2.5 Cold Formed Lipped Channel to purlins	t	7.97		
121	40 x 40 x 5 Hot Rolled Section Equal Angle as knee and sag brace	t	0.28		
122	80 x 80 x 5 Hot Rolled Section Equal Angle as bracing	t	0.38		
	Carried to Collection			R	

123	80 x 80 x 8 Hot Rolled Section Equal Angle as bracing	t	0.31		
124	M16 HD expansion bolt including nut and washer cast in exact position in top of concrete	No	48		
	Plates, Bolts to columns, beams, etc				
125	350 x 250 x 16mm thick Base plates	kg	68		
126	230 x 230 x 16mm thick Base plates	kg	6		
	Sundries				
127	Allow for miscellaneous items required for structural steel	t	0.72		
	Carried to Collection			R	

Section No. 2

Bill No. 10

Structural Steelwork

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/39		
Total Brought Forward from Page No.	2/40		
Total Brought Forward from Page No.	2/41		
Carried Forward to Summary of Section No. 2		R	

Item No		Unit	Quantity	Rate	Amount R
	SECTION 2				
	BILL NO. 11				
	METALWORK				
	Key: **Location Description** A ECD B Hall C External Works D Provisional Sums E Item F Preliminaries				
	NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 136 for CPAP formula purposes. Tenderers are advised to study the "Model Preambles for Trades(1999 Edition) published by the Association of South African Quantity Surveyors before pricing this bill.				
	SUPPLEMENTARY PREAMBLES				
	PRESSED STEEL DOOR FRAMES				
	GALVANISED PRESSED STEEL DOOR FRAMES				
	1,6mm Rebated frames suitable for one brick walls				
128	813 x 2032mm door	No	14		
129	Frame for door size 1680 x 2032mm	No	1		
	Carried to Collection			R	

130	Frame for door size 1500 x 2720mm including a 595mm high fanlight	No	2		
131	Custom steel frame for door size 2190 x 2125mm	No	1		
	1.6mm rebated frames suitable for half brickwalls				
132	Frame for door 813 x 2032mm high	No	15		
	STEEL WINDOWS, DOORS, ETC				
	Standard windows with burglar bars to all sashes				
	The following to be read and priced in conjunction with the Architect's window and door schedule				
	STEEL ROLLER SHUTTERS ETC				
	OTHER METALS				
	Aluminium windows, doors, etc				
	The following to be read and priced in conjunction with the Architect's window and door schedule (0105)				
	Purpose made Gloss Marine powder coated Aluminium windows made from 2mm thick hollow extruded Aluminium sections complete with 6.38mm low E high penetration resistance laminated safety glass and necessary ironmongery as per Architect's specification to brickwalls including sealing of windows				
133	Window type W01a of size 600 x 900mm high	No	9		
134	Window type W02a of size 900 x 1200mm high	No	15		
135	Window type W03a of size 600 x 600mm high	No	8		
136	Window type W01b of size 1200 x 2125mm high	No	1		
137	Window type W02b of size 600 x 2125mm high	No	1		
	Carried to Collection			R	

138	Window type W03b of size 400 x 600mm high	No	8		
139	Window type W04 of size 2100 x 600mm high	No	1		
140	Window type W05 of size 1200 x 600mm high	No	1		
141	Window type W06 of size 900 x 600mm high	No	2		
142	Window type W07 of size 1200 x 600mm high	No	2		
143	Window type W08 of size 1700 x 1200mm high	No	1		
144	Window type W09 of size 1640 x 1200mm high	No	1		
145	Window type W11 trapezoidal in shape of size 3340 x 445 and 740mm high	No	1		
146	Window type W12 trapezoidal in shape of size 3300 x 745 and 1035mm high	No	1		
	Purpose made Gloss Marine powder coated Aluminium windows made from 2mm thick hollow extruded Aluminium sections complete with 6.38mm low E high penetration resistance laminated safety glass and necessary ironmongery with louvres fitted with Merco insect screen as per Architect's specification to brickwalls including sealing of windows				
147	Window type W10 of size 1755 x 1215mm high	No	4		
	Purpose made Gloss Marine powder coated Aluminium doors made from 2mm thick hollow extruded Aluminium sections complete with 6.38mm low E high penetration resistance laminated safety glass and necessary ironmongery with louvres fitted with Merco insect screen as per Architect's specification to brickwalls including sealing of windows				
148	Door type D10R of size 875 x 2125mm high	No	1		
149	Door type D11 of size 1500 x 2125mm high	No	2		
	Carried to Collection			R	

150	Door type D12 of size 900 x 2125mm high with a glazed viewing panel 1600 x 1200	No	2		
151	Door type D13 of size 900 x 2125mm high with a glazed viewing panel 2600 x 1200	No	1		
	Carried to Collection			R	

Section No. 2

Bill No. 11

Metalwork

COLLECTION PAGE

	Page No	Amount R
Total Brought Forward from Page No.	2/43	
Total Brought Forward from Page No.	2/44	
Total Brought Forward from Page No.	2/45	
Total Brought Forward from Page No.	2/46	
Carried Forward to Summary of Section No. 2		R

Item No			Quantity	Rate	Amount R
	SECTION NO. 2				
	BILL NO. 12				
	PLASTERING				
	Key: **Location Description** A ECD B Hall C External Works D Provisional Sums E Item F Preliminaries				
	PREAMBLES				
	The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
	SCREEDS				
	1:3 Screeds steel trowelled on concrete				
152	30mm Thick on floors and landings (LI)	m²	515		
	Epoxy self levelling screed				
153	3mm solvent free, polyamine cured epoxy to cement screed as self levelling screed	m²	373		
	GRANOLITHIC				
	Untinted granolithic on concrete				
154	30mm Thick on floors and landings	m²	20		
	Carried to Collection			R	

	INTERNAL PLASTER				
	Cement plaster on brickwork				
155	On walls (LI)	m²	1,163		
156	On narrow widths (LI)	m²	35		
	Cement plaster on concrete surface				
157	Concrete soffits	m²	5		
	Rhinolite plaster to gypsum rhino plaster board				
158	On ceilings (LI)	m²	522		
	EXTERNAL PLASTER				
	Cement plaster on brickwork				
159	On walls	m²	55		
160	On circular walls	m²	89		
161	Concrete soffits	m²	9		
	Carried to Collection			R	

Section No. 2

Bill No. 12

Plastering

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/48		
Total Brought Forward from Page No.	2/49		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 13

TILING

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

Descriptions

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding

WALL TILING

Carried to Collection R

	Ceramic wall tiles (Allow for PC Sum of R180/m2) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound				
162	To splashbacks	m²	12		
	Carried to Collection			R	

	FLOOR TILING				
	400 x 400 x 12mm non- slip ceramic floor tiles (Allow a PC Sum of R400/m²) fixed with adhesive to screed (screed elsewhere) and flush pointed with waterproofing grout				
163	On floors and landings	m²	81		
164	Skirting 100mm high of cut tiles	m	121		
	Stone floor tiles (Allow a PC Sum of R460/m²) fixed with adhesive to screed (screed elsewhere) and flush pointed with waterproofing grout				
165	On floors and landings	m²	47		
	BATHROOM FITTINGS				
	Roll holders and soap dish				
166	135 x 385 x 130 "Twinsaver 0573 -TR3" white or other equally and approved toilet roll holder with spindle system manufactured from stainless steel18/10 stainless steel satin finished, cylinder lock with standard key for 3 rolls recessed 90mm into the wall	No	13		
167	328 x 203 x 1162 recessed paper towel dispenser and wash bin combination manufactured from 18/10 stainless steel satin finished, cylinder lock with standard key, soap dispenser with 1 litre container and 300-400 towel capacity dispenser recessed 90mm into the wall	No	5		
168	Wall mounted 371 x 221 x 330 "Twinsaver 0903" white or other equally and approved automatic hand towel dispenser.	No	5		
169	Wall mounted 150 x 25 x 150 shelf or double soap tray white in colour manufactured from 18/10 stainless steel satin finished, with a deep drawn ribbed tray	No	5		
	Carried to Collection			R	

170	Wall mounted 200 x 128 x 295 sanitary towel disposal bin manufactured from 18/10 stainless steel satin finished, with a deep drawn lid welded container and stainless steel piano hinge. The disposal bin incorporates a plastic container with a 6 litre capacity	No	6		
171	Wall mounted manual Twinsaver code 0758" or other equally and approved soap dispenser of size 232 x 114 x 124mm	No	5		
	Grab rails				
172	300mm x 96mm x 300mm paraplegic grab rail manufactured from 18/10 stainless steel satin finished of 31.8mm diameter fixed to walls with screws and dowels	No	2		
	Carried to Collection			R	

Section No. 2

Bill No. 13

Tiling

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/51		
Total Brought Forward from Page No.	2/52		
Total Brought Forward from Page No.	2/53		
Total Brought Forward from Page No.	2/54		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 14

PLUMBING AND DRAINAGE (PROVISIONAL)

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

TRADE NAMES

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Representative / Agent

Carried to Collection R

DESCRIPTIONS AND PREAMBLES

Reference shall be made to other trades for preambles and full descriptions of items not fully described in this trade which shall apply equally to work in this trade, unless otherwise described

RATES

Rates for all piping, fittings, etc shall include for all fixing in position of fittings, cutting of chases in brickwork or concrete, excavation of trenches, backfilling, etc unless otherwise described

DIAMETER OF PIPES

Diameters stated for pipes, traps, valves, etc are internal diameters, except uPVC, polyethylene, stainless steel and copper pipes for which external diameters are stated

REDUCING FITTINGS

Where fittings have reducing ends or branches they are described as "reducing"

In the case of pipes with diameters not exceeding 60mm, only the largest end or branch is given. Should the contractor wish to use other fittings and bushes or reducers, he may do so on the understanding that no claim in this regard will be entertained

In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Carried to Collection R

uPVC PIPES AND FITTINGS

Sewer and drainage pipes and fittings shall be according to SABS 791, jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be according to SABS 967 and solvent jointed

Cold water supply pressure pipes and fittings shall be according to SABS 966 and jointed by means of the "Lyng" type jointing system

Pipes shall be fixed and jointed according to SABS 0112

COPPER PIPES

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin wall hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper pipes, capillary soldier fittings and compression fittings shall be Cobra Watertech or other equal approved type. Capillary soldier fittings shall comply with ISO 2016

WIRE GRATINGS

Descriptions of gutter outlets, etc shall be deemed to include wire balloon gratings

Carried to Collection R

	RAINWATER DISPOSAL				
	110mm x 75mm Aluminium Gutters				
173	110 x 75mm aluminium roof gutters (LI)	m	135		
174	Aluminium Rainwater pipes (LI)	m	40		
	Extra over for gutters (LI)				
175	Extra over gutter for stopped end	No	6		
176	Extra over gutter for angle	No	2		
177	Extra over gutter for outlet	No	10		
178	Extra over rainwater pipe for bend	No	10		
179	Extra over rainwater pipe for shoe	No	10		
180	Extra over rainwater pipe for eaves or plinth offset	No	10		
	SANITARY FITTINGS				
	Water Closet				
181	"Betta Iqwa" or other equally and approved WC suite with close coupled 90 degrees outlet open rim and top dual 6 litre push button top dual flush cistern complete with lid, valve fitting and matching flush pipe, and wooden seat. Set to be fitted as per manufacturer's instructions.	No	6		
	Carried to Collection			R	

182	Atlas Paraplegic assisted mobility WC suite with close coupled 90 degrees outlet open rim and 6 litre top dual flush cistern complete with lid, valve fitting and matching flush pipe, and wooden seat. Set to be fitted as per manufacturer's instructions.	No	2		
183	WC junior suite with close coupled 104 degrees outlet open rim and 6 litre top dual flush cistern complete with lid, valve fitting and matching flush pipe, and wooden seat. Set to be fitted as per manufacturer's instructions.	No	5		
	Wash hand basin				
184	465 x 429mm White porcelain enamelled wall mounted "Betta Flair" or other equally and approved WHB with single/double holes complete with plug, chain, anchor, etc. All items to be fully fitted with all necessary plumbing accessories	No	6		
185	570 x 465 x 185mm White porcelain enamelled wall mounted "Betta Coral" or other equally and approved WHB with single/double holes complete with plug, chain, anchor, etc. All items to be fully fitted with all necessary plumbing accessories	No	2		
	Stainless Steel Sink				
186	800 x 460mm wide single bowl soft edge stainless steel inset sink with basket strainer waste fittings. All items to be fully fitted with all necessary plumbing accessories.	No	3		
187	"Frankie Rondo Prep Bowl - RDX61045" or other and equally approved prep bowl soft edge stainless steel inset sink with basket strainer waste fittings. All items to be fully fitted with all necessary plumbing accessories.	No	1		
188	1850mm Kwikot soft edge stainless steel combination pot and catering sink with basket strainer waste fittings including legs and support. All items to be fully fitted with all necessary plumbing accessories.	No	2		
	Carried to Collection			R	

	Urinal				
189	610 x 385mm Wash down wall hung urinal complete with wall hangers, strainer waste, top inlet spreader and chrome plated flush pipe fully installed and supplied with all necessary accessories	No	3		
	Bath tub				
190	Plexicor cross linked cost acrylic Perspex Carmen bath overall size 1700 x 700 x 390mm deep with 52mm end waste outlet, supported on 38 x 38mm timber battens fixed to adjacent walls	No	1		
	Shower set				
191	Acrylic square shower tray colour white, overall size 900 x 900 x 150mm deep, set on 1:5 cement mortar bedding and pointed all round with mildew resistant silicone between shower tray and tiles , all in accordance with manufacturer's instructions	No	1		
	WASTE UNIONS ETC				
	Brass				
192	32mm Basin waste union	No	8		
193	38mm Bath or sink waste union	No	13		
194	38mm Domical grating urinal waste union	No	3		
	Carried to Collection			R	

	TRAPS ETC				
	Rubber				
195	38 x 50mm Deep seal "P" or "S" trap	No	9		
196	40mm Rubber deepseal combination "P" trap for double bowl sink.	No	6		
197	32 x 40mm Chromium plated bottle trap	No	3		
	Brass				
198	40mm Shower trap including stainless steel grating	No	1		
	TAPS, VALVES ETC				
	"Cobra Watertech" or equal approved				
199	Chrome plated sink mixer with aerated swivel outlet mounted on the sink. All items to be fully fitted with all necessary plumbing accessories.	No	6		
200	Chromium plated bath mixer with aerated swivel outlet mounted on the sink. All items to be fully fitted with all necessary plumbing accessories.	No	1		
201	Undertile stop taps with flange as per architect's specifications	No	2		
202	Shower rose with arm	No	1		
203	32mm CP Flush master fitted as per manufacturer's instruction	No	3		
204	15mm CP basin pillar tap	No	16		
205	15mm CP angle regulating valves	No	43		
206	15 x 350mm CP flexable connector	No	21		
	SANITARY PLUMBING				
	Carried to Collection			R	

207	50mm Pipes chased into brick walls	m	47		
208	50mm Bend	No	36		
209	50mm Access bend	No	33		
210	50mm Access junction	No	8		
211	50mm juntion	No	22		
212	110mm Bend	No	13		
213	110mm Access bend	No	13		
214	110mm Socket	No	13		
215	110mm Junction	No	13		
216	110mm Access junction	No	13		
217	110mm Two-way vent valve	No	13		
218	110mm Pan connector	No	13		
	DOMESTIC WATER SUPPLIES				
219	15mm Pipes chased in brickwork	m	92		
220	22mm Pipes chased in brickwork	m	93		
221	35mm Pipes chased in brickwork	m	24		
	Extra over class "2" copper pipes for capillary fittings "LI"				
222	15mm Fittings	No	28		
223	22mm Fittings	No	116		
224	35mm Fittings	No	24		
225	Testing water pipe system		Item		
	Carried to Collection			R	

	FIRE PROTECTION SYSTEM				
	Supply, installation, test and commissioning of the complete mechanical fire protection system and equipment as shown on the drawings.				
	FIRE HOSE REELS AND FIRE FIGHTING EQUIPMENT				
	Fire Hose Reel				
226	30m hose reel, chromium plated stopcock, shut-off nozzle and wall bracket	No	2		
	Fire Fighting Equipmentl				
227	4,5kg dry chemical powder fire extinguisher	No	4		
	FULL BORE				
	Saint-Gobain or other equally and approved unbreakable ductile iron full bore outlets to flat roofs				
228	180° centre bolt vertical roof outlet overall size 350mm diameter and 125mm deep with and including a domical grating head of size 205mm diameter and 85mm deep and a 130mm diameter outlets/ vertical spigot opening including the dressing of waterproofing membrane around the perimeter of the outlet	No	4		
	uPVC pipes				
229	110mm Diameter pipes encased around concrete column	m	12		
	Extra over uPVC pipes for fittings				
230	110mm side outlet	No	4		
	Carried to Collection			R	

Section No. 2

Bill No. 14

Plumbing and Drainage

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/56		
Total Brought Forward from Page No.	2/57		
Total Brought Forward from Page No.	2/58		
Total Brought Forward from Page No.	2/59		
Total Brought Forward from Page No.	2/60		
Total Brought Forward from Page No.	2/61		
Total Brought Forward from Page No.	2/62		
Total Brought Forward from Page No.	2/63		
Total Brought Forward from Page No.	2/64		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 13

GLAZING

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

Key:	Location Description
A	Construction Workshop
B	EGD Workshop
C	AutomoticeWorkshop
I	Item

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

MIRRORS, ETC

Carried to Collection R

	6mm Silvered floated glass backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete				
231	Mirror 1200 x 600mm high (LI)	No	8		
	Carried to Collection			R	

Section No. 2

Bill No. 15

Glazing

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/66		
Total Brought Forward from Page No.	2/67		
Carried Forward to Summary of Section No. 2		R	

Item No		Quantity	Rate	Amount R

SECTION NO. 2

BILL NO. 14

PAINTWORK

Key:	Location Description
A	ECD
B	Hall
C	External Works
D	Provisional Sums
E	Item
F	Preliminaries

PREAMBLES

The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

SUPPLEMENTARY PREAMBLES

DESCRIPTIONS

Descriptions of paintwork shall be deemed to include for all cutting in

PREPARATORY WORK TO EXISTING WORK

Previously painted plastered surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth

Carried to Collection R

	Previously painted metal surfaces Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	Previously painted wood surfaces Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
	PAINTWORK, ETC TO NEW WORK				
	ON PLASTERBOARD SURFACES				
	One coat alkali resistant primer and two coats PVA emulsion paint for interior use				
232	On ceilings and cornices (LI)	m²	522		
	ON WOOD SURFACES				
	One coat primer and two coats premium quality polyurethane enamel paint				
233	On doors (LI)	m²	150		
	Three coats superior quality clear gloss varnish				
234	On skirtings, rails, etc. not exceeding 300mm girth (LI)	m	273		
	ON FIBRE CEMENT BOARD SURFACES				
	One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use				
235	Fascias and barge boards	m²	106		
	ON METAL SURFACES				
	Carried to Collection			R	

	Spot priming defects in pre-primed surfaces with zinc phosphate metal primer, one coat universal undercoat and two coats super universal enamel paint on steel				
236	On pressed steel door frames (LI)	m²	51		
	ON STRUCTURAL STEEL				
	Spot priming defects in pre-primed surfaces with zinc phosphate metal primer finished in 2coats alkyd enamel paint for finishing coat/coats in colours which have a value of 7 or less on the Munsell system in accordance with SABS 1091				
237	On members of lattice columns, beams and general surfaces of structural steel	m²	374		
	ON INTERNAL FLOATED PLASTER SURFACES				
	One coat alkali resistant primer and two coats premium quality polyurethane enamel paint				
238	On walls (LI)	m²	1,163		
239	On concrete surfaces (LI)	m²	73		
	ON EXTERNAL FLOATED PLASTER SURFACES				
	One coat alkali resistant primer and two coats premium quality polyurethane enamel paint				
240	On walls (LI)	m²	144		
241	On concrete surfaces (LI)	m²	9		
	Carried to Collection			R	

Section No. 2

Bill No. 16

Paintwork

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	2/69		
Total Brought Forward from Page No.	2/70		
Total Brought Forward from Page No.	2/71		
Carried Forward to Summary of Section No. 2		R	

SECTION SUMMARY - Buildings

Bill No		Page No		Amount R
1	Earthworks	2/5		
2	Concrete, Formwork & Reinforcement	2/11		
3	Masonry	2/18		
4	Waterproofing	2/21		
5	Roof Coverings	2/24		
6	Carpentry and Joinery	2/28		
7	Ceilings, Partitions and Access Flooring	2/31		
8	Floor Coverings, Plastic linings, etc	2/34		
9	Ironmongery	2/38		
10	Structural Steelwork	2/42		
11	Metalwork	2/47		
12	Plastering	2/50		
13	Tiling	2/55		
14	Plumbing and Drainage	2/65		
15	Glazing	2/68		
16	Paintwork	2/72		
	Carried to Final Summary		R	

Section No. 2
Buildings
HAKHENSA CONSULTING
BILLS OF QUANTITIES

Item No		Quantity	Rate	Amount R

SECTION NO 3

BILL NO. 1

EXTERNAL WORKS

Key:

Location	Description
A	Administration Block
B	Block B
C	Block C
D	Block D
E	Block E
F	Block F
H	Block H
I	Guard House
J	Block J
K	Provisional Sums, Preliminaries & EPWP
L	Electrical Works
M	Mechanical Works
N	External works

PREAMBLES

The contractor is refered to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.

DESCRIPTIONS

The Tenderer is referred to the previous Section and the previous and successive Bills in this Section for preambles and full descriptions of materials and items described in this Bill, which will apply equally to the work in this Bill unless otherwise described

SUPPLEMENTARY PREAMBLES

Carried to Collection R

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

uPVC pipes and fittings:

Soil, waste and vent pipes and fittings shall be solvent weld jointed

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

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

Carried to Collection R

	Stormwater channels				
	Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc., and disposal of surplus material on site				
	ROADWORK, PARKING AREAS AND PAVING				
	SITE CLEARANCE, ETC				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc [L1]	m²	4,800		
2	Strip topsoil average 150mm deep and dispose offsite [LI]	m²	4,800		
	Remove and grub large trees and tree stumps of girth				
3	a) Over 1m and up to and including 2m	No	2		
	BULK EXCAVATION, FILLING, ETC				
	Excavation in earth not exceeding 2m deep				
4	Over site to reduced levels	m³	95		
	Extra over bulk excavation in earth for excavation in				
5	Soft rock	m³	9		
6	Hard rock	m³	5		
	Extra over all excavations for carting away				
7	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m³	95		
	Carried to Collection			R	

	Earth filling (G5 material in accordance with SABS 1200 DM) supplied by the contractor in filling up levels, compacted to 97% Mod AASHTO density				
8	Filling in 150mm layers to make up levels	m³	63		
	Keeping excavations free of water				
9	Keeping excavations free of water		Item		
	Prescribed density tests on filling				
10	"Modified AASHTO Density" test	No	30		
	SOIL POISONING				
11	Under floors etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	210		
	PAVING AND KERBING				
	Compaction of surfaces				
12	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m²	210		
13	60mm thick grey permeable paving blocks on and including 40mm sand bedding in Herringbone pattern	m²	210		
14	Precast mountable concrete kerb Type Fig 8c including triangular Class 15/19 concrete benching, jointing nd flush pointing in cement mortar with all cutting etc	m	77		
	Tests				
	Additional tests required by the Engineer				
15	Density tests	No	12		
	Carried to Collection			R	

	SEWER				
	uPVC Class 34 pipe to SABS ISO 4427 sewer and drain pipes				
16	160mm pipes laid in trenches including excavation, bedding and backfilling	m	167		
17	110mm pipes laid in trenches	m	30		
	Extra over uPVC Class 34 sewer and drain pipes for fittings				
18	160mm fittings	No	12		
19	110mm fittings	No	8		
	MANHOLES				
20	1500mm up to 1750mm deep invert	No	4		
	Testing				
21	Allow for testing all sewer drainage installation		Item		
	Connection				
22	Allow for connecting to existing sewer system		Item		
	WATER SUPPLIES				
	uPVC Class " 9 " pipe for water reticulation				
23	54mm Pipes including excavation, bedding and backfilling	m	211		
	Extra over uPVC pipes for pressure fittings				
24	54mm fittings	No	20		
	Carried to Collection			R	

	Gate valves				
25	Gate resiliant seated gate valve to SABS 664, for waterworks purposed, double socket, non rising spindle class 16	No	1		
26	Reduce pressure backflow prenter (Non return valve)	No	1		
27	Reinforced concrete valve box, including valve box cover and frame to suit 63-75mm diameter cut-off valve, including sealed wall sleeves	No	1		
	Testing				
28	Allow for testing all water mains installation		Item		
	FENCING				
	3500mm high Welded steel mesh fence with posts, panels and gates to Combi Court bedded in concrete footings				
29	3500mm high welded diamond steel mesh fence with posts	m	280		
	New gates:				
30	Construct and install 4 x 2.0m Wide Double Swing Gate, as per Architect's Drawing,Installation Includes all Supporting Rails and Fence Fabric (mesh is produced from 2.5mmø to 3.15mmø lightly and heavy galvanized wire in accord with SANS 675:2011). Also includes cost of post installation and all related materials.	No	1		
	Carried to Collection			R	

Section No. 3

Bill No. 1

External Works

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	3/1		
Total Brought Forward from Page No.	3/2		
Total Brought Forward from Page No.	3/3		
Total Brought Forward from Page No.	3/4		
Total Brought Forward from Page No.	3/5		
Total Brought Forward from Page No.	3/6		
Carried to Final Summary		R	

Item No		Quantity	Rate	Amount R
	SECTION NO. 4			
	BILL NO 1			
	PROVISIONAL SUMS			
	Playground equipment			
1	Allow for a provisional sum of R 170,000.00 (One Hundred and Seventy Thousand Rands) for the provision of playground equipment as directed and approved by the Employer		SUM	
2	Profit		%	
3	Attendance		%	
	Electrical Installation			
4	Allow for a provisional sum of R 320,000.00 (Three Hundred and Twenty Thousand Rands) for electrical installations including standby generator as directed and approved by the Employer		SUM	
5	Profit		%	
6	Attendance		%	
	Solar System Installation			
7	Allow for a provisional sum of R 300,000.00 (Three Hundred Thousand Rands) for the supply and installation of a solar system as directed and approved by the Employer		SUM	
8	Profit		%	
9	Attendance		%	
	Carried to Collection		R	

	Carpentry and Joinery				
10	Allow for a provisional sum of R 285,000.00 (Two Hundred and Eighty Five Thousand Rands) for carpentry and joinery works including worktops, cabinetry, reception counters, pigeon holes etc as directed and approved by the Employer		SUM		
11	Profit		%		
12	Attendance		%		
	Kitchen Equipment				
13	Allow for a provisional sum of R 75,000.00 (Seventy Five Thousand Rands) for the supply, installation of kitchen equipment including stoves, prep bowls and sinks, prep tables and freezers etc as directed and approved by the Employer		SUM		
14	Profit		%		
15	Attendance		%		
	Furniture and Fittings				
16	Allow for a provisional sum of R60,000.00 (Sixty Thousand Rands) for the supply and delivery of furniture for the classroom as directed and approved by the Employer		SUM		
17	Profit		%		
18	Attendance		%		
	Fire & Domestic Water Tank				
19	Allow for a provisional sum of R850,000.00 (Eight Hundred and Fifty Thousand Rands) for the supply and erection of a steel water tank including tank stand and civils as directed and approved by the Employer		SUM		
20	Profit		%		
	Carried to Collection		R		

21	Attendance		%		
	Domestic heat pump system				
22	Allow for a provisional sum of R65,000.00 (Sixty Five Thousand Rands) for the supply and installation of a domestic heat pump system as directed and approved by the Employer		SUM		
23	Profit		%		
24	Attendance		%		
	Community Liason Officer (CLO)				
25	Allow a provisional sum of R 90 000.00 (Ninety Thousand Rands) for the remuneration of the Community Liason Officer		SUM		
26	Profit		%		
27	Attendance		%		
	Signage				
28	Allow a provisional sum of R 25,500.00 (Twenty Five Thousand Five Hundred Rands) for signage work	Item			
29	Profit		%		
30	Attendance		%		
	Specialists Allowance				
31	Allow for a provisional sum of R 130,000.00 (One Hundred and Thirty Thousand Rands) for the use of any specialist fees that might be required on this project as directed and approved by the Employer		SUM		
32	Profit		%		
33	Attendance		%		
	Carried to Collection		R		

Section No. 4

Bill No. 1

Provisional Sums

COLLECTION PAGE

	Page No		Amount R
Total Brought Forward from Page No.	4/1		
Total Brought Forward from Page No.	4/2		
Total Brought Forward from Page No.	4/3		
Carried to Final Summary		R	

FINAL SUMMARY

Section No		Page No		Amount R
1	Preliminaries	1/28		
2	Buildings	2/73		
3	External Works	3/7		
4	Provisional Sums	4/4		
	SUB TOTAL		R	
	CONTINGENCIES			
	Allow for contingency at 10% of the Contract Sum to be used in whole or part in line with SCM Delegation authority		R	
	SUB-TOTAL		R	
	VALUE ADDED TAX			
	Provision for Value-Added Tax (VAT) at 15 percent		R	
	Note:			
	Tenderers must submit their tenders on the official form supplied for this purpose.			
	TOTAL CARRIED TO FORM OF TENDER		R	

HAKHENSA CONSULTING
BILLS OF QUANTITIES

PART C3: SCOPE OF WORKS

CONTENTS

Item	Description		Page
C3.1	**DESCRIPTION OF THE WORKS**		**127**
	1.1	Employer's Objectives	127
	1.2	Overview of the Works	127
	1.3	Extent of the Works	127
	1.4	Location of the Works	128
	1.5	Employment of Labour	128
C3.2	**PRINCIPAL AGENT**		**128**
	2.1	Design Services and Activity Matrix	128
C3. 3	**DRAWINGS**		**129**
	3.1	General	129
	3.2	List of Contract Drawings prepared by Employer	129
C3.4	**DESIGN PROCEDURE**		**130**
C3. 5	**PROCUREMENT**		**131**
	5.1	Preferential Procurement Requirements	131
	5.2	Use of Local Labour	131
C3. 6	**CONSTRUCTION (PART 1: GENERAL)**		**131**
	A1	Nature of the Ground	131
	A2	Construction Programme	132
	A3	Site Facilites Avalable	133
	A4	Site Facilities Required	133
	A5	Features Requiring Special Attention	135
	A6	Applicable Standardised and Particular Specifications	143
	VARIATIONS TO THE STANDARDISED SPECIFICATIONS		**144**
	A7 PARTICULAR VARIATIONS		**172**
C3. 7	**MANAGEMENT**		**173**
	3.7.1	Planning and Programming	173
	3.7.2	Health and Safety	174

C3.1. DESCRIPTION OF THE WORKS

1.1. Employer's Objectives

The employer's objectives are to appoint the Contractor for construction of Community Hall and an Early Childhood Development Centre for the Department of Land Reform and Rural Development at Pardeplaats situated in Emakhazeni Local Municipality in Nkangala District Municipality in the Mpumalanga province.

Site coordinates: -25.743009° 30.007192°

1.2. Overview of the Works

The Works to be carried out by the Contractor under this Contract consists of:

1. The construction of community hall:
2. The construction of ECD centre
3. The connection of water & sewer to existing network
4. Paving works
5. Fencing works
6. Supply and installation of the items covered by provisional sums in the Bills of Quantities (playground equipment, kitchen equipment, classroom furniture, solar system, heat pump, water tank and signage).

The description of the works is not necessarily exhaustive and shall not limit the work to be carried out by the Contractor in this contract. Approximate quantities of the various work items are given in the schedule of quantities are intended solely as a guide. The Contractor shall be responsible for completing all work necessary for the successful execution and completion of the Contract.

1.3. Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

1.4. Labour-intensive Competencies of supervisory and management staff

Where the Works are reported under the Expanded Public Works Programme (EPWP), contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervisor of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined Table 1

1.5. Extent of the Works

The contract comprises the supply of labour, materials, plant, equipment, transport and management for the completion of the Works

1.6. Location of the Works

The Works is located within the Emakhazeni Local Municipality, Nkangala District Municipality in Mpumalanga**.**
The ECD centre shall be constructed and handed over so as to support its registration as a partial care / early childhood development facility in terms of the Children's Act, 2005 (Act No. 38 of 2005) and its regulations, and shall comply with SANS 10400-S (facilities for persons with disabilities).

1.7. Employment of Labour

It is the intention that this Contract should make the maximum possible use of the local labour force available from within the target community and which is at present underemployed.

The targets for employment are as follows:

- Women: 55%
- Youth: 40%

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above-mentioned form will be strictly controlled during the contract period and any changes in numbers shall be subject to the approval of the Principal Agent.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Principal Agent by the 10th of each month.

The definition of youth being determined by age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

C3.2. Principal Agent and the professional team

2.1 Design Services and Activity matrix

Design responsibilities through to contract completion are as follows:

DESCRIPTION	RESPONSIBLE
Concept, feasibility and overall process	Employer
Basic engineering and detail layout to tender stage, including drawing up of necessary specifications.	Principal Agent

Tendering and providing the necessary information required in terms of the Tender Documents including compliance with the Specifications.	Tenderers
Adjudication of tenders and submission of results of adjudication to the Employer	Principal Agent
Final design to approval for construction stage	Principal Agent
Construction of the Works including necessary Temporary Works	Contractor
Commissioning of the Whole of the Works	Contractor
Preparation of as built drawings	Contractor & Principal Agent
Preparation of Operation and Maintenance Manuals	Contractor

C3.3 DRAWINGS

3.1 General

The drawings as listed in Table 2.2 form part of the tender documents and shall be used for tender purposes only.

The Contractor will be supplied with three unreduced paper prints of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor necessary for the Principal Agent to complete his as-built drawings shall be supplied to the Principal Agent before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings may not be scaled unless so instructed by the Principal Agent. The Principal Agent will supply any figured dimensions, which may have been omitted from the drawings.

3.2 List of Contract Drawings prepared by Employer

The following drawings as listed in Table 2.2 below as well as all drawings prepared by the contractor in complying with any performance specifications, form part of the contract.

Table 2.2 : List of Drawings

DRAWING NUMBER	DRAWING DESCRIPTION
0100H	Site Plan
0101H	Ground floor plan community hall
0102H	Sections
0103H	Elevations
0105H	Window & Door schedule , fire and water layout
0101E	Ground floor plan
0102E	Sections
0103E	Sections
0104E	Elevations
0105E	Water & electrical layout
0106E	Window Schedule
0107E	Door Schedule
0109E	Fenestration
96-20-01-02-01	Foundation layout
96-20-01-02-02	Foundation details
96-20-01-02-03	Ground slab layout
96-20-01-02-04	Foundation reinforcement layout
96-20-01-02-05	Foundation reinforcement bs sheet 1
96-20-01-02-06	Foundation reinforcement bs sheet 2
96-20-01-02-07	Foundation reinforcement bs sheet 3
96-20-01-02-08	Foundation reinforcement bs sheet 4

96-20-01-02-09	Column starter bars bs sheet 1
96-20-01-02-10	Ground slab lvl reinforcement bs sheet 1
96-20-01-02-11	Roof slab layout
96-20-01-02-12	Roof slab reinforcement layout
96-20-01-02-13	Roof slab lvl reinforcement bs sheet 1
96-20-01-02-14	Column details
96-20-01-02-15	Columns reinforcement bs sheet 1
96-20-01-02-16	Concrete beam details
96-20-01-02-17	Beam 01 reinforcement bs sheet 1
96-20-01-04-01	Structural steel columns layout
96-20-01-04-02	Structural steel elevations
96-20-01-04-03	Structural steel roof layout

C3.4 Employer's design

The Employer and the Principal Agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

Employer's design

Contractor-designed elements: the prefabricated roof trusses (designed by the Contractor's Truss System Engineer) and all temporary works shall be designed and signed off by a professional registered with ECSA, who shall fulfil the designer duties in regulation 6 of the Construction Regulations, 2014. Temporary works shall comply with regulation 12 of those Regulations.

The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor will be required to submit as-built drawings.

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

and to be submitted to the following employer's required format and manner:

- A paper copy complete with approval signatures of the agent/agents bound into the operating instruction manuals
- Tiff format scanned versions of the approved paper copy
- Electronic version of approved drawings on USB in either Caddie. drw or Autocad. dwg formats

C3.5 PROCUREMENT

5.1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

The system of measurement of preferential procurement points shall be as defined in Section T1.2: Tender Data (clause 2.29).

5.2 USE OF LOCAL LABOUR

It is a requirement of the Employer that the maximum possible use is made of local labour.

The Contractor is therefore required to limit the use of non-local labour to key personnel and to employ local labour for at least 80% of unskilled labour, as stated in clause 2.28 of the Tender Data.

The Contractor shall fill in the relevant forms regarding “Key Personnel” and state how many non-local key personnel he intends to employ in the various categories.

The numbers stated in the “Key Personnel” forms shall be strictly controlled during the Contract Period and any increase in numbers shall be subject to the approval of the Principal Agent.”

C3.6 CONSTRUCTION

PART 1: Works specification

A1 NATURE OF THE GROUND

The excavated test pits revealed that the profile across the site comprises the following horizons:

- Colluvium layer
- Residual layer

The site is generally covered by transported topsoil material which was found to be moist, brown, medium dense, silty sand material to an average depth of 0. 8m.
Residual layer consists of moist, brown, medium dense, Silty sand material to average of 2.0 m.

A2 CONSTRUCTION PROGRAMME

The successful Tenderer shall submit a detailed, comprehensive and realistic Works programme within 14 days after the award of the contract showing the order of construction and method by which he proposes to carry out the Works. The format of the programme shall be to the Principal Agent's approval, but shall be in the form of a bar chart showing the critical path. In addition, the Contractor shall provide a schedule of the forecast value of completed work, month by month.

The programme shall include the critical construction path and an estimate of the anticipated cash flow.

The successful Tenderer shall complete the Works within the stipulated times in order to avoid the payment of penalties.

The Contractor shall not depart from the order in which the various items of work have been agreed without the prior written consent of the Principal Agent. If the programme is to be revised by reason of the Contractor falling behind he shall produce a revised version showing the modifications to the original programme necessary to ensure completion of the Works or any part thereof within the time for completion as defined, or any extended time granted, as well as a revised schedule of the forecast value of completed work, month by month.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer to take steps as provided for in the Conditions of Contract.

The approval by the Principal Agent of any programme shall have no Contractual significance other than that the Principal Agent would be satisfied if the Work is carried out according to such programme and that the Contractor undertakes to carry out the Work in accordance with the programme. It shall not limit the right of the Principal Agent to instruct the Contractor to vary the programme should circumstances make this necessary.

Cognisance shall be taken of the frequency of inclement weather and material delivery delays when formulating a programme of works.

A3 SITE FACILITIES AVAILABLE

A3.1 Water Supply

The Contractor will have to make his own arrangements for the provision of potable water for human consumption as well as water required for construction.

A3.2 Power Supply

The Contractor will have to make his own arrangement for power supply to his construction camp and construction site and his tender will be deemed to include for all costs in this regard.

A3.3 Camp Sites

The Contractor will be allocated an area for his use in the establishment of a yard, storage, offices, etc. The Contractor shall be responsible for fencing and securing his own area. On completion of the Works and removal of the depot, the site shall be cleaned and restored to its natural condition immediately it is vacated.

A3.4 Housing

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees and transport them to the site of the Works.

A4 SITE FACILITIES REQUIRED

A4.1 Principal Agent's Office

Not required.

A4.2 Principal Agent's Accommodation

Not required.

A4.3 Principal Agent's Laboratory

Not required.

A4.4 Sanitary Facilities

The Contractor shall provide adequate ablution and toilet facilities for all workmen on site.

All latrines shall comply with the requirements of the Local Authorities and shall be placed where directed by the Principal Agent. All sanitary fees and costs payable shall be paid by the Contractor. All latrines must, for the duration of the contract, be kept continuously in a clean and hygienic condition by the contractor to the satisfaction of the Principal Agent.

If at any time the Contractor neglects to comply with the abovementioned requirements and after he has been requested to do so by the Principal Agent, fails to rectify the matter about which the Principal Agent has complained, the Principal Agent shall have the right to immediately order such material, employ such workmen and take such measures as he regards necessary to ensure clean and hygienic conditions all at the expense of the contractor.

A 4.5 Disposal of Waste

The Contractor shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. The site is to be kept clean, neat and tidy to the Principal Agent's satisfaction. Refuse and waste shall not under any circumstance be buried on the site, but shall rather be collected in suitable skips and disposed of at the nearest suitable landfill site.

The disposal of waste shall be carried out in accordance with the requirements of the relevant Local Authority.

A4.6 Principal Agent's Survey Equipment

The Contractor shall provide on request from the Principal Agent or his Representative, survey equipment for temporary use such as an automatic level, tachometer, level staff, 100 m tape, ranging rods, pegs, etc and any labour required for this purpose. Instruments provided shall be in a good state of repair and accuracy.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Principal Agent and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor.

A5 FEATURES REQUIRING SPECIAL ATTENTION

A5.1 Use of Explosives

Prior to the use of explosives at any specific location, the Contractor shall obtain permission for blasting from the Principal Agent. The safety of existing Works and services, and of persons, etc., shall remain the responsibility of the Contractor, who shall abide by all the relevant laws and regulations.

A5.2 Existing Services and Buildings

Although the plans may show the approximate position of existing services and buildings, neither the Employer nor the Principal Agent will accept the responsibility for the accuracy thereof.

Where the Contractor anticipates that it will be impossible for him to carry out the work without causing damage to existing services, Works or buildings he shall forward a proposal on the method of construction for approval by the Principal Agent.

Where any existing services are crossed or temporarily removed, the Contractor shall be responsible for the repair and / or reinstatement of the crossings to the satisfaction of the Principal Agent.

Any damage done to existing Works or buildings shall be immediately notified to the owners concerned and to the Principal Agent.

Unless it is established by the Principal Agent that the Contractor exercised reasonable care and damage was unavoidable, the Contractor shall be held responsible for the damage to any existing Works or buildings and for the costs of repair, including any claims which may arise as a result thereof.

A5.3 Compliance with Statutory Requirements

The Contractor shall allow for all costs necessary to ensure that all work is undertaken in a safe manner and in compliance with the Occupational Health and Safety Act, Act No. 85 of 1993 and all statutory and local regulations and requirements.

The cost of complying with the requirements of this clause shall be deemed to be included in the rates.

A5.4 Permits

The Contractor shall be responsible for obtaining all necessary permits to transport materials to the area.

A5.5 Facilities to Other Contractors

In addition to the requirements of the JBCC Principal Building Agreement, the Contractor must make allowance for the presence of other Contractors on Site, which may involve, *inter alia*, the adaptation of his programme to fit in with work to be done by the other Contractor, as well as assuring other Contractors access to the site. The Contractor will be advised at tender stage of any other Contractors who will be engaged on other Works during the course of the Contract.

A5.6 Security of Contractor's Site

The provision and sustainment of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in the JBCC Principal Building Agreement.

A5.7 Contractor's Site Agent

a. Within 14 days of the award of Contract, the Contractor shall advise the Employer in writing of the name of the responsible person in charge of this Contract.

b. In amplification of Clause 12.2.13 of the JBCC Principal Building Agreement: -

It shall be noted that the Contractor shall be required to strictly observe his obligations regarding adequate full time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, positioning of foundation bolts, and / or bolt pockets, placing of concrete, etc. in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Principal Agents, engineering staff must under no circumstances be expected to act in this capacity on his behalf.

A5.8 Attendance at Site Meetings

The Contractor will be required to attend site meetings as and when these are required by the Principal Agent. The objectives of such meetings will be to review progress and ensure compliance with the programme, discuss and where possible solve any problems that may arise, and generally to liaise with all parties concerned with the Works.

The cost of attending such meetings shall be deemed to be included in the rates. Instructions given by the Principal Agent or agreement reached at such meetings and confirmed in the minutes shall be considered as a "written instruction by the Principal Agent" as referred to in the JBCC Principal Building Agreement as per Clause 12.3, 17.1 and 17.5.

Site meetings will generally be held every two weeks; however, this will be confirmed as the contract progresses.

A5.9 Liaison Officer

The Contractor shall employ a Community Liaison Officer (refer to the provisional sum in Section 4 of the Bills of Quantities) for the full duration of the contract. In the event that a Liaison Officer is required, a provisional sum will be provided in the Schedule of Quantities to cover the cost of the CLO.

A5.10 Courtesy

In all dealing with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

To facilitate effective communication with the public, the Contractor shall make use of the appointed Community Liaison Officer (CLO). The Principal Agent shall, where reasonably practicable, provide assistance and guidance in matters relating to public liaison.

Where the Contractor communicates directly with members of the public regarding matters associated with the Works, the Contractor shall promptly inform both the Community Liaison Officer and the Principal Agent of the matters discussed and any resolutions reached. This requirement is intended to ensure that accurate and consistent records are maintained and that all stakeholders have a clear and coherent understanding of developments affecting the project and surrounding community.

A5.11 Dealing with Landowners

It is of paramount importance that good relations be maintained at all times between the Contractor and the landowners in the area. In order to preserve these good relations, the following routine shall be observed throughout the works:

(a) At least one week's notice shall be given by the Contractor to the Principal Agent before entering upon any property along the route for the purpose of commencing construction.

(b) On receipt of such notice, the Principal Agent will, as far as possible, arrange for a meeting between the Principal Agent, Contractor and the landowner concerned during which the

programme of construction will be discussed. The landowners will be advised of the times of commencement and completion of work on their land and will be acquainted with the Contractor's intentions with regard to the cutting down of trees, temporary lowering of fences, temporary access roads, and all other matters affecting the owners' land and farming operations.

Any requests from owners which are reasonable and which will not affect the economical construction of the works in accordance with the Specification shall be met if at all possible.

(c) The Contractor shall negotiate directly with the landowners with regard to alternative access over private property to the site of the works, borrow pits and any dumping site for surplus excavation. All such sites shall be subject to the approval of the Principal Agent and the Principal Agent shall also be kept fully informed of all negotiations that are in progress between the Contractor and the landowners. The Contractor shall make prompt payment to the landowners for any royalties for borrow pits and for any agreed amounts to be paid to the farmer for the use of borrow pits, dumping sites, access roads, etc. No separate payment shall be made to cover royalties and all costs in this regard shall be deemed to be included in the tendered rates.

The Contractor shall, within a period of 3 months of completing the construction work on any private property produce to the Principal Agent a certificate, signed by the landowner in question, that all the Contractor's obligations to the landowner have been completely discharged in terms of the servitude agreements and any private agreements that may have been arranged between the Contractor and the landowners.

If such evidence is not produced within the stipulated period, the Employer reserves the right to investigate any agreement entered into between the landowner in question and the Contractor and any claims made by the landowner. If the Employer is then satisfied that the Contractor is in default in terms of the contract and any private agreements made, all justifiable claims shall be paid to the landowner by the Employer from retention money held and shall be deducted from the amount payable to the Contractor.

A5.12 Working within the Road Reserve and Landowners' Property

The Contractor shall observe the following when operating within private property, roads and road reserve:

(a) The Employer will acquire servitudes from the owners of all properties crossed by new services, or has permission to occupy where the servitudes will not be obtained.

(b) At all times the Contractor shall confine his operations to the area of the servitude unless he has made prior arrangements with adjoining land owners to the Principal Agent's approval.

(c) No damage shall be done to buildings, dwellings, crops, cultivated lands, dams, watercourses, roads, fences and the like outside the servitude.

(d) When working within existing road reserves the Contractor shall ensure that as little inconvenience as possible is caused to residents and traffic. Extra care shall be taken with regard to the siting of the excavated material and materials to be built in to the Works so that disturbances will be minimised.

(e) The area within the road reserves and servitudes shall be restored to the same standard and state as it was before construction at the Contractor's expense.

(f) Every precaution must be taken by the Contractor to prevent any flooding and erosion damage to adjoining property resulting from uncontrolled run-off during construction.

A5.13 Drawings and Specifications to be Provided

The Contractor shall be entitled to receive free of charge, the following: -

- Three (3) paper copies of each drawing, and
- Two (2) copies of the signed Contract Document

Any information in the possession of the Contractor which is necessary for the Principal Agent to complete his "As Built" or "Record" drawings must be submitted to the Principal Agent in accordance with the JBCC Principal Building Agreement clause 12.2.19.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Principal Agent. The Principal Agent will supply any figured dimensions which may have been omitted from the drawings.

A5.14 Certificates of Payment

The statement to be submitted by the Contractor in terms of the JBCC Principal Building Agreement shall be prepared in accordance with the standard payment certificates prescribed by the Employer and shall consist of at least **two** sets of A4-sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

A5.15 Adjustment of the construction period

Applications for a revision of the Date for Practical Completion arising from adverse weather conditions shall be dealt with strictly in accordance with Clause 23 of the JBCC Principal Building Agreement. The Contractor shall familiarise himself with the requirements of Clause 23, including the procedures and time periods applicable to the submission of notices and claims for a revision of the Date for Practical Completion.

Failure by the Contractor to comply with the notice and claim procedures prescribed in the JBCC Principal Building Agreement may result in the forfeiture of entitlement to such claim.

The Contractor shall provide and maintain a calibrated rain gauge on Site throughout the Contract Period and shall keep daily weather records indicating rainfall measurements, temperatures and any other weather conditions affecting progress of the Works. Such records shall be made available to the Principal Agent upon request and shall form part of the substantiation of any claim arising from adverse weather conditions.

A6 APPLICABLE STANDARDISED AND PARTICULAR SPECIFICATIONS

The latest editions, applicable at the Closing Date for Tender, of the following standards, regulations and specifications shall apply to the Works:

- Model Preambles for Trades (ASAQS)
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- SANS 10400 Series
- SANS 2001 Construction Works Standards
- Applicable SANS 1200 Standardised Specifications listed herein
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- Construction Regulations promulgated under the Occupational Health and Safety Act
- The use of asbestos or asbestos-containing materials is prohibited (Regulations for the Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos Containing Materials, GN R341 of 2008). Any asbestos encountered on site shall be handled only in terms of the Asbestos Abatement Regulations, 2020.

The term "Project Specification" wherever appearing in the above standards and specifications shall be deemed to mean the "Scope of Works" contained in this Contract.

In the event of any discrepancy between the Model Preambles for Trades, SANS 1200 Specifications, SANS Standards, Drawings and the Scope of Works, the following order of precedence shall apply:

-
- Contract Agreement and Contract Data
- Scope of Works
- Particular Specifications
- Bills of Quantities / Schedule of Quantities
- Drawings
- SANS Standards
- Model Preambles for Trades

EARTHWORKS

All earthworks shall be carried out in accordance with SANS 1200 D - Earthworks, with the following amplifications and amendments:

Filling, etc.

All backfilling and filling under floors and pavings must be of selected material from the excavations, unless otherwise stated, returned and compacted in layers to 93% Mod AASHTO, and with the top surface dressed to the correct levels and grades, all to the approval of the Employer.

Under no circumstances will the Contractor be allowed to use clay, peat or other unsuitable material for filling.

Rates for all items of filling with material from the excavations are to include for haulage.

Any filling supplied by the Contractor is to be of suitable material approved by the Employer.

Compaction of Filling, etc.

All filling and backfilling is to be done in layers not exceeding 200 mm thick before compaction, with the layers level to ensure uniform compaction. Each layer is to be thoroughly compacted over the whole of the area to a dry density not less than 93% of Mod. AASHTO density. The surface of each compacted layer shall be uniform and tightly bonded. Care is to be taken that no damage is done to foundation walls, drains and other services.

Protection Against Subterranean Wood-Destroying Termites

In order to protect against termites, the following shall apply:

a) Remove vegetable matter: All dead roots and other vegetable matter likely to encourage termites must be removed from the ground under and against the building and from all filling material.
b) Treating the ground: The ground under surface beds, and below suspended floors, shall be treated by the application of a soil insecticide registered for termite control under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947), applied by a registered pest control operator in accordance with SANS 10124 and the product label,, mixed with water and applied at the rate of not less than 5 litres of solution per square metre, uniformly over the whole surface. The concentration of the solution must be strictly in accordance with the manufacturer's instructions and to the approval of the Employer.

Where the ground to be treated is of earth filling, the upper 50 mm layer of fillings must be levelled by raking, but must not be rammed until after the solution has been applied, and where natural

ground, it must be loosened to a depth of not less than 50 mm and similarly levelled, in order to enable the solution to penetrate into the soil. After the solution has been applied and allowed to penetrate the surface, the soil must be well rammed and consolidated.

Great care must be taken when laying concrete surface beds, protective layers, etc., in order to avoid rupturing the treated layer of soil. Should the treated layer ruptured at any point, shall be made good and the affected area re-treated with the soil insecticide.

Contractors are advised that:

a) Special precautions must be taken to protect the workmen whilst using the insecticide.
b) The treatment of filling or ground under floors shall be done as soon as practicable, so that treatment may dry out before the floors are laid.
c) The treatment of the ground must be carried out under the supervision of the Employer.
d) The soil insecticide is to be delivered to the site in sealed drums clearly labelled or stamped with the name of the product.
e) In addition to the foregoing, the application of the insecticide is to be carried out in accordance with SANS 10124 – The Application of Certain Soil Insecticides for the Protection of Buildings.
f) The protective layers of gravel or grit shall be measured separately

CONCRETE, FORMWORK AND REINFORCEMENT

All concrete and formwork shall be carried out in accordance with SANS Specification 1200 G - Concrete (Structural), with the following amplifications and amendments:

Construction Details

Building on Concrete Footings: No structural load shall be imposed on concrete footings until at least three days after depositing the concrete in the case of mass concrete footings, and after seven days in the case of reinforced concrete footings, or as may be directed by the Employer.

"No-Fines" Concrete: concrete shall consist of one-part cement to eight parts of 19 mm aggregate (1: 8: 19 mm stone) with a water/cement ratio of approximately 0.46. This water/cement ratio may be varied slightly to suit conditions on approval by the Employer.

The quantity of water used shall be just sufficient to form a smooth grout, which shall completely coat every particle of aggregate and also ensure that the grout is just wet enough to form a small fillet at each point of contact between the stones. "No-fines" concrete mixed with excessive water, which results in a thin grout, with drops off the aggregate, will be rejected.

"No-fines" concrete shall be placed in its final position within 20 minutes of mixing and shall be placed in continuous horizontal layers. "No-fines" concrete shall be spaded sufficiently to ensure that it fills the forms, but vibrating, tempering or ramming will not be permitted.

Finishes to In-situ Concrete

Unformed finishes: are those concrete surface finishes developed without the use of formwork.

Class U1 Ordinary Finish: Immediately after placing, the concrete shall be finished by screeding with the edge of a wooden board or straight edge and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

Class U2 Wood Float Finish: The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and the bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

Class U3 Steel Trowel Finish: The concrete surface shall first be brought to the standard of Class U2 wood float finish with floating being continued until a small amount of mortar without excess water is brought to the surface and then the floated surface has hardened sufficiently to prevent any more excess fine material from being drawn to the surface. Trowelling with a steel trowel shall be performed with firm pressure such as will flatten the sandy texture of the floated surface and produce a dense uniform surface free from blemishes and trowel marks. Gradual surface irregularities shall not exceed 5 mm over any 3 m. The sprinkling of sand and/or neat cement on the surface to absorb excess moisture shall not be permitted.

Class U4 Power Float Finish: The concrete surface shall first be brought to the standard of Class U1 ordinary finish using wooden screeding boards or steel rollers. After evaporation or removal of all bleed water and immediately the concrete is stiff enough to support the machine, the surface shall be closed with a mechanical power float and then finished with a mechanical power trowel. The texture of the finished

surface shall be either non-slip or polished as shown on the drawings. Irregularities shall be of low wavelength not exceeding a curvature of 2 mm in 600 mm. Under no circumstances shall sand and/or neat cement be sprinkled over the surface either to absorb excess moisture or to fill surface blemishes or irregularities. Power floats and trowels shall be operated by skilled operators.

Tolerances: Unless otherwise agreed by the Employer, Degree of Accuracy I shall apply to all concrete work and steel reinforcing.

BRICKWORK

Sand: shall comply with the requirements of SANS Specification 1090, washed where necessary and screened through a 2 360 micrometre mesh sieve.

Cement: shall be in accordance with SANS 50197-1: Cement - Composition, Specifications and Conformity Criteria, Part 1: Common Cements. Cement containing more than 15% blast furnace slag will not be permitted to be used.

Lime: shall be hydrated lime complying with SANS Specification 523.

Water: shall be clean and free from injurious amounts of acids, alkalis, and other organic substances. If so required by the Employer, the suitability of the water shall be proved by tests carried out by an approved laboratory.

Cement Mortar: Unless otherwise described, cement mortar shall be composed of one part by volume of cement to five parts by volume of sand.

Compo Mortar: Unless otherwise described, compo mortar shall be composed of one part by volume of cement, one part by volume of lime to ten parts by volume of sand.

Strength Mortar: Where required, mortar shall be of the class specified and as defined in Table C-1 of SANS 10164 - Part 1.

Mixing of Mortar: The materials are to be mixed dry on a non-absorbent and close-jointed timber or iron platform until the mixture is of a uniform colour, with water added and the mixture turned over until the ingredients are thoroughly incorporated.

No cement mortar that has commenced to set will be allowed to be used. Mixing platforms are to be cleaned and old mortar removed before any new batch of mortar is prepared for mixing.

Testing of Strength Mortar: During the time brickwork is being laid, samples shall be taken of the mortar being used as shall be directed by the Employer. A group of three 70 × 70 × 70 mm test cubes shall be made from each sample for testing at 28 days age. Each group of test cubes shall be deemed to represent the whole of the batch from which the sample was taken and shall be identifiable with the batch.

The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Employer.

Burnt Clay Common Bricks: Burnt clay common bricks shall comply with SANS Specification 227 and are to be of good quality, sound, hard, well burnt bricks, uniform in size and shape.

A sample load of bricks is to be approved by the Employer and all subsequent loads are to be equal thereto. Bricks for Foundations: as specified above but extra hard burnt bricks.

Rejected facing bricks may be used in lieu of extra hard burnt foundation bricks, provided they are equal to a sample submitted to and approved by the Employer.

Facing Bricks, Paving Bricks, Quarry Tiles, etc. : Facing bricks shall comply with SANS Specification 227. Facing bricks, paving bricks, quarry tiles, terra cotta grille blocks, etc., are to be of the types and colours specified, specially selected, free from blemishes, square on all faces, uniform in size, shape and colour, and equal to a sample deposited with and approved by the Employer.

Special care must be taken to preserve the arrises and faces of facing bricks, paving bricks, quarry tiles, etc., during transit and handling.

Brickwork: Unless otherwise described, brickwork shall be in burnt clay common bricks and, wherever practicable, shall be in stretcher bond, with the skins tied together with and including galvanised crimp wire wall ties in accordance with SANS Specification 28. The wire ties are to be of sufficient length to allow end ties than 75 mm of each end to be built into brickwork, built into every fourth course and spaced at 450 mm staggered centres (seven ties per square metre). The bricks are to be well wetted before being laid and the course of bricks laid last is to be well wetted before bedding the next course of bricks upon it. The brickwork is to have the perpends flushed up solid and each course is to be laid on a solid bed of mortar.

No false headers are to be used. Whole bricks are to be used except where bats or closers are legitimately required to form bond.

Unless otherwise described, one brick walls are taken at a nominal thickness of 230 mm. The joints of walls to be plastered are to be raked out as the work proceeds to form key for plaster. All walls are to be carried up regularly so that no part be built more than 1.2 m higher than the adjoining walls.

Bitumen emulsion waterproofing to brickwork: The inner thickness of external superstructure walls whether hollow or solid, behind facing bricks, is to be bagged and painted with two coats of approved bitumen emulsion waterproofing compound.

Faced brickwork: Facing bricks shall be sorted to ensure proper mixing of the bricks within the colour range of each type of facing bricks. Sudden changes in the general colour of face brickwork in any one type of facing brick will not be acceptable. Sand used in mortar for faced brickwork is to be clean washed sand and sand from the same source is to be used throughout to maintain a uniform appearance. Faced brickwork is to be pointed as specified as the work proceeds.

Keyed-in joints are to be formed with a round jointing tool and square recessed joints are to be approximately 6mm deep formed with a square jointing tool. All perpends are to be accurately kept. The bond is to be broken, if necessary, in the centre of the panels above and below windows, above doors, between openings and in the centre of sides to piers. No broken bond will be allowed at reveals or quoins. All cutting to face bricks is to be done with a carborundum or other approved high speed brick saw. Faced brickwork is to be protected from injury, mortar splashes, etc., and cleaned down with spirits of salts and scrubbed down with water at completion to the approval of the Employer.

Paving bricks and quarry tiles: unless otherwise described are to be pointed as the work proceeds with 6mm wide keyed-in joints. Paving bricks and quarry tile pavings, sills, etc., are to be protected from injury, mortar splashes, etc., and cleaned down with spirits of salts and scrubbed down with water at completion to the approval of the Employer.

Fibre-cement (non-asbestos) sills: are to be of approved manufacture without fixing lugs, even in shape, uniform in colour, free from cracks, twists and other defects, in single lengths. between reveals and of the thickness and colour specified and equal to approved sample.

Tendered Rates:

Brickwork generally: rates for brickwork are to include for hacking the face, or raking out the joints, of brickwork where necessary to form key for plaster, etc. and for plumbing angles and surfaces, all

square cutting, wedging and pinning against columns, beams, slabs, etc., for all waste in cutting and wire ties required in tying skins together as described.

Rates for hollow walls are to include in addition to the above for keeping the cavities clean and free of mortar droppings and for butterfly type wall ties, all as described.

Where items are described as cut and pinned, built in, bedded, wedged and pinned, etc., rates are to include for grouting in or bedding solid with 1 : 3 cement mortar, unless otherwise stated.

Where window units, etc., are described for building in as composite, rates are to include for assembling of units as required and, unless otherwise described, for tap screwing to coupling mullions or transoms, including holes.

Faced brickwork, etc.: Rates for all fair and faced brickwork, brick pavings, grille block walls and the like are to include in addition to the foregoing for building or laying to true surfaces and angles, all fair square cutting and fitting and cleaning down to approval at completion.

Rates for brick sills, copings, steps, margins, thresholds and the like shall include for fair ends and angles unless different bricks or tiles are used or special cutting is required.

Rates for items described as "Extra over ordinary brickwork" are to be for the extra cost of the facing bricks specified over common brickwork built in stretcher bond, and are to include for building in cement mortar consisting of one part cement to five parts clean washed sand and for pointing as described.

Rates for items described as "Labour and Material" are to be for the full cost of the facing bricks specified, and otherwise as above described.

Rates for items described as **"Labour and Material"** are to be for the full cost of the facing bricks specified, and otherwise as above described.

Rates for all cut face brick linings are to include for cutting and bonding at ends.

Quarry tiles: Rates are to include for all square cutting and fitting, bedding and jointing in cement mortar consisting of one-part cement to three parts clean washed sand, for pointing as described as the work proceeds and cleaning down to approval at completion.

Rates for treads, sills, copings, cappings, skirtings, etc., are to include for pointing to exposed edges, ends and projecting soffits.

Air bricks: Rates for air bricks and air vent gratings are to include for forming openings through the walls, for all necessary jack arches and turning pieces, for plastering all-round the openings in cement mortar and, where in hollow walls, for building cavity solid all round in addition.

Fibre-cement (non-asbestos) sills: Rates are to include for all square cutting and waste and fitting and for bedding in an approved epoxy adhesive.

Terra Cotta Grille Blocks: Rates are to include for all square cutting and waste fitting, bedding and jointing in cement mortar consisting of one part cement to three parts clean washed sand and for pointing with keyed joints on both faces and into reveals of openings as the work proceeds.

WATERPROOFING

General: all measurements are net - no allowance being made for laps in sheet materials or for waste in cutting.

Workmanship: All work is to be carried out to the approval of the Employer by skilled and qualified workmen and in accordance with the methods prescribed in SANS 10021 for waterproofing of buildings.

All work is to be executed in accordance with the instructions issued by the manufacturer of the material being used. Roof coverings and linings are to be laid to the falls, cross falls, etc., provided in the screeds or other surfaces to which they are to be applied.

Surfaces to be waterproofed are to be dry and cleaned of all dust, chips, etc., immediately prior the commencement of this work and are to be free of any contaminating substances or projections, which may damage the waterproofing materials being used.

Polyethylene sheeting: is to comply with SANS Specification 952 and bear the SANS mark. The sheeting is to be laid with a minimum lap of 150mm, unless otherwise specified, at angles and junctions with laps sealed in accordance with the manufacturer's instructions.

Mastic asphalt roofing: is to conform to SANS Specification 297 and is to be laid hot in two or three layers, as stated, with each layer of minimum 10mm thickness and laid to break joint with the underlying layer by not less than 150mm.

Mastic asphalt roofing: is to conform to SANS Specification 297 and is to be laid hot in two or three layers, as stated, with each layer of minimum 10mm thickness and laid to break joint with the underlying layer by not less than 150mm.

Prior to the commencement of any work the specialists who lay the mastic asphalt roofings are to satisfy themselves as to the acceptability of the surface upon which the mastic asphalt is to be laid, as the said specialists will be held fully responsible therefor.

Mastic asphalt to surfaces not exceeding 10° slope is to be laid in two layers on and including one layer of approved reinforced waterproof building paper lapped 75mm at all edges. Rates are to include for all cutting and waste on building paper.

Mastic asphalt to surfaces exceeding 10° and not exceeding 20° slope is to be laid in two layers on surfaces which have been hacked, grooved or scoured to provide an adequate key. Rates are to include for the necessary preparation of the surfaces.

Mastic asphalt to vertical surfaces and surfaces exceeding 20° slope is to be laid in three layers on and including any necessary expanded metal lathing securely fixed to the surfaces to prevent creeping. Where vertical surfaces do not exceed 300mm in height the surfaces to receive mastic asphalt may alternatively be prime coated with a latex based bitumen emulsion primer prior to the application of the mastic asphalt.

Angle fillets to all internal angles are to be run in one operation.

Finished coats of bituminous based aluminium paint on mastic asphalt roofing have been measured separately.

Flexible Glass-fibre reinforced Polyester Waterproofing: shall be of the type specified, or other approved, supplied and laid in-situ by a specialist sub-contractor, all to the approval of the Employer and shall carry a written 10 (ten) year guarantee.

The waterproofing applied in-situ shall consist of one layer of three-ply bituminous felt underlay bonded to the substrate and covered with flexible glass-fibre reinforced polyester waterproofing comprising a chopped strand glass-fibre mat having a minimum mass of 450g/m², impregnated with flexible unsaturated polyester resin and finished with two coats of abrasion-resistant flexible unsaturated polyester surface coating which shall not show any sign of the glass-fibre reinforcement. The total mass of the waterproofing (excluding the bituminous felt underlay) shall not be less than 1,8kg/m².

Chopped strand glass-fibre mat reinforcement is to comply with the requirements of SANS Specification 419.

All unsaturated polyester resins are to be suitable for their intended use and comply with SANS Specification 713 and are to be ultra-violet ray stabilised.

All flexible glass-fibre reinforced polyester waterproofing is to be finished to approved opaque colours (excluding red or orange tints), is to be properly cured, and is to be free from porosity, blisters, cracks, surface crazing or other defects which may affect its appearance or its performance, with the surface colours consistent throughout.

Samples of the flexible glass-fibre reinforced polyester waterproofing are to be submitted to and approved by the Employer and all work executed is to be equal to the approved samples.

Expansion Joint Sealants: Polysulphide sealants, where specified, are to be approved polysulphide sealants complying with SANS Specification 110 Type 2, well compacted into joint and neatly pointed.

Rates are to include for priming joints where recommended by the manufacturer of the sealant being used with a suitable and approved primer.

All work is to be executed by the manufacturer of the material, or other specialist firm, all in accordance with the manufacturer's instructions.

Rates: for all roofing and linings are to include for cleaning and preparing the surfaces to be waterproofed as before described, for protecting from damage and cleaning down, flood-testing if required and handing over in an acceptable and guaranteed watertight condition at completion.

Rates for sheet waterproofing materials are to include for all dressing, bending, narrow widths, angles, intersections, cutting and waste and where applicable for the extra material required for lapping and for sealing laps as described.

Rates for roofing described as laid on "flat" roofs are to include for laying to slopes not exceeding 10° from the horizontal.

ROOF COVERINGS

Corrugated Iron Roofing, Cladding and Fittings: are to be of an approved brand and are to be manufactured from galvanised steel sheets of the thickness specified after galvanising and having a galvanised coating of "Iscor Coating Designation Z275" for inland areas and "Z600" for coastal areas as specified.

Roofing, etc., shall be lapped one and a half corrugations at sides and 300mm at ends, unless otherwise specified. Roofing, etc., shall be fixed to timber purlins, rails, etc., with standard

galvanised drive screws 65mm long and to steel purlins, etc., with 8mm galvanised hook bolts of the lengths stated.

Each screw bolt shall be fitted with one lead washer and one bituminous felt washer and shall be spaced not less than one screw or bolt to every alternate corrugation across the width at end laps and ends of sheets and at each intermediate purlin or rail.

Rates for roofing, cladding and fittings are to include for:

a) Fixing as described.
b) Bedding washers in an approved mastic sealing compound.
c) Coating projecting ends of hook bolts and nuts with bitumen after fixing.
d) All square notches, square cutting and waste, laps, fitting and drilling.

All measurements are net. No allowance has been made for laps.

CARPENTRY AND JOINERY

Nomenclature of timbers: Timber described as "softwood" is to South African softwood of the relevant type, grade, etc., specified.

The names used for imported timbers are those given in Supplement No. 1 to SANS Code of Practice 02 under "Nomenclature of Standard Trade Names of Imported Commercial Timbers used in South Africa" and the Contractor is referred thereto.

Timber sizes: Sawn and wrot timbers are to be of the full sizes stated.

Where "out of" sizes have been shown for wrot timbers on the drawings, an allowance of 4mm for each wrot face of the sizes shown has been made.

Doors, fanlights, sashes, manufactured boarding, plywood, veneers, etc., must be of the full thickness specified.

Where doors, door frames, fanlights and frames, sashes, windows and frames are measured as numbered items, the overall sizes are given to the nearest 10mm.

Tolerances in nominal dimensions for imported timber shall not exceed the following:

a) for nominal dimensions up to 76mm the actual dimension may be 2,5mm under for each 25mm.
b) for nominal dimensions 76mm and over the actual dimension may be 1,6mm under for each 25mm.

Storage of timbers: Timber delivered to the site is to be properly stacked above ground, either on bearers or platforms under cover and protected from inclement weather.

Orders: for timber are to be placed immediately after the Contract is signed, as the Contractor will be held responsible for any delay in delivery.

Pretreatment of Timbers: All permanent timbers installed in the building are to be treated against borer, cryptoterms, termites, and all wood-destroying agencies with an approved preventative, all in accordance with SANS 10005.

Any surface subsequently exposed by cutting or planning must be touched up with the same preservative solution and rates are to include for all preservative required.

The Contractor is to obtain a certificate from the merchants supplying the treated timber, to the effect that the timber has been treated against wood-destroying agencies. The Employer has the right to remove samples of the treated timber to have tests carried out by the Division of Entomology or any other Authority.

Temporary timber on the site, e.g. shutter props, etc., must be free from wood-destroying agencies. Any timber so affected is to be immediately removed from the site.

Materials which do not comply with the above requirements or are in any way damaged or discoloured by the pretreatment must be replaced by the Contractor at his own expense, if so directed by the Employer.

Stress Grading of Softwood Timber: The Mechanical Stress Grading of Softwood Timber (Flexural Method) shall be in accordance with SANS 10149.

Structural Timber: for carpentry is to be South African softwood in accordance with SANS Specification 563 and, unless otherwise specified, of Stress Grade V4, and branded accordingly. If it is necessary to use sizes that have to be re-sawn, these shall be regarded and stamped with the respective SANS stress grade mark. Unless this is done, timber which is resawn is no longer considered as complying with the specification and shall on no account be used.

Branding and Battens: of cross-sectional size 50 x 50mm and under shall be South African softwood in accordance with SANS Specification 653 and branded accordingly.

Joinery and Shelving: Softwood for joinery and shelving shall be South African softwood in accordance with SANS Specification 1359 and branded accordingly. All timber for joinery is to be air or kiln-dried to a moisture content of approximately 12%.

Structural Laminated Timbers: are to be of the sizes detailed, wrot on all faces and are to be manufactured by an experienced fabricator to the approval of the Employer.

Adhesives used must meet the requirements of the current BS 1204 for external use.

The surface appearance of members shall be Class C (Constructional) or Class S (Selected) as defined in SANS Specification 876 and as stated in the items.

Finger-jointed Timbers: are to be manufactured in accordance with SANS 10096. "The manufacture of finger-jointed structural timber".

Contractors wishing to use finger-jointed timber must supply a guarantee that the finger-jointing complies with the above Code of Practice and that the glue is suitable for the particular member.

Jointing of the Purlins, Fascias, Rails, Beams, etc.: shall, unless otherwise detailed, be as follows:

Purlins, slating battens, etc., of cross-sectional size 50 x 76mm and under shall be jointed over the rafter. Larger sized purlins may be dealt with in the same way or by using some other suitable, recognised method. All purlins and battens shall be fixed to the supporting rafter by at least one nail skew driven from the direction of the ridge. Where the purlin or batten is fixed at more than 900mm centres, at least two nails shall be used at every fixing point.

Fascias shall be jointed over rafters.

Beams, rails, etc., shall be jointed over a support or at 1/5th span with a recognised joint using bolts, etc

Roof and floor plates are to be halved at joints, angles and intersections and nailed together.

Floor joists and bearers are to have splayed heading joints nailed together and staggered to occur over bearers and sleeper piers respectively.

Sawn branding is to be butt-jointed at heading joints and angles and where wrot, is to have splayed heading joints and mitred angles over all points of support.

Hardwoods: (Red Meranti and Sapele) are to be best quality, specially selected and well-seasoned, free from all sapwood to the approval of the Employer and are to be well kiln-dried. Red

Meranti is to be even in grain and colour, selected from “Standard and Better” grade from Malaysia. Sapele to be *Entandrophragma cylindricum* or F.A.S. grade.

Prefabricated Timber Roof Trusses

Design: The design of prefabricated roof trusses, bracing and secondary members forming part of the total timber roof construction shall be prepared by a professional structural engineer (Truss System Engineer) strictly in accordance with SANS 10163 for the Design of Timber Structures.

Wind and superimposed loadings are to comply with SANS 10160 and the superimposed loading, unless otherwise specified, is to be taken as that for inaccessible roofs.

Analysis: From the configuration and mechanism shown on the tender drawings the Truss System Engineer shall submit, through the Contractor, to the Employer detailed calculations and working drawings showing timber sizes, connections, truss dimensions, etc.

This submission must include details of both trusses and bracing as specified below:

a) Trusses: The analysis of the truss system is to include diagrams of the trusses with marked up members and nodes showing dimensions, positions of supports and positions and values of applied loads, which, if not specified in the tender documents, must be derived from an approved source of reference which shall be indicated in the analysis. Due account must be taken of any eccentricity particularly at supports.

The analysis must also indicate allowable stresses, internal axial forces, moments and resulting stresses, as well as timber sizes and grades and detailed plate sizes and positions.

b) Bracing: Bracing must be designed to withstand the forces specified in SANS 10163 clauses 6 and 7.

If the bracing system incorporates trusses, the additional forces must be shown in the analysis of the trusses.

The drawings must give all the information necessary for the construction of the bracing.

An outline of the bracing system, including temporary bracing, must be shown on a working drawing giving clear details of fixings and anchorages into the supporting structure at wall plate level. Interference of bracing with truss members must be taken into account. Moments caused by forces applied between node points of bracing trusses and the axial forces must be given in the bracing calculations, also sizes and fixings of the bracing system.

Submissions: A copy of letter reference TR1 completed and signed by the Truss System Engineer must be submitted by the Contractor at the same time as the list of Sub-Contractors. Two sets of calculations and drawings with pertinent erection instructions for the whole roof construction are to be presented by the Truss System Engineer must be submitted to the Employer for consideration and permission to proceed.

This in no way absolves the Contractor of his responsibilities.

Any modifications to design or drawings are to be arranged directly between the Truss System Engineer and the Employer. It will be the Contractor's responsibility to ensure that information is presented to the Employer in good time and no claims will be entertained in respect of any delays resulting from the late approval of drawings, etc.

Any difference in cost between the roof system initially submitted by the Contractor and the finally accepted system to meet the original design requirements will be for the account of the Contractor.

The Truss System Engineer will be required to inspect the roof structure and certify on letter reference TR2 that the construction is in conformity with his design, and any costs in this respect must be included in rates for the truss system.

If, in the opinion of the Employer, further visits are necessary due to errors or omissions on the part of the Contractor or the Truss System Engineer, the costs of these inspections will be for the account of the Contractor.

Fabrication and Storage: Fabrication shall not commence until written permission has been given by the Employer. The prefabricated roof trusses shall be manufactured, supplied and delivered to site by an approved manufacturer with all members accurately mitre cut, close butted and rigidly fixed together by approved galvanised metal spike connectors applied simultaneously to both sides of every joint by use of a mechanical press in accordance with SANS 10163.

Permissible deviations in fabrication of trusses are to be as specified in SANS 10155.

The following will not be permitted at joints:

a) knots, splits or finger joints;
b) varying member thicknesses;
c) plates not fully pressed into timber;
d) gaps between members exceeding 1,5mm average over the width of the mitred members.

Stress grade marks must be clearly visible on all members.

Relevant dimensions must be checked on site before fabrication. Trusses must be stored off the ground and under cover both in the factory and on site.

Erection and Bracing: Unless otherwise instructed, erection must be carried out as described in *"The Erection and Bracing of Timber Roof Trusses"* published by the Truss Plate Association of South Africa Limited and the National Timber Research Institute - CSIR.

Where the overall length of trusses exceeds 13 m, complete braced bays are to be assembled on level ground and lifted into position suspended at maximum 3 m intervals from a spreader bar. Alternatively, braced bays may be assembled in position to a minimum of two lines of temporary intermediate supports below node joints. Temporary supports must be removed before roof covering is placed.

The erector must be suitably qualified and must satisfy the Employer that he can meet the specification.

Where the roof incorporates a hipped end, the construction is to commence with the hip, otherwise erection is to be commenced with a fully braced bay.

Temporary bracing must be installed as erection proceeds in accordance with the accepted design.

The Contractor must notify the Employer in sufficient time in order that an inspection may be made before the roof covering is placed.

The trusses will be subject to the following tolerances:

a) maximum out of straight - length/400.
b) maximum out of vertical at any point - height/200.

Rates: The Contractor is to allow in his rates for the roof trusses for the design, manufacture, supply, hoisting and fixing of the roof trusses and permanent bracing, any necessary temporary bracing, and for the costs of all inspections by the Truss System Engineer.

Rates for roof trusses are to include for the exposed rafters at eaves overhangs to be wrot all round and trimmed and splay cut as required.

Ceilings

Insulation Material for Ceilings: shall be resin bonded glass wool or mineral wool thermal insulation blanket complying with SANS Specification 1381 of the thickness specified, delivered to the site in unopened rolls in original factory wrappings.

Insulation, Waterproofing and Dustproofing material for roofs: shall be an approved aluminium foil faced both sides laminated kraft paper and synthetic reinforced material fixed in accordance with the manufacturer's instructions, lapped 150mm at all edges unless otherwise specified.

Gypsum Plasterboard: is to be in accordance with SANS Specification 266.

Gypsum coved cornices: are to be in accordance with SANS Specification 622.

Fibre-cement (non-asbestos) flat sheets: are to be in accordance with SANS 803; asbestos-containing products shall not be used.

Fibre-cement (cellulose) sheets: are to be asbestos-free and in accordance with SANS 803.

Nails and Screws: Mild steel nails are to be in accordance with SANS Specification 820. Mild steel and brass screws are to be round headed, countersunk, etc., as appropriate and are to be in accordance with SANS Specification 1171. Nails and screws shall be of the size, length and type appropriate to their respective uses.

Plugs, etc.: Where items of woodwork are described as "plugged", these may be nailed to timber plugs or slips built into the structure, and where described as "plugged and screwed" these may be screwed to timber or approved patent fixing plugs.

Shot Fixing: Where items of woodwork are described as "shot fixed" these are to be fixed with an approved cartridge-assisted tool and rates are to include for all nails, spikes, blanks, washers, cartridges, etc.

Carpentry: Timbers are to be the best of their respective kinds, free from sap, shakes, large, loose or dead knots, wany edges and other defects and thoroughly seasoned. Wrot surfaces are to be finished clean, smooth and free from tool marks.

Timbers shall be in as long lengths as possible.

Rates for sawn and wrot structural timbers are to include for notching, splay and birdsmouth cutting, housing, halving, scarfing, cutting timbers to the required lengths, spiking and clinching and for hoisting and fixing timber in position.

Ceilings: are to be of the types described, fixed to timber brandering, bearers, etc., as described and with panels set out so as to give even width panels not less than half a sheet wide at edges.

Doors

Flush Doors: Hollow core, semi-solid and solid laminated flush doors are to be of approved manufacture complying with SANS Specification 545.

The doors are to be finished on both sides with the facing veneers specified and concealed on both sides, unless otherwise specified, with hardwood edge strips and where doors are required to receive a transparent finish, the edge strips are to match the facing veneers.

Doors with rebated meeting stiles are to have edge strips to the meeting stiles not less than 19mm thick.

Each door or leaf of double door, described as hung to swing, is to be fitted with necessary hardwood reinforcing blocks for bottom shoe and top centre of spring hinge.

Unless otherwise specified, all flush doors are to be interior quality, but where exterior doors are specified, the glue used must comply with Type WBP of BS 2034.

Framed, ledged and braced batten doors, etc.: Doors described as filled in with V-jointed boarding are to be filled in flush on one side with tongued and grooved vertical boarding, V-jointed on one or both sides and of the thickness stated. The boarding is to be fixed with nails, closely cramped up, rebated on outer edge and housed to grooves in stiles and rails and twice brass countersunk screwed at each intersection.

Ledges and braces and inner edges of the abutting stiles and rails are to be chamfered to form a V-joint at junction with the boarding.

Joinery: All timbers shall be in as long lengths as possible. Lengths for joinery shall be single where possible and where joints are unavoidable, they shall be made as inconspicuous as possible.

Timber for grounds, firrings, blocks, plugs, etc., shall be sound and free from defects.

All joinery work is to include for work in connecting by mortice and tenon, dovetailing, housing, flush pinning, etc., as may be required and for all screws, nails and gluing together and for sinking flush all exposed screw unless otherwise specified.

Wrot surfaces and edges are to be steel scraped and sandpapered before and if necessary, after fixing.

Edges are to be arris rounded unless specified to be angle rounded.

"Arris rounded" denotes that the sharp edges are slightly rounded off and that no mitring is required.

"Angle rounded" denotes rounded from 3mm to 10mm radius and is to include for housed and mitred joints.

Hardwood doors, frames, jamb and soffit linings, etc., are to be treated on all surfaces with one coat of approved sealer before building in, etc., and rates for these items must include for this. Batten doors with tongued and grooved battens are to have the tongues and grooves well sealed before assembling. The sealer used shall be compatible with the finishing coats to be applied.

Horns of door frames are to be checked and splayed back where frames are fixed projecting or flush with surface and built in.

Where doors, fanlights or sashes are described as hung to butts on steel or aluminium frames, rates are to include for supplying necessary steel, brass or stainless steel screws.

Panel work is to be secured to the grounds, etc., with screws concealed behind the mouldings or by sinking the screws and pelleting as directed.

Joinery is framed up, but not glued or wedged, immediately the order is given to commence work. Wherever possible, joinery shall not be placed or fabricated in position until the plaster has dried out. Reasonable tolerance shall be provided at all connections between the joinery and building carcass so that any irregularities, settlements or other movements shall be adequately compensated. All joinery shall be accurately scribed to fit the contour of any irregular surface. Should the joints of any joinery open or give such defective work is to be taken down, refitted and redecorated or replaced by new joinery at the Contractor's expense.

Only brass screws may be used for hardwood joinery.

The Contractor is to allow for cross-tongueing all solid wood sections unobtainable in single widths.

No joinery is to be primed until it has been inspected and approved by the Employer.

All joinery liable to injury must be protected to the satisfaction of the Employer. Rates must include for this temporary protection.

Rates for timber frames, mullions, transoms, linings, standards, rails, fascias, cornices, skirtings, beads, picture rails, etc., are to include for mitres, etc.

Rates for all items of timber are to include for fixing and planting on as may be required with necessary panel pins or nails.

FLOOR COVERINGS, PLASTIC LININGS, ETC

Floor tiles and Sheeting: are to be of the composition, type, size and thickness specified with colour, pattern graining, etc., consistent throughout, all to the approval of the Employer.

Thermoplastic floor tiles: with a bituminous or resinous binder are to comply with SANS Specification 586.

Fully-flexible vinyl floor tiles or sheeting: are to comply with SANS Specification 786.

Where the specified sizes and/or thicknesses of floor tiles and sheeting differ from those in the SANS Specifications, such items of floor tiles and sheeting shall comply in all other respects with the relevant SANS Specifications.

Skirting, Stair nosings, Edging Strips, etc.: are to be of the types and sizes specified and are to be of approved manufacture.

Skirting, Stair nosings, Edging Strips, etc.: are to be of the types and sizes specified and are to be of approved manufacture.

Laying: All floor coverings, wall linings, etc., are to be laid by workmen experienced in laying the particular type of floor covering, wall lining, etc., in strict accordance with the instructions issued by the manufacturer of the materials being used and to the approval of the Employer.

All adhesives used must be the correct adhesives as supplied or recommended by the manufacturer of the material being used.

The floor coverings, wall linings, etc., are, except where otherwise specified, to be laid on cement screeds or plaster backings. All cement screeds and plaster or other backings have been measured elsewhere.

Tiles are to be laid with close butt joints and to approved patterns with no cut tiles less than half a tile wide and tiles are to be fully bonded to the backing surfaces.

Sheeting is to be cut to fit the areas accurately and neatly and is to be disposed as to have a minimum number of seams set out to the approval of the Employer and all seams are to be perfectly tight and practically invisible. No piecing of short ends will be allowed. The sheeting is to be fully bonded to backing surfaces and is to be rolled as necessary to remove all air bubbles and to ensure complete adhesion.

Welded sheet flooring or wall linings are to have the seams welded together by an approved process to form a seamless floor or lining.

Patterned sheet flooring or wall linings are to be matched at joints.

Vinyl skirtings, stair nosings, edging strips, etc., are to be fully bonded to the backing surfaces.

Wood block and wood mosaic flooring is to be laid in accordance with SANS 10043.

Cleaning, etc.: All floor coverings are to be cleaned down to the approval of the Employer. Cleaning of thermoplastic, vinyl and similar floor coverings shall, unless otherwise stated, be done with an approved waterborne floor stripper in order to achieve a standard of cleanliness acceptable to the Administration. Any foreign matter such as paint, stain, tar, etc., which may not respond satisfactorily to the cleaning process shall be removed by means of a scraper, steel wool, etc.

Metallised Floor Dressing: where specified, vinyl sheet flooring and floor tiles shall be cleaned down with an approved water-based floor stripper, and finished with two coats of an approved sealer and two coats of an approved metallised floor dressing applied in accordance with the manufacturer's instructions.

Rates: for all floor covering are to include for laying as described, for cleaning down backing surfaces before laying and for all square and raking cutting and waste and fitting, fair cutting at edges where no skirtings occur, protecting from injury, and for cleaning down, etc., as described, at completion.

Rates for all wall linings are to include for laying as described, cleaning down backing surfaces before laying, sizing backing surfaces if necessary to ensure proper adhesion, all square and raking cutting and waste and fitting, fair cutting at exposed edges, bending at angles and for all narrow widths and protecting from injury and cleaning down, etc., as described, at completion. Wall linings in widths not exceeding 300mm to returns, reveals and the like have not been measured separately, but have been included in the area of the general items of wall linings and rates must include for this.

Rates for skirtings, stair nosings, edging strips, etc., are to include for fixing as described, cutting to lengths, fitting at intersections, mitres, ends, etc., and for cleaning down at completion.

IRONMONGERY

Ironmongery is to be to the approval of the Employer and rates are to include for fixing with screws of corresponding metal and finish and for oiling and easing as required at completion.

Where catalogue references are given, the articles are to be of the brand specified or other approved.

Mortice locks, cylinder locks, cupboard locks, etc., are specified to be “en-suite” in the specified number of “suites”. The “suites” are to be controlled by differing sub-master keys with a grand master key controlling all “suites”, and no sub-master key is to pass any lock of another “suite”.

All locks are to be fitted with two keys and the locks are to be stamped with consecutive numbers and the keys to each are to be stamped to correspond with the lock.

Items of ironmongery specified as chromium plated or satin chrome finish are, unless otherwise specified, to be chromium plated or satin chrome finish on solid brass.

Items of ironmongery specified as aluminium are to be natural anodised.

Where items of ironmongery are specified as fixed to pressed steel door frames, the Contractor is to ensure that the suppliers of the steel frames prepare the frames for all keeps and all morticing and drilling required and receive all information necessary regarding ironmongery. Preparation of steel door frames for ironmongery has been measured elsewhere.

Where items of ironmongery are described as “plugged and screwed” these are to be screwed to patent fixing plugs of approved manufacture, and this shall include for plugging and screwing to brickwork or concrete.

Key tags are to be 40mm diameter × 3mm thick plastic of approved colour, engraved on face with the required number of letters and numerals finished in an approved colour, and the tag is to be holed for and fitted with a steel split ring and fixed to key.

STRUCTURAL STEELWORK

The fabrication, assembly and erection of structural steelwork is to be executed in accordance with SANS Specification 1200H - Structural Steelwork.

METAL WORK

Proprietary Materials: Where proprietary materials are specified, the materials used are to be of the type specified or other approved by the Employer.

Rates: for all metalwork, unless otherwise stated, are to include for cutting to lengths, shaping, turning, threading, forging, fitting, assembling, riveting, welding welded running joints, filing smooth, also for all screws and holes and hoisting and fixing in position. All screwed work is to have full threads.

Welding and Brazing: Where items are described as welded or brazed, rates must include for neatly welded or brazing by experienced workmen using a recognised process and for cleaning and filing or grinding off smooth, all to approval. All welding is to be continuous unless otherwise described.

Screw Fixings: Where items are described as tap screwed, grub screwed, set screwed, etc., rates must include for the necessary screws, for drilling all components and for tapping the components where necessary to receive such screws.

Pipe Members: All galvanised mild steel pipe members are to be "medium" pipes complying with BS 1387. Diameters of pipes, unless otherwise stated, are nominal internal diameters.

Priming of Steelwork: All items of fabricated mild steel except where described to be galvanised, are to be cleaned in accordance with SANS 10064 to remove all scale, rust, grease, oil, etc., endeavouring to bring the surface to a bright metallic conditions, and painted, unless otherwise specified, with one coat of red oxide zinc chromate primer in accordance with SANS Specification 909 prior to despatch from the works.

Galvanising of Steelwork: All steel surfaces described to be galvanised are to be thoroughly sand, grit or steel shot blasted to white metal in accordance with SANS 10064 and fluxed ready for galvanizing and the completed unit is to be hot dip galvanised after fabrication in accordance with SANS Specification 763 for general applications on the relative thicknesses of metal.

The zinc coating shall be continuous and of even thickness over all surfaces entirely free of bare spots, dull, rough patches, blisters and other imperfections and shall show no signs of peeling. Where site welding has to be done, the welds are to be properly cleaned down and cold galvanised to the approval of the Employer.

The zinc coating shall be continuous and of even thickness over all surfaces entirely free of bare spots, dull, rough patches, blisters and other imperfections and shall show no signs of peeling. Where site welding has to be done, the welds are to be properly cleaned down and cold galvanised to the approval of the Employer.

If requested by the Employer, the manufacturer shall carry out tests to prove that the requisite mass/thickness of zinc coating is applied and that it is of uniform thickness. The tests shall be made by attaching a test piece of mild steel, approximately 250 x 25 x 6 mm, by means of wire, to an article being galvanised and subjecting the test piece to the same cleaning, fluxing and galvanizing treatment as the article being galvanised, and at completion, the test piece tested by a method approved by the South African Bureau of Standards, the cost of which will be borne by the Contractor.

PLASTERING

Materials

Stone Chippings: - are to be approved clean stone chippings of the sizes stated complying with SANS Specification 1083.

River Sand: - for floor finishes and screeds is to be clean, sharp, coarse sand free from all impurities, washed if so directed and complying with SANS Specification 1090.

Plaster Sand: - is to be clean, sharp, free from all impurities, washed if so directed and is to comply with SANS Specification 1090.

Cement: - unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SANS 50197-1, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.

Lime: - is to comply with SANS Specification 523.

Water: - is to be clean, fresh and free from injurious amounts of acids, alkalis and other organic substances.

Measurement of Constituent Parts of Floor Finishes, Toppings, Screeds and Plaster Finishes: - cements, sand and stone chippings are to be measured exactly by means of gauge boxes or purpose made wheelbarrows. Part fillings or heaping of normal wheelbarrows will not be permitted.

Water is to be accurately measured for each batch, to approval.

Waterproofing compounds, where specified, are to be added to the mixture in the proportions recommended by and in strict accordance with the manufacturer's instructions.

Preparation of Surfaces: - prior to the application of floor finishes, toppings, screeds, plaster finishes, etc., the surfaces of the new or existing concrete, brickwork, etc., are to be thoroughly cleaned, chipped, hacked, sloshed, etc., as necessary to ensure a satisfactory bond. The Contractor will be held entirely responsible for the proper and adequate preparation of the surfaces and any work which results in failure in this regard must be made good at the Contractor's expense to the satisfaction of the Employer.

Floor Screeds, etc.: - cement screeds are to consist of one-part cement and three parts sand, unless otherwise described, and are to be steel trowelled, unless otherwise specified.

otherwise stated, to true smooth and even surfaces, free from tool marks to the satisfaction of the Employer to receive the finishes stated in the items.

Granolithic Finish to Concrete Floors, etc.: float up to within 6mm of finished surface with layers of concrete approximately 10mm thick, composed of one-part cement, two and a half parts concrete sand and three and a half parts granite or other approved hard stone chippings. Form finished surface with one-part cement and one-part fine granite chippings or other approved hard stone graded up to particles which will pass a 6 mm mesh brought to a smooth surface with a steel trowel. The floating and finishing coats are to be performed in one operation.

The granolithic work is to be carried out by experienced workmen and is to be laid in panels V-jointed and not exceeding 6 m2 in area or as shown on drawings or described in the Bills of Quantities.

Thin strips of wood or other suitable materials are to be laid between panels to break contact.

Where granolithic is described to be tinted, the requisite quantity of oxide of iron or other colouring materials is to be mixed with the finishing thickness.

Where granolithic is described to be green tinted, the requisite quantity of green magnesite and cement black is to be mixed with the finishing thickness.

All granolithic floors, etc., are to be covered up and protected from injury and discolouration during the progress of the work.

Rates for granolithic work are to include for cleaning down and for a coat of approved wax polish or stoep reviver well rubbed in at completion.

Plaster:

General: except where otherwise described, all external plaster is to be finished with a wood float and internal plaster is to be finished with a steel trowel, unless otherwise described, all to true and even surfaces, free from tool marks and other defects to the satisfaction of the Employer.

No distinction has been made for brick or concrete surfaces.

Cement Plaster: - External cement plaster to walls is to consist of one-part cement and four parts sand. External cement plaster to ceilings is to consist of one-part cement and three parts sand. Internal cement plaster to walls is to consist of one-part cement and five parts sand. Internal cement plaster to ceilings is to consist of one-part cement and three parts sand. One coat cement plaster to walls shall not be less than 13 mm and no more than 16 mm in thickness, and one coat cement plaster to ceilings shall not be less than 10 mm or more than 13 mm in thickness, unless otherwise described.

Where plaster is described as undercoated, the same type of approved sand and the same brand of cement is to be used throughout to maintain a uniform colour and texture.

Curing, Protection, etc.: - all floor finishes, paving, plaster finishes and screeds are to be properly cured to approval and all cracks, blisters and other defects which may occur are to be made good and the whole left in a satisfactory condition at completion.

The finished surfaces are to be properly protected from damage and cleaned down at completion.

Rates: - rates for floor finishes and screeds are to include for preparation of new or existing surfaces, dressing to falls where required, V-joints where specified, curing, protecting from damage and cleaning down at completion.

Rates for skirtings, rises, etc., are to include for internal angles at junction with floor, treads, etc., to be square or coved to not more than 50 mm girth and in addition are to include for mitres, stops, etc., except where given separately in terms of the Standard System of Measuring Builders' Work.

Rates for plaster finishes are to include for preparation of new or existing surfaces, curing, protecting from damage and cleaning down at completion.

Rates for plastering are to include for internal angles to be square or coved to not exceeding 50 mm girth.

Rates for rounded angles, fair edges and arrises and the like are to include for mitres, stops, etc., except where given separately in terms of the Standard System of Measuring Builders' Work.

Rates for moulding, projecting bands, coves, weatherings and the like are to include for double out.

Rates are to include for cutting back against frames and for V-joints cut where concrete abuts brickwork.

Rates generally are to include for all sundry making good and working around pipes, balusters, etc.

Generally

Narrow Widths :- Items described as "Extra over for narrow widths" include for all reveals, edges, soffits, treads, risers, etc., not exceeding 500 mm wide, narrow widths not exceeding 500 mm wide in general surfaces caused by openings or projections, all of which have been included in the areas of horizontal or vertical surfaces. No distinction has been made for finishes of differing thickness.

TILING

Materials

River Sand :- is to be clean, sharp, coarse sand, free from all impurities, washed if so directed and complying with SANS Specification 1090.

Plaster Sand:- for wall backings is to be clean, sharp, free from impurities, washed if so directed and complying with SANS Specification 1090.

Cement: - unless otherwise specified, is to be Portland cement of normal setting quality complying with SANS 50197-1 and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.

Water:- is to be clean, fresh and free from injurious amounts of acids, alkalis and other organic substances.

Measurement of Constituent Parts of Backings, etc. :- cement and sand are to be measured exactly by means of gauge boxes or purpose made wheelbarrows. Part filling or heaping of normal wheelbarrows will not be permitted.

Water is to be accurately measured for each batch to approval.

Waterproofing compounds, where specified, are to be added to the mixture in the quantities recommended by and in strict accordance with the manufacturer's instructions.

Preparation of Surfaces: - prior to the application of the backing for tiles, the surfaces of the new or existing concrete, brickwork, etc., are to be thoroughly cleaned, chipped, hacked, sloshed, etc., as necessary to ensure a satisfactory bond. The Contractor will be held entirely responsible for the proper and adequate preparation of the surfaces and any work which results in failure in this regard must be made good at the Contractor's expense to the satisfaction of the Employer.

Glazed Ceramic Wall Tiles and Fittings: - shall comply with SANS Specification 22 of selected grade, free from defects and blemishes and of uniform colour.

Rates are to include for either bedding tiles on and including a solid cement mortar backing consisting of one-part cement to three parts sand on brickwork or concrete, or fixed with an approved tile adhesive and including a coat of cement plaster consisting of one-part cement to five parts sand and finished to a surface to receive tiles.

Tiles are to have vertical and horizontal joints continuous with all joints solidly flushed up in neat white cement.

Mosaics: - glass or ceramic are to be of approved South African manufacture of the sizes and colours specified, fixed to paper panels for ease of handling.

Mosaics are to be bedded to a true even surface on and including a solid cement mortar backing consisting of one-part cement and three parts sand on brickwork or concrete, or fixed with an approved mosaic adhesive on and including a coat of cement plaster.

cement plaster consisting of one-part cement to three parts sand finished to a surface to receive mosaics.

After setting, the paper panels are to be removed and all joints are to be solidly flushed up in neat white cement.

Samples of mosaics are to be submitted to the Employer for approval before any work is put in hand.

Unglazed Ceramic Floor Tiles and Fittings: - are to be unglazed acid and alkali resistant tiles and fittings of the types specified in the items, and of approved manufacture, uniform in size, shape and colour, free from cracks, twists and other defects and equal to samples to be deposited with and approved by the Employer.

Floor tiles are to be laid with maximum 10 mm wide joints continuous in both directions on and including a 15 mm thick cement mortar bed consisting of one-part cement to three parts sand,

unless otherwise specified, to true levels and grades with the joints raked out and grouted up solid and flush pointed with an approved epoxy jointing compound.

Floor tiles are to be set out so as to have no long edges of tiles cut to suit room size.

DRAINAGE AND PLUMBING

Generally: The Standard Preambles for other trades, with reference to Excavations, Concrete, Brickwork and Plastering, and, in particular for the full description, intent and meaning of the classification for excavations, are to apply equally to this trade.

Licensed Drainers and Plumbers: Only licensed drain layers shall be employed on any drainage work and licensed plumbers on plumbing work.

Gulley Traps: Gulley trap assemblies must be of the material specified with "P" or "S" trap, jointed to drain and with hopper head with vertical and side inlets, the head fitted with 190 mm diameter cast iron gulley grating complying with SANS Specification 1115 laid loose in socket. The trap, hopper head and vertical pipe shall be set on and encased in concrete Class B having a minimum thickness of 150 mm at any one part, carried up 75 mm above ground level as kerb, dished down to grating and finished on all exposed surfaces in 1:3 cement plaster with angles rounded, including necessary excavation and formwork.

Grease Traps: Grease trap assemblies of vitrified clay must consist of outlet junction jointed to trap with side inlet. Access openings of trap and junction shall be fitted with vitrified clay stoppers laid loose in socket of trap and set in bitumen in socket of junction. The trap and junction and vertical pipe shall be set on and encased in concrete Class B having a minimum thickness of 150 mm at any one part, carried up 75 mm above ground level as kerb, dished down to grating and finished on all exposed surfaces in 1:3 cement plaster with angles rounded, including necessary excavation and formwork.

Rodding Eyes : Where pipes are carried up in ramps for rodding eyes, the head of the pipe at ground level must be fitted with an "A.B.C." cast iron cover and frame, complying with SANS Specification 746, jointed to pipe, the frame rebated for and including cover with raised letters "CE" cast on same, secured to frame with gun-metal screws and with the whole encased in concrete Class B having a minimum thickness of 150 mm at any one part, carried up 75 mm above ground level and finished on all exposed surfaces in 1:3 cement plaster with angles rounded, including necessary excavation and formwork.

Inspection Eye Blocks: Where inspection eye fittings are provided in pipelines, the position of these inspection eyes must be registered and demarcated with concrete Class C block size 300 x 300 x 50 mm thick finished on all exposed surfaces with 1:3 cement plaster with angles rounded

and with sunk letters "I.E." formed in top and set in ground, including necessary excavation and formwork.

Sheet Metalwork: generally, is to be lapped 75 mm at ends and 150 mm at angles, unless otherwise stated. Rates for sheet metalwork shall include for all labour, cutting and waste, laps, seams, welts, angles, clips, tacks, solder dots, riveting, soldering, brazing, burning, nailing, dressing and wedging as required. All measurements are net with no allowance being made for laps, seams, welts, angles, clips and tacks or waste in cutting. Where stepped flashings are described as to flat slope, the pitch of the roof to which they apply does not exceed 40°.

a. **Galvanised sheet iron** shall be of an approved brand of the thickness specified after galvanising and having a galvanised coating of "Iscor Coating Designation Z450". Corroded or otherwise defective sheets shall not be used. All nailing or screwing shall be done with galvanised nails or screws.

b. **Sheet lead** shall be best milled sheet lead of the full mass specified and of equal thickness throughout and must comply with BS Specification 1178.

Linings to Valleys: shall be of the material specified, lapped 200 mm at ends and dressed up on to purlins or battens at sides of valleys with edges bent back to form open beads.

Linings to Secret Gutters: at back of chimney stacks and wall abutments and at raking intersections of walls and roofs shall be of the material specified, turned 100 mm up vertical surfaces and dressed 150 mm up roof slope and on to purlin or batten at edge.

Cover Flashings: shall be either galvanised sheet iron, copper or aluminium, as specified, of 0,6 mm thickness fitted over under-flashing, stepped where required on rake and with top edge bent and wedged 25 mm deep into joint of brickwork or groove formed in concrete face and flush pointed in 1:3 cement mortar.

Flashings Around Pipes Through Roof Coverings

(a) Pipes through preformed sheet steel roofing shall be flashed around with 0,6 mm galvanised sheet iron apron pro-profiled to top of roofing with edges cut and dressed to profile roofing, soldered all round and with conical sheet iron upstand, riveted and soldered at joint and base to apron. The top of the conical upstand is to be fixed with a galvanised steel gutter bolt.

(b) Pipes through slate or tile roofing shall be flashed around with 24 kg/m² lead apron dressed to profile of slates or tiles with top edge of lead apron dressed over back edge of slate or tile under overlap of slates or tiles. A conical lead upstand, wiped on at joint with apron, is to be secured around the pipe with copper wire.

(c) Pipes through prepainted or embossed sheet steel or aluminium roofing shall be flashed around with flexible glass-fibre reinforced waterproofing dressed to profile of roofing, pop-riveted around edges to roofing and dressed up and around pipe. The waterproofing is to be finished in a colour to match that of the roofing material.

Rainwater Pipes

(a) **Galvanised sheet iron rainwater pipes, offsets and shoes** shall be formed from 0,6 mm thickness sheet, seamed at back and jointed with soldered slip joints. Pipes must be fixed 25 mm clear of finished wall face on brackets at not exceeding 2 m centres formed of 1,6 mm x 25 mm galvanised mild steel wrapped around pipe and bolted to 3 mm x 25 mm galvanised mild steel U-shaped brackets holed for and screwed to plugs in wall. Rainwater pipes fixed in recesses must have galvanised sheet iron ears soldered on across the pipe and screwed to plugs in wall.

c) **Unplasticised polyvinyl chloride (UPVC) rainwater pipes and accessories,** shall comply with SANS Specification 967 and must be fixed clear of the finished wall face on stock pattern brackets in accordance with the manufacturer's instructions.

Eaves Gutters

(a) **Galvanised sheet iron gutters, rainwater heads, etc.,** shall be formed from 0,6 mm sheet and must have beaded edges with all laps riveted and soldered.

Corners must be reinforced with 0,6 mm x 50 mm wide galvanised sheet iron strips and must be soldered across the inside of the angles.

Gutters must be laid to even falls on approved galvanised mild steel gutter brackets screwed to roof timbers at approximately 1 m centres. Half round pattern gutters shall be bolted to each bracket with 6 mm galvanised gutter bolt fitted close to the beaded edge. Rectangular pattern gutters shall be fixed at each bracket with galvanised mild steel long-screw with 1 mm thick galvanised sheet iron spacer tube.

(b) **Unplasticised polyvinyl chloride (UPVC) gutters and accessories** shall comply with SANS Specification 11 and must be laid to falls and fixed on brackets in accordance with the manufacturer's instructions

Sanitary Plumbing and Fittings:

Waste, Ventilation and Anti-Siphon Pipes

Unplasticised polyvinyl chloride (UPVC) pipes and fittings shall be of approved manufacture marked with the manufacturer's name and trade name, the nominal bore and the South African Bureau of Standards mark and shall comply with SANS Specification 967. Joints shall be made with injection moulded fittings in accordance with the manufacturer's instructions and SANS 10112. The pipes must be fixed clear of the finished wall face with aluminium alloy holderbats fitted with plastic cushion strips with the holderbats fixed to plugs in wall.

Sanitary Fittings:

All glazed ceramic sanitary ware shall comply with SANS Specification 497.

Wash hand basins shall be of white glazed fireclay or vitreous china of the type and size specified. Basins shall have an integral overflow and be fitted with 32 mm chromium plated waste union with flange and grating, rubber plug on chromium plated brass chain and, where necessary, tap hole stopper cemented in.

W.C. pans shall be of white glazed fireclay or vitreous china of the type specified with "S" or "P" trap with straight or side outlet and shall be fitted with single or double flap plastic seat as required, secured to pan with concealed brass holding down bolts. Pans shall be bedded on the concrete floors in 1:3 cement mortar.

Glazed ceramic urinals of the bowl or stall type shall be of white glazed fireclay or vitreous china. Bowl urinals shall be fitted with 40 mm chromium plated waste union, with flange and domed grating and with spreader with flush pipe connector. Stall urinals shall be fitted with 75 mm chromium plated waste union with flange and hinged "domed" grating and with spreader with flush pipe connector.

Flushing cisterns shall be specified, either of white porcelain enamelled cast iron, white glazed fireclay, vitreous china or black plastic complying with SANS Specification 497.

Flushing cisterns shall be specified, either of white porcelain enamelled cast iron, white glazed fireclay, vitreous china or black plastic complying with SANS Specification 821, each with body and cover. Cisterns shall be of 11 litre capacity and with flushing apparatus shall be of brass, copper or other corrosion resistant metal, PVC or other approved plastic or of an approved ceramic material. Connections for flush pipe, inlet and overflow pipe must be provided in the body. Cisterns shall be fitted with 15 mm brass ball valve with copper, PVC or polystyrene ball and with either chromium plated operating lever handle or galvanised steel pull chain and handle. A galvanised, white enamelled or chromium plated steel or copper flush pipe, of the required length, as specified, is to be jointed to the flush pipe connection on the body of the cistern and in the case of W.C. pans is to be fixed to the inlet of the pan with an approved patent adaptor. From the overflow connection on each cistern a 22 mm copper overflow pipe, bent as required, shall be taken through wall to

discharge externally, with end splay cut and projecting 50 mm beyond wall face, or where this is not possible, bent to discharge into W.C. pan.

Baths shall be enamelled cast iron baths of the type and size specified, holed for and fitted with chromium plated brass overflow union with grating, 40 mm chromium plated brass waste union with flange and grating, rubber plug on chromium plated brass chain and fitted with adjustable cast iron feet. The fall along bottom of baths from head ends to outlets must be adequate for complete emptying.

Stainless steel sinks and drainers shall be of the types and sizes specified with exposed surfaces buffed to a satin finish and sound deadened on underside by application of an approved sound deadening coating. Splashbacks with tiling keys shall be provided at back and at ends against walls or as specified. Sink bowls are to be pressed out of single sheets with complete drainage to outlets and each bowl is to be fitted with integral built-in overflow with chromium plated brass grating and 40 mm recessed waste outlets with chromium plated brass waste union with grating, rubber plug and chromium plated brass chain. Sink bowls, unless otherwise specified, are to be 450 x 355 x 140 mm deep. Drainers are to be pressed out of single sheets and are to have pressed flutes to give complete drainage.

a) For domestic use and for schools - Sinks shall comply with SANS Specification 242 and shall be manufactured from A.I.S.I. Type 430 stainless steel 0,8 mm thick for units not exceeding 2,4 m long and from stainless steel 1,2 mm thick for units exceeding 2,4 m long.

Rates for Sanitary ware : shall include for the supply and fixing of the units as specified and for cleaning, washing and leaving in a satisfactory condition on completion.

Below Ground Water Reticulation:

Unplasticised polyvinyl chloride (UPVC) piping and fittings shall be of approved manufacture complying with SANS Specification 966. Pipes must be of the class specified and must be marked with the manufacturer's name, trade name or registered trade mark, nominal diameter, class reference and the SANS mark. Pipes shall be laid and jointed in accordance with the manufacturer's instructions.

High density polyethylene (HDPE) piping shall be of approved manufacture complying with SANS Specification 533 and shall be of the class specified, laid and jointed in accordance with the manufacturer's instructions. Piping must be jointed with compression fittings with compression rings and coupling nuts.

Copper piping shall be of approved manufacture complying with SANS Specification 460 and shall be of Class 2, laid and jointed in accordance with the manufacturer's instructions. Pipes must be jointed with brass compression fittings with compression rings and coupling nuts complying with SANS Specification 1067 Part 1 Type A. Copper piping must be bent, where required, with an approved bending machine.

Above Ground Water Supplies :

Copper piping shall be of approved manufacture, complying with SANS Specification 460 and shall be of Class 0, fixed and jointed in accordance with the manufacturer's instruction. Unless otherwise described copper piping must be jointed with brass compression fittings with compression rings and coupling nuts complying with SANS Specification 1067 Part 1 Type A. Where soft draw copper piping complies with SANS Specification 1067 Part II must be used strictly in accordance with the manufacturer's instructions. Hard drawn copper piping of class 0 may be used where described but bending of the pipe will not be permitted.

Water Taps and Valves : Water taps, stopcocks and wheel valves shall be of approved manufacture complying with SANS Specification 226.

Ball valves with brass valve and copper or plastic ball float shall be of approved manufacture complying with SANS Specification 1056. Plastic floats when supplied, must comply with SANS Specification 1006.

Gate valves shall be of approved manufacture complying with SANS Specification 664. Valves shall be clockwise closing with non-rising, cap-fitted spindles and flanged connections all of the class specified.

Pressure reducing valves shall be of approved manufacture complying with SANS Specification 198.

Fixing of Water Pipes: Copper and stainless steel water piping shall be fixed, unless otherwise described, to walls or ceilings with brass holderbats (schoolboard pattern) built into walls in 1:3 cement mortar. Pipes shall be fixed to timber work with brass or copper pipe clips screwed on.

Rates for Pipes: Rates for all pipes, gutters, channels, etc. are to include for couplings in running lengths, joints, short lengths and cutting and fixing as required. Rates for mild steel pipes shall include for all plain sockets and nipples. Where fittings are reduced ends or branches, the fittings are described as "reduced" and the largest end or branch has been stated. The Contractor may use equal fittings with reducers or bushes if he so desires, but no claim for extras in this connection will be entertained.

Rates for pipes fixed to walls, soffits or slabs, roof timbers, etc. are to include for all brackets, holderbats, pipe clips and approved extended hangers where pipes are required to be laid to falls and for plugging and screwing or for cutting and pinning or building in tails of holderbats.

Rates for piping are to include for cleaning down at completion, and in addition, the rate for stainless steel piping is to include for polishing exposed piping, all to the approval of the Employer.

Rates for Chases, Holes etc. : are to include for making good to approval. The term "hole" is to include for sleeves where required through concrete work.

Fire Extinguishers: Where specified, carbon dioxide gas type fire extinguishers shall be 2,26 kg type, complying with SANS Specification 889 and fixed in position on wall brackets screwed to and including 20 mm thick chamfered and oiled wrot hardwood backboard, size 450 x 100 mm screwed to plugs in wall.

Where specified, dry powder type fire extinguishers shall be of 10 litre capacity, complying with SANS Specification 810 and fixed as before described on backboard size 1 000 x 200 mm.

Fire Hose Reels : shall be non-swinging rotary fire hose reels, complying with SANS Specification 543, with solid side discs and 25 mm waterway at bracket interconnected rotary pressure joint to hose connection at hub and fitted with 25 mm screwed malleable iron "Sanders Type A" valve with "S" grade diaphragm, connection for supply pipe with the handwheel clearly marked in red with arrows and the words "OPEN". "OO"

The reel is to be secured to the wall and including three steel anchor bolts and fitted with 30 m length of 20 mm internal diameter best quality reinforced red rubber non-kinkable hose with one end fixed to wheel hub connection and the other end fitted with 20 mm chromium plated gunmetal adjustable "Centorium" type nozzle with hose thread through nut and including chromium plated hose guide, designed to permit the hose to run out in any direction and the nozzle supported on and including chromium plated bracket fixed to wall.

GLAZING

Materials: Glass shall conform to the requirements of the relevant current British Standards Specification for the respective materials.

Clear glass shall be float quality glass.

Silvered glass mirrors are to comply with SANS Specification 1236 Class A.

Toughened safety glass is to be "Armourplate" float quality safety glass of the thickness specified and as manufactured by Armourplate Safety Glass (Pty) Ltd, or other approved, and glazed to sashes, etc., in strict accordance with the manufacturer's instructions.

All toughened safety glass is to have the manufacturer's name or motif sand-blasted in one corner of each pane.

Laminated safety glass is to be float quality normal strength glass, unless otherwise stated, and of the type specified and as manufactured by Shatterprufe Safety Glass Co. (Pty) Ltd, or other approved and glazed to sashes, etc., in strict accordance with the manufacturer's instructions.

All laminated safety glass is to have the manufacturer's name or motif sand-blasted in one corner of each pane.

All glass is to be free from imperfections and is to be left in a thoroughly clean condition on completion.

Glazing: The glazing and fixing of glass in buildings shall be in accordance with SANS 10137.

Glass panes shall have adequate glazing clearance between edges of glass and the rebates.

Putty for glazing shall comply with SANS Specification 680 Type I for glazing in wood and Type II for glazing in steel. Putty for glazing in natural finished wood shall be tinted to match the colour of the wood. Putty for glazing in aluminium windows shall be tinted to match the aluminium or anodised aluminium.

All rebates, other than in natural finished hardwoods, are to be primed before glazing.

Glass fixed with glazing beads shall be well bedded in back putty in the rebates.

Putty shall be carefully trimmed and cleaned off with front putty worked in within 3 mm of sight lines.

Rates : Rates for glass generally shall include for preparing the rebates, etc., all putty, sprigs, clips, etc., as required and all cutting.

Rates for toughened and laminated glass shall include in addition for all necessary spacing and setting blocks in accordance with the manufacturer's requirements.

PAINTING

Materials: Proprietary materials where specified are to be of the brand specified or other approved by the Employer.

All primers, emulsion paints, enamels, stains, varnishes, etc., are to comply with the relevant SANS Specification.

Paints, etc., shall be suitable for application on the surfaces to which they are being applied and those used externally shall be of exterior quality or suitable for exterior use.

For any particular work the priming coat and subsequent coats of paint are to be executed with paints from the same manufacturer and in accordance with that manufacturer's instructions.

The materials are to be brought to the site in unopened containers and no adulteration will be permitted, except through a quantity and quality directed by the manufacturer.

The Employer shall at all times be permitted to take samples for testing purposes from open containers of any brand of paint being used on the work.

All materials, if and when required by the Employer, will be subject to tests by South African Bureau of Standards, and the cost of such tests, should the material under test not meet the requirements of this specification, shall be borne by the Contractor.

Fillers and stoppings are to be suitable for use with the material being filled or stopped and to the approval of the Employer.

Preparatory Work: All new and existing surfaces are to be thoroughly dry and are to be cleaned of all dust, dirt, grease, oil, rust, scale, efflorescence, fungus, loose or flaking material, etc., rubbed down, stopped, filled, knotted and sanded smooth as required in accordance with the paint manufacturer's recommendations and to the approval of the Employer prior to the application of paint, etc.

Ceilings are to have nail heads, including those to cornices and cover strips, primed and stopped up as necessary and rubbed down smooth.

Fibre-cement surfaces shall be primed with an approved alkali resistant primer before the application of subsequent coats which are not in themselves, alkali resistant.

Iron, steel and other ferrous metals shall be cleaned in accordance with SANS 10064 to remove rust, scale, grease, oil, etc., and the surface brought to a bright metallic condition.

Galvanised iron and zinc shall be cleaned in accordance with SANS Code of Practice 062 to remove the manufacturer's temporary protective coating, white rust, etc..

Other non-ferrous metals shall be thoroughly cleaned to remove all milling oils, temporary protective coating, etc., and the surface abraded with fine waterpaper and white spirit.

Woodwork to be painted shall have all knots and resinous areas treated with an approved knotting, the surface shall then be primed and all holes, etc., stopped and rubbed down smooth.

Woodwork to be oiled, stained, varnished, etc., shall be free of all stains, pencil marks and other surface discoloration and all hole, etc., stopped with tinted stopping and rubbed down smooth.

In preparing existing glazed sashes and sash doors, all loose putty is to be removed, the rebates primed and glass re-sprigged and re-puttied as necessary before the repainting is commenced.

Previously distempered or lime wash surfaces to receive any other type of paint, are to have the existing distemper or limewash completely removed by scraping or wirebrushing and the surfaces treated with an approved bonding liquid.

Where existing paint films are in good condition any flaking or bared patches are to be properly feathered into the surrounding paint and spot primed as necessary.

Where existing paint films are in poor condition and require to be removed completely, they are to be removed by means of wire brushing, paint remover, burning off, or other approved method.

Paint removers shall be free of wax and caustic substances and shall preferably be of water rinsable type. When burning off paint from wood, care must be taken to avoid charring the wood.

The final state of preparatory work to existing decorated surfaces shall in all cases produce the finished decorated surfaces a condition similar to new work.

The Contractor will be held responsible for the proper and adequate preparation of the surfaces and any work which fails to meet the manufacturer's recommendations must be made good at the Contractor's expense to the satisfaction of the Employer.

Applications of Paints, etc. : Painting may be carried out by brush, roller or spray as recommended by the manufacturer and to the approval of the Employer.

All paints, etc., are to be applied in strict accordance with the manufacturer's instructions.

Each coat of paint is to be adequately and permanently keyed onto the previous coat or surface and shall be evenly distributed and continuous and shall dry to a smooth film, free from sags, runs or other imperfections.

Each coat of paint is to be of a colour distinctive from previous or succeeding coats.

All painting must be done in accordance with a colour scheme, which will be provided by the Employer, and rates for painting, etc., are to include for all cutting in of contrasting colours and masking as required. No distinction has been made where more than one colour of the same material is required on the walls or ceilings of the same room.

Samples of colours for the final coats are to be prepared in all cases to the approval of the Employer and all work must be finished to the approved colours.

Backs of wood door and similar frames and the surfaces of other new or refixed joinery in contact with brickwork, etc., and built in as the work proceeds, shall be primed or sealed before building in to prevent moisture seeping into the wood from the mortar bedding.

Tongued and grooved and rebated edges of boards in batten doors and other such like inaccessible parts of new joinery shall, before assembly, be primed, or where the joinery is to receive a finish other than paint, be given one coat of such other finishing material.

All new external structural timbers shall be primed before the timbers are fixed in position and shall include all surfaces such as backs of fascias and bargeboards.

Rates : Rates for painting, etc., are to include for all preparatory work, and where spraying is employed, are to include for adequate masking all surrounding areas.

Where diameters of pipes are stated these are the nominal internal diameters, and rates for painting pipes are to include for painting the holderbats, hangers, clips, etc., supporting the pipes.

Rates are to include for providing all necessary dust sheets, covers, etc., taking all necessary precautions to prevent marking the surfaces of joinery, walls, floors, glass, electrical fittings, etc. All surfaces disfigured or otherwise damaged shall be completely renovated or replaced as necessary to the approval of the Employer at the Contractor's own expense.

Electrical works

The electrical wiring of buildings must be carried out by an electrical contractor registered with the Department of Employment and Labour, and the certificate of compliance shall be issued by a registered person in terms of the Electrical Installation Regulations, 2009, in accordance with:

The requirements of SANS 10142-1
The Particular Specification – PC - Standard Electrical Specification for Building Works
The Occupational Health and Safety Act 85/1993
Regional By-Laws and Special Requirements of the supply Authority
Local Fire Regulations

The electrician must work in collaboration with the contractor to ensure that all ducts, panel boards, plug boxes, and switch boxes are installed in the correct position.

The work must be carried out as indicated on the drawings and to the satisfaction of the Engineer.

MEASUREMENT AND PAYMENT

The price tendered and paid for each individual item shall include full compensation for the supply of all labour, equipment and materials for supervision, plant, tools and any other operation or item necessary for the completion of the work as specified.

GENERAL

This contract covers the supply, installation, testing, commissioning and free maintenance during the guaranteed period of the electrical installation as detailed in this specification and on accompanying drawings.

The contractor shall provide all materials, equipment, labour and services necessary for the complete and efficient operation of the Electrical Installation in accordance with the intent of the specification.

The work shall be carried out in accordance with the Occupational Health and Safety Act 85 (1993) as amended, SANS 10142-1, Municipal By-Laws and Regulations and/or requirements of the Supply Authorities.

INCLUDED IN THIS CONTRACT ARE THE FOLLOWING:

a) The provision of the complete electrical installation for the entire area that comprises this contract.
b) Supply and installation of all cable reticulation including connection to distribution boards.
c) Supply and installation of distribution boards.
d) Supply and installation of sub-circuit cabling and equipment where specified.
e) Supply and installation of telephone conduit/trunking system including draw-wires.
f) Supply and installation of data conduit/trunking system including draw-wires.
g) Supply and installation of powerskirting including covers and coverplates where specified.
h) Attendance to Specialist Sub-contractors.
i) Earthing and Lightning Protection.
j) Supply and install Lighting.
k) Supply and install Power.
l) Supply and install kiosk.
m) Supply and install UPS.
n) Concrete bases and plinths for kiosk.

NOT INCLUDED IN THIS CONTRACT ARE THE FOLLOWING:

a) Provision of electric drive motors which form part of the supply of mechanical equipment.
b) Provision of instrumentation and control equipment pertinent to the air conditioning.
c) Provision of sensors and measuring equipment pertinent to the air conditioning and fire alarm systems.
d) Access doors to electrical rooms and in ceilings and other concealed areas to electrical equipment.
e) Grouting and patching of beams, walls, floors and masonry works as required including repairs to plaster.
f) All required openings through floors, walls, ceilings and partitions for conduits, trunkings, cables etc.
g) Electrical rooms and compartments.
h) Ventilation of substations and equipment rooms.
i) Crawl beams.
j) Supplying and installing motors.
k) Guarding and protecting floor openings during time equipment is being installed.
l) Supplying and installing motor starters, motor control centres, control, actuating, indicating and alarm devices and associated wiring.
m) Supplying and installing electric boilers and domestic hot water heaters.
n) Public and private telephone system cables, wires, connections and instruments.
o) Supply and installation of Audio-visual equipment.
p) Access Control System.
q) Security System.

DETAILED TECHNICAL SPECIFICATION:

GENERAL

All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted herein shall form part of this specification.

Dimensions and design data shown on the drawings are for tendering purposes only. The drawings are not suitable for manufacturing purposes. The responsibility for dimensional accuracy remains with the sub-contractor.

Any work done by the sub-contractor without approved drawings or site instructions shall be at the sub-contractor's own risk and any changes required to conform with the contract documents shall be for the account of the sub-contractor.

STANDARDS

The plant must in all respects conform to the following regulations:

a) Occupational Health and Safety Act, Act 85 of 1993.
b) National building regulations, SANS 10400 (current edition, including Parts S, T and XA)
c) Local municipal by-laws and regulations & regulations of the local electrical supply authority.
d) All applicable SANS specifications, or BS specifications where no SANS specification exists.
e) Local Municipal Regulations and Ordinances.
f) Fire Department Regulations.
g) All special conditions, specifications or codes of practice specified hereinafter.

The materials and equipment covered in this Specification shall be manufactured and tested in accordance with the latest revisions of the Code of Practice for the Wiring of Premises and the relevant South African Standards and shall include some of the following standards of which reference has been made in the test:

SANS - 55

SANS - 625

SANS - 780

SANS - 784

SANS - 1092

SANS - 1180

Where trade names and references to catalogues are found in the specification, the intention is to set a particular standard of equipment. Where other approved equipment is specified, the sub-contractor shall obtain written approval from the Consultant or Project Manager before he / she may deviate from the specified equipment. The sub-contractor must work strictly according to this specification and shall ensure that only the best quality material is used and that the installation is handed over as a complete working system.

COMPLIANCE WITH SPECIFICATION

The Tenderer shall provide the manufacturer with all such relevant information to enable the manufacturer to ensure that the equipment quoted is, in all respects, in accordance with the specifications and drawings.

The Principal Agent may, upon receipt of a direct request by a specialist manufacturer, provide the manufacturer with copies of the relevant portions of the specification and/or drawings but this service is only in the interest of more accurate tendering, clarification of requirements and general savings in time and materials and does not relieve the tenderer, in any way, of the responsibility for the sufficiency of the tender.

As it is impractical to avoid all direct communication between the Principal Agent and specialist manufacturers it is essential that any clarification of requirements given by the Principal Agent that may be construed as a concession and thereby effect a reduction in cost of the equipment should be obtained from the Principal Agent in writing. Failure to do so could lead the Tenderer to unexpected but irrecoverable additional costs due to the strict enforcement of the Specification.

PROVISIONAL SUMS

Provisional sums have been allowed in the tender summary for expenditure at a later date at the discretion of the Principal Agent.

WORKS GUARANTEE

The entire electrical installation shall be guaranteed by the contractor for a period of 12 months from the date of practical completion.

DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT
CONTRACT NO.: CONMP0001 (2025/2026)

CONSTRUCTION OF EARLY CHILDHOOD DEVELOPMENT CENTRE AND COMMUNITY HALL IN PARDEPLAATS VILLAGE SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT IN MPUMALANGA PROVINCE

C3.7 MANAGEMENT

C3.7.1 PLANNING AND PROGRAMMING

1. Planning and Programming

The Contractor is required to commence with execution of the Works within 14 days from the date of handover.
The programme shall include details of anticipated monthly expenditures based on the programme and shall be in the form of a bar chart with a calendar week as the time scale. The programme shall itemise key construction activities and indicate their duration, weekly production rates and their relation to other activities thereby defining a critical path to the Due Completion Date. The monthly expenditures shall be the net value of construction and shall not include contingencies and VAT.
The programme shall make allowance for all gazetted holidays, builder's break and rain. The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress.

2. Payment Certificates

Measurements will be done continuously between the Principal Agent and the Contractor on dates and time agreed on. These parties must arrange dates.
The progress of the following items will be recorded hereunder:
The contractor will provide a concept with quantities to the Client. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.
After the payment certificate has been approved by the Client, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.
Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

C.3.7.2 HEALTH AND SAFETY

INDEX

Item	Description	Page No
ANNEXURES		
Annexure 1	*Appointment letters*	
1.1	Appointment of Assistant Construction Manager	
1.2	Appointment of Construction Site Health and Safety Officer	
1.3	Appointment of Construction Vehicle and Mobile Plant Inspector	
1.4	Appointment of Subcontractor	
1.5	Appointment of Construction Manager	
1.6	Appointment of Excavation Work Supervisor	
1.7	Appointment of Formwork and Support Work Supervisor	
1.8	Appointment of Ladder Inspector	
1.9	Appointment of Risk Assessor	
1.10	Appointment of Scaffolding Supervisor	
1.11	Appointment of Stacking Supervisor	
Annexure 2	*Notification Templates*	
2.1	Notification for Construction Work	
Annexure 3	*Identified Health and Safety Hazard*	

REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

1. SCOPE

1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist health and safety consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
b) Follow-up audits to ensure the implementation of prescribed remedial actions,
c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,

e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

Construction Regulations, 2014,
General Safety Regulations,
General Administrative Regulations, 2003,
Driven Machinery Regulations, 2015,
Electrical Installation Regulations, 2009,
Electrical Machinery Regulations, 2011,
Environmental Regulations for Workplaces, 1987, and
Facilities Regulations, 2004.
Hazardous Chemical Agents Regulations, 2021,
Ergonomics Regulations, 2019, and
Asbestos Abatement Regulations, 2020.

b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.

2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2014 published under Government Notice R84 of 7 February 2014 in terms of section 43 of the Act.
Construction work permit: where the value of the construction work exceeds the CIDB Grade 6 limit, or the work will exceed 365 days and involve more than 30 000 person-days, the Employer will apply for a construction work permit in terms of regulation 3 of the Construction Regulations, 2014 at least 30 days before the work commences, and site handover will follow its issue.

2.3 Definitions

In the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

(a) "Assistant Construction Manager" means a competent person appointed in accordance with regulation 8.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(b) "Batch Plant Supervisor" means a competent person appointed in accordance with regulation 20 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 8.(5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(d) "Construction Manager" means a competent person appointed on a full-time basis in accordance with regulation 8.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 23 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
(g) "Demolition Work Supervisor" means a competent person appointed in accordance with regulation 14 of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Principal Agent.
(h) "Employer's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
(i) "Contractor's Designer" means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Principal Agent and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
(j) "Electrical Temporary Installation Inspector" means a competent person appointed in accordance with regulation 24 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(k) "Employer" means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.
(l) "Principal Agent" means the natural or juristic person or partnership named as the Principal Agent in the Conditions of Contract and appointed by the Employer to act as the Principal Agent in terms of this Contract.
(m) "Principal Agent's Representative" means the person appointed by the Principal Agent in terms of Clause2 of the Conditions of Contract.

(n) "Excavation Work Supervisor" means a competent person appointed in accordance with regulation 13 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(o) "Explosive Powered Tools Issuer" means a competent person appointed in accordance with regulation 21 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(p) "Fall Protection Developer" means a competent person appointed in accordance with regulation 10.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(q) "Fire Extinguisher Inspector" means a competent person appointed in accordance with regulation 29 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(r) "Formwork and Support Work Supervisor" means a competent person appointed in accordance with regulation 12 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.
(s) "Hazard" means any object, action or condition that can potentially harm the health and safety of persons or property.
(t) "Hazard Identification" means the identification and documenting of existing or expected hazards.
(u) "Health and Safety Agent" means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
(v) "Health and Safety Plan" means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
(w) "Health and Safety Specification" means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
(x) "Health and Safety Representative" means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
(y) "Ladder Inspector" means a competent person appointed in accordance with regulation 13A of the General Safety Regulations, in writing by the Contractor, with written notification to the Principal Agent.
(z) "Material Hoist Inspector" means a competent person appointed in accordance with regulation 19 of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Principal Agent.
(aa) "Method Statement" means a document detailing the key activities to mitigate, reduce or control hazards identified.
(bb) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
(cc) "Professional Technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
(dd) "Risk" means the likely occurrence and impact of a hazard.
(ee) "Risk Assessment" means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
(ff) "Risk Assessor" means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.

(gg) "Safety Agent" means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.

(hh) "Scaffolding Supervisor" means a competent person appointed in accordance with regulation 16 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.

(ii) "Stacking Supervisor" means a competent person appointed in accordance with regulation 28 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.

(jj) "Subcontractor" means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Principal Agent to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.

(kk) "Suspended Platforms Supervisor" means a competent person appointed in accordance with regulation 17 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Principal Agent.

2.4 Duties, responsibilities and liabilities

2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:
Employer
Employer's Safety Agent
Contractor
Subcontractor
Employer's Designer
Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the references indicated are to the Construction Regulations, 2014; where only the regulation number is given, refer to that regulation for the specific sub-regulation). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

5.(1)(b) Prepare health and safety specifications for the Works.
5.(1)(f) Provide copies of the specifications to Tenderers or to the appointed Contractor.
5.(1)(r) Provide any information to the Contractor that may affect the health and safety of his employees.
5.(1)(k) Appoint the Contractor in writing for the Works.
5.(1)(n) Take reasonable steps to ensure that the Contractor's Health and Safety Plan is implemented and maintained on the Works (which shall include monthly audits).

5.(1)(q) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.

5.(1)(r) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.

5.(1)(j) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.

5.(1)(g) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.

5.(1)(l) Discuss and negotiate the contents of the Contractor's Health and Safety Plan.

5.(1)(l) Approve the Contractor's Health and Safety Plan for implementation.

5.(1)(m) On request, make available copies of the Contractor's Health and Safety Plan to his employees, his Subcontractors and inspectors.

5.(1)(h) Satisfy himself on the competencies and resources of the Contractor he intends appointing.

5.(5) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

5.(1)(a) Prepare a baseline risk assessment for the Works.

5.(1)(o) Ensure that health and safety audits and document verification are conducted at intervals agreed with the Contractor, but at least once every 30 days.

5.(1)(p) Provide the Contractor with a copy of each audit report within 7 days of the audit.

5.(1)(s) Ensure that the Contractor keeps and maintains a health and safety file.

In terms of the Occupational Health and Safety Agreement in Part C1.4, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2014. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2014 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 5.(5) of the Construction Regulations, 2014, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

Reg 4 Notify the provincial director in writing of the commencement of the construction works.

Reg 4 Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Employment and Labour.

Reg 7 Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
Reg 7 Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
Reg 7 Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
Reg 7 Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
Reg 7 Appoint Subcontractors in writing.
Reg 7 Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
Reg 7 Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
Reg 7 Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
Reg 7 Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
Reg 7 Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.
Reg 7 Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
Reg 7 Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
Reg 7 On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
Reg 7 Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.
Reg 7 Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.
Reg 7 Deliver the health and safety record management system to the Employer upon completion of the Works.
Reg 7 Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
Reg 7 Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
Reg 8 Appoint a construction manager.
Reg 8 Appoint assistant construction managers if required by an inspector.
Reg 8 Appoint individual construction managers for individual construction sites.
Reg 8 The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the

mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.

Reg 8 inputs Provide opportunities to the construction safety officer to provide into the Health and Safety Plan.

Reg 8 Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.

Reg 9 Perform a risk assessment prior to the commencement of any construction work.

Reg 9 On request, make available copies of the his/her risk assessment.

Reg 9 Consult with the health and safety committee on the development, monitoring and review of the risk assessment.

Reg 9 Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.

Reg 9 Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required

Reg 9 Analyse ergonomic related hazards and address the same in the risk assessment.

Reg 9 Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

Reg 9 Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.

Reg 9 his Ensure that every employee is in possession and carries at all times proof of health and safety induction training.

Reg 11 Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.

Reg 11 Ensure that no structure is loaded in an unsafe manner.

Reg 11 Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

In terms of the Occupational Health and Safety Agreement in Part C1.4, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

Reg 7 Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.

Reg 7 Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
Reg 7 Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
Reg 7 Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with the applicable provisions of regulations 7, 8, 9 and 11 of the Construction Regulations, 2014, summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2014, the Designer (as defined in the Construction Regulations, 2014) shall:

Reg 6 Make available to the Employer all relevant information affecting the pricing of the Works.
Reg 6 Inform the Contractor of any hazards relating to the Works.
Reg 6 Make available all information required for the safe execution of the Works.
Reg 6 Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in a report.
Reg 6 Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
Reg 6 Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.
Reg 6 Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
Reg 6 Keep records of the inspections carried out on the construction site.
Reg 6 Stop any contractor from executing works not in accordance with the designs.
Reg 6 Conduct a final inspection of the completed Works prior to its commissioning.
Reg 6 Issue a completion certificate to the Contractor subsequent to a successful final inspection.
Reg 6 Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2014 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2014 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

Construction Health and Safety Officer
Contractor's Employees Fall Protection Developer
Health and Safety Agent
Health and Safety Representative
Risk Assessor

a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
Obey the health and safety rules and procedures laid down by his employer,
Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
Immediately report any incident in which he was involved which has caused an injury to himself or others, and
Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 10 of the Construction Regulations, 2014.

d) Health and Safety Agent

The Health and Safety Agent shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

The Health and Safety Representative shall fulfil the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation 20 of the Construction Regulations, 2014. In addition, he shall fulfil the following duties and responsibilities:

Manage the day to day operation of a batch plant,
Be responsible for the maintenance of the batch plant,
Be able to identify developing defects and hazardous situations,
Act as the Occupational Health and Safety Representative at the batch plant, and
Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Manager

The Construction Manager shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 23 of the Construction Regulations, 2014. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with regulation 14 of the Construction Regulations, 2014. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 24 of the Construction Regulations, 2014, the Electrical Installation Regulations, 2009 and SANS 10142-1. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a matter to ensure compliance with regulation 13 of the Construction Regulations, 2014 and shall in particular ensure that every excavation is inspected:

On a daily basis before each shift,
After every blasting operation,
After an unexpected fall of ground,
After substantial damage to supports, and
After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 21 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 29 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13A of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 19 of the Construction Regulations, 2014. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 16 of the Construction Regulations, 2014 as well as ensure compliance with applicable SABS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 28 of the Construction Regulations, 2014.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

3.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
What control systems the Contractor envisages to implement on site to support his safety program
How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
What training to employees the Contractor envisages and how he would go about to execute it
The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
    a. Alternative Forms of Risk Assessment,
    b. Methodology of Risk Assessment,
    c. Elements of Risk Assessment,
        i. Scope of assessment,
        ii. Risks Identified,
        iii. Risk Analysis,
        iv. Risk Evaluation,
        v. Risk Treatment,
        vi. Monitoring and reviewing,
3. Resources,
    a. Health and Safety Staffing Organogram,
    b. Supervisors, Inspectors and Issuers,
    c. Employees,
    d. Subcontractors inclusive of their scope of work and their core resources,

e. Training,
f. Plant,
g. Vehicles,
h. Equipment

4. Materials,
   a. Temporary Materials
   b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
   a. Administrative systems,
   b. Training,
   c. Reporting,
   d. Monitoring,
   e. Inspections,
7. Auditing,
   a. Internal audits,
   b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

4. RISK ASSESSMENT

4.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

Accounts for risks that are likely to arise during the construction of the Works,
Enables the development and implementation of systems to manage the risks,
Remains valid for a reasonable period of time,
Provides a basis for training of employees, and
Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

Identify the risks that are mostly in need of reduction,
Identify the various options for achieving such reduction,
Identify the risks that require careful ongoing management, and
Identify the nature of the required ongoing attention.

4.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

4.2.1 Baseline or datum risk assessments

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This "baseline" or "datum" risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

4.2.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

Designs are amended,
New machines are introduced,
Plant is periodically cleaned and maintained,
Plant is started-up or shut-down,
Systems of work change or operations alter,
Incidents or near-misses occur, or
Technological developments invalidate prior risk assessments.

4.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

Regular audits,
Maintaining general hazard awareness,
Pre-work risk assessment

4.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
The appointed risk assessor shall lead the risk assessment,

Provide the team with background data, scope of work, potential hazards and underlying causes, and
Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
Institute an ongoing system of identifying aspects of the work that require risk assessment, and
Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

4.4 Elements of a Risk Assessment

4.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

1) Consider scope and nature or risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
2) Systematically identify risks,
3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
6) Monitor and review progress and performance in terms of management system, and
7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above.
These items form the continuing process of the risk assessment as indicated in Figure 1, below.

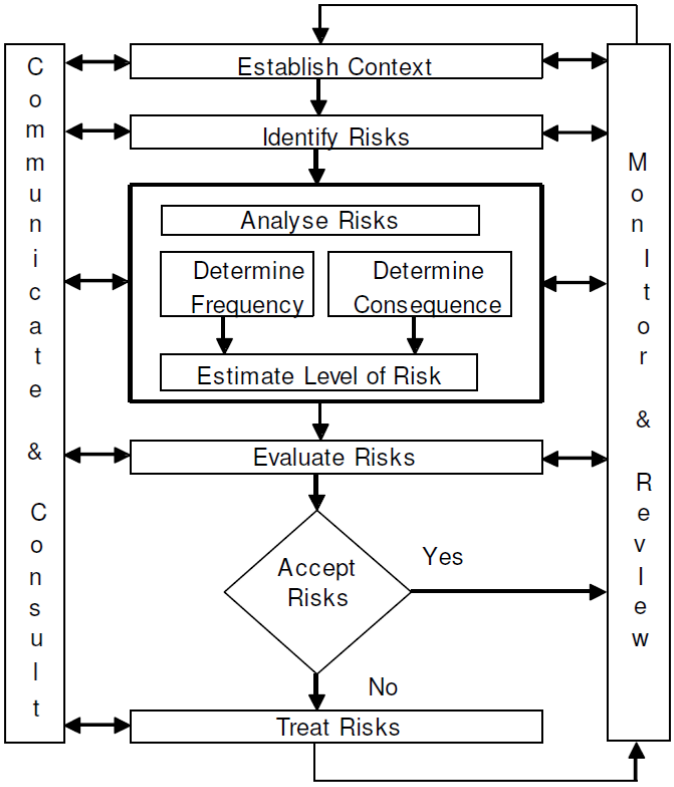


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

i) Systematically address all risks or hazards on the Works,
ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
v) Address what actually happens in the workplace during the work activity
vi) Consider all persons that may be affected,
vii) Highlight those groups and individuals who may particularly be at risk, and

viii) Review the adequacy and effectiveness of existing safety controls and measures

4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Haz					
	1 Medically treatable	1 Compensable	10 Com	1 Permanently disabling	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occ	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albe they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or

If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or

If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

Avoid risks altogether if possible by using different approaches, substances or methods of work,
Combat risks at source rather than by adopting secondary measures,
Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
Take advantage of technological and technical progress,
Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis, Give preference to measures that protect the whole work force,
Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

4.4.6 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Principal Agent. The essential contents of the report should be as follows:

Objectives and expected outcomes, Description of the Works under assessment, Summary of context of study, Composition of risk assessment team, (including qualifications and relevant experience), Approach used to systematically identify risks, Identified risks (ranked in order of priority), Method adopted for assessing frequencies and consequences of risks, Consequences (ranked in order of magnitude), Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk, Basis for defining safety standards to be achieved, Contractor's resources devoted to risk assessment, Actions proposed to reduce unacceptably high risks, Review effectiveness of existing safety measures to control risks, and Implementation programme of selected treatments (including controls to manage unacceptably high risks).

4.4.7 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment

may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether to the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

4.4.8 Communication and Consultation

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Principal Agent and the Contractor's employees and Principal Agents.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

5. RESOURCES

5.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

5.2 Employees

5.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,
The health and safety training to be provided to the Contractor's employees, The programme of the health and safety training,
Systems for the review of the effectiveness of the training provided, and
Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

5.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

5.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

5.2.4 Physical and Psychological Fitness

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of regulation 7 of the Construction Regulations, 2014, the Contractor shall ensure that every employee has a valid medical certificate of fitness specific to the construction work to be performed, in the form of Annexure 3 to the Regulations, including persons working at height or on suspended platforms and operators of cranes, construction vehicles and mobile plant.

5.3 Plant, Vehicles and Equipment

5.3.1 Suspended platform

The Contractor shall with reference to Regulation 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends complying with SABS 1808 and SABS 1903,
What systems he intends using to ensure the safety of all suspended platforms,
What tests will be performed to establish the safety of suspended platforms,
How he intends maintaining suspended platforms being used, and
How he will document the design, testing, maintenance and inspections of the suspended platforms.

5.3.7 Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 23Regulation 25: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that construction vehicles and mobile plant are:
- Of acceptable design and construction,
- Maintained and in good working order,
- Used according to design specifications, and
- Are protected from falling into excavations, water or areas lower than the working surfaces,

How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

5.3.8 Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 2009.

The Contractor shall with reference to Regulation 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

5.3.9 Ladders

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
What precaution will be made to ensure the stability of ladders in use.

6. MATERIALS

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

6.2 Fall Protection Equipment

The Contractor shall with reference to Regulation 10Regulation 12: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Compilation of a fall protection plan,
How the fall protection plan will be implemented and maintained,
How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
Training of staff working at heights and in the use of fall protection equipment, How a continuous assessment of the situation will be executed,
How fall protection equipment will be inspected for safety, and
How corrective actions will be implemented
Emergency plans and procedures for treatment of incidents relating to falls from height.

6.3 Scaffolding

The Contractor shall with reference to Regulation 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and

Safety Plan:

How compliance with SABS 085 will be ensured,
How scaffolding in use will be maintained,
What systems are intended to ensure the safety of scaffolding used, and
What tests will be performed to establish the safety of scaffolding used Training plan for scaffold erectors and inspectors.

6.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How flammable liquids will be stored to minimize the risk of fire or explosions,
How the contractor will identify a flammable store
What safety precautions will be employed if ventilation of the flammable store is not possible.
How access to flammable stores will be controlled,
How empty vessels used for the storage of flammable liquids will be disposed of,
What quantity of flammable liquids will be stored on the construction site,
What systems are intended to ensure the safe storage of flammable liquids, and
What retaining methods will be used to prevent the spreading of any spillage.

6.5 Stacking and storage

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Regulation 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Who will supervise the stacking and storage of materials on site, and
What systems are intended to ensure the safe stacking and storage of materials on the site

6.6 Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel

for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
The type of personnel safety equipment he will provide, How he intends issuing it to his employees, and
How he will maintain the personnel safety equipment issued.

6.7 First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

7. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

7.1 General

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.1.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 2004 (as amended) and SANS 10400.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
What measures will the employer take to house employees on site who lives far form their residences or for the provision of transport

7.1.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:
Thermal requirements, Lighting, Windows, Ventilation, Housekeeping,
Noise and hearing conservation, Precautions against flooding, and
Fire precautions and means of egress.

7.1.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 27Regulation 29: Housekeeping on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

How will contractors ensure the neatness of construction sites
What measures does the Contractor envisage to
- Store and/or stack materials,
- Remove debris from site,
- Prevent unauthorized entrance to the site
- Protect employees or passers-by from falling objects

7.1.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).
The Contractor must discuss the following in detail in his safety plan:

How the Contractor will minimize the risk of fire on the site
How the Contractor will identify potential fire hazards
What prohibitions the Contractor will implement to manage risk areas
How many employees the Contractor will train in fire fighting
What organization the Contractor envisage to combat fires on sites
What precautions and procedures will be followed to evacuate employees in the case of a fire

7.1.5 Water Environments

The Contractor will be required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

What precautions will the Contractor take to identify dangers where employees may fall into water,
What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments.

7.1.6 Structures

The Contractor will be required to adhere to Construction Regulation 11Regulation 13: Structures, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

7.1.7 Watching, barricading and lighting

The Contractor will be required to adhere to regulation 13 of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

Type of barrier or fencing to be used,
Type and spacing of warning lights and warning signs, and
Control systems and personnel he intends employing to ensure that the above items are maintained.

7.1.8 Hazardous Chemical Substances

The Contractor will be required to adhere to the Hazardous Chemical Agents Regulations, 2021 in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

Storage of substance
Handling of substance
Protective clothing and other devices to be used while handling the substance
Medical surveillance.

7.2 Site Clearance

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Contractor shall discuss the following in detail in his safety plan:

Briefly explain how he will safeguard people and property during and after demolition works
Briefly explain how he will protect staff from dangerous situations
Discuss the methods proposed to safeguard the public and property against harm during demolition works

Discuss what type of equipment he envisage to use during demolition work
How will the Contractor ensure the safety of equipment used during demolition work
What steps will the Contractor deem necessary to take where hazardous materials is encountered
Dust control measures
Noise control measures

7.3 Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.3.1 Excavation work

Contractors will be required to adhere to Construction Regulation 11: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the stability of ground prior to excavations,
What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

7.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.4.1 Formwork and support work

The Contractor shall with reference to Regulation 10: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How the design of formwork and support work will be carried out,
How the erection of formwork and support work will be managed,
How the continuous assessment of the safety of formwork will be done,
How the loading of formwork and support work will be managed or limited, and
How he intends keeping records of the above.

7.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

8.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan. The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

8.2 Administrative Systems

.

The Contractor shall comply with Section 9 of the General Administrative Regulations, 2003. The Contractor's administrative system shall without limiting his obligations, cover the following:

Up keep of a safety file on site,
Maintenance of his Health and Safety plan,
Procedures to follow for the appointment of competent persons,
Application for permits,
Procedures to follow for notifications, Injury on duty [IOD] administration,
Recording of minutes of safety meetings, Recording of checklists,
Safe keeping of checklists, and
Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act,1993 and its Regulations is available on the for every 20 employees employed.

8.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 2003 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

8.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

Identifying the training needs of the personnel he intends employing, and
Implementing the training identified
What proof of induction training will be carried by his employees (e.g. laminated type identification card).

8.5 Safety Meetings

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

Accident / safety incidents
Hazardous conditions
Hazardous materials / substances
Job or work projections
Work procedures
Protective clothing / equipment
Housekeeping
General safety topics

8.6 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

The Employer or his Safety Agent,
The Employer's Occupational Safety Officer, or
The designated officer serving in the Department of Employment and Labour and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and asses the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

If the Contractor is not compliant with his Health and Safety Plan Imminent threat to the health and safety of any person on site Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

9. AUDITING

9.1 Internal Audits

The audits contemplated in regulation 5.(1)(o) of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report .

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 5.(1)(o) of the Construction Regulations, 2014.

9.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

i) The audit or follow-up audit are carried out during ordinary working hours, and
ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

10. MEASUREMENT AND PAYMENT

10.1 Measurement and Payment

10.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

10.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with regulation 5.(1)(g) of the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2014.

ANNEXURE 1

APPOINTMENT LETTERS
PRO-FORMA'S

COMPANY LETTER HEAD

Attention: (***Assistant Construction Manager's Name)***

APPOINTMENT OF THE ASSISTANT CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(2)

I, (***contractor's name)*** hereby appoint **(*assistant construction manager's name)*** as the assistant construction manager responsible for **(*site address)*** to carry out the construction work of ***(description of construction work and area of responsibility).***

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Manager in his absence.

You are required to report any deviations of the above-mentioned instruction to **(*construction manager's name)*** and in his absence to the contractor's representative.

This appointment is valid from ***(date)*** to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the Construction Regulations, 2014.

_____ _____ _____

Contractor's Representative full name Signature Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, ***(assistant construction manager)*** understand the implications of the appointment as detailed above and confirm my acceptance.

_____ _____ _____

Assistant construction manager's Signature Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: (***Safety Officer's Name)***

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5)

I, **(*contractor's name)*** hereby appoint **(*safety officer's name)*** as the Construction Health and Safety Officer responsible for **(*site address)*** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from (***date****)* to the completion of the stipulated construction work.

_____ _____ _____

Contractor's Representative full name Signature Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, **(*construction health and safety officer's name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

_____ _____ _____

Construction Health & Safety Officer's full name Signature Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Construction Vehicle and Mobile Plant Inspector)***

APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 23

I, (***contractor's name)***hereby appoint (***construction vehicles and mobile plant inspector's name****)* as the construction vehicles and mobile plant inspector responsible for (***site address****)* to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction Manager and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from (***date****)* to the completion of the stipulated construction work.

Contractor's Representative full name	Signature	Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, **(*construction vehicles and mobile plant inspector's full name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction vehicles and mobile plant inspector's full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Sub-Contractor's Name)***

APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7

I, ***(contractor's name)*** hereby appoint ***(sub-contractor's name)*** as the sub-contractor responsible for ***(site address)*** to carry out the construction work of ***(description of construction work)***.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from (***date)*** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

_____ _____ _____

Contractor's Representative full name Signature Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, (***sub-contractor's name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

_____ _____ _____

Sub-Contractor's Representative full name Signature Da

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Construction Manager's Name)***

APPOINTMENT OF THE CONSTRUCTION MANAGER INTERMS OF CONSTRUCTION REGULATION 8(1)

I, ***(contractor's name)*** hereby appoint ***(construction manager's name)*** as the Construction Manager responsible for ***(site address)*** to carry out the construction work of ***(description of construction work and area of responsibility)***.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried o ut;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Manager while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(*contractor's name)***. This appointment is valid from ***(date)*** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name	Signature	Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, ***(construction manager)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Construction Manager's full name	Signature	Date

COMPANY LETTER HEAD

Attention: ***(Excavation Work Supervisor's Name)***

APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 13

I, ***(contractor's name)*** hereby appoint ***(excavation work supervisor's name)***as the excavation work supervisor responsible for ***(site address)*** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction Manager and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from ***(date)*** to the completion of the stipulated construction work.

_____ _____ _____

Contractor's representative full name Signature Date

……

Kindly confirm your acceptance of this appointment by completing the following:

I, **(*excavation work supervisor's full name)***understand the implications of the appointment as detailed above and confirm my acceptance.

_____ _____ _____

Excavation Work Supervisor full name Signature Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Form work and Support work supervisor's name)***

APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 12

I, ***(contractor name)*** hereby appoint **(*form work and support work supervisor's name)***as the formwork and support work supervisor responsible for ***(site address)*** to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Manager.

You shall further ensure that the requirements of the Construction Regulations are at all times

met. This appointment is valid from **(*date)*** to the completion of the stipulated construction work.

Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, ***(formwork and support work supervisor's full name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Formwork and Support Work Supervisor's full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Ladder Inspector's Name)***

APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF GENERAL SAFETY REGULATION 13A

I, ***(contractor's name)*** hereby appoint (***ladder inspector's name)***as the ladder inspector responsible for **(*site address*)** to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction Manager and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from **(*date)*** to the completion of the stipulated construction work.

Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(*ladder inspector's full name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Ladder inspector's full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Risk Assessor's Name)***

APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)

I, ***(contractor's name)*** hereby appoint ***(risk assessor's name)*** as the construction site risk assessor responsible for ***(site address)*** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(*date)*** to the completion of the stipulated construction work.

Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(*construction site risk assessor's name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction site Risk Assessor's full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Scaffolding Supervisor's Name)***

APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 16

I, ***(contractor's name)*** hereby appoint **(*scaffolding supervisor's name*)** as the scaffolding supervisor responsible for **(*site address)***to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction Manager and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from ***(date)*** to the completion of the stipulated construction work.

Contractor's Representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, ***(scaffolding supervisor's full name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Scaffolding Supervisor's full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPANY LETTER HEAD

Attention: ***(Stacking and Storage Supervisor's Name)***

APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 28

I, ***(contractor's name)*** hereby appoint ***(stacking and storage supervisor's name)*** as the stacking and storage supervisor responsible for ***(site address)*** to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction Manager and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction manager.

This appointment is valid from ***(date)*** to the completion of the stipulated construction work.

Contractor's Representative full name	Supervisor	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, ***(stacking and storage supervisor's full name)*** understand the implications of the appointment as detailed above and confirm my acceptance.

Stacking and Storage Supervisor's Full name	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ANNEXURE 2

NOTIFICATION TEMPLATES

COMPANY LETTER HEAD

Attention: The Provincial Director
The Department of Employment and Labour
[Postal Address*]

NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER] [CONTRACT DESCRIPTION]

In terms of regulation 4(1) of the Construction Regulations, 2014 (Government Notice R84 of 7 February 2014) in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

Includes the demolition of a structure exceeding a height of 3 meters,
Includes the use of explosives to perform the construction work,
Includes the dismantling of fixed plant at a height greater than 3 meters,
Will exceed 30 days or will involve more than 300 person days of construction,
Includes excavation work deeper than 1 meter, or
Includes working at a height greater than 3 meters above ground or a landing.

1. Parties involved on the Contract

1.1 The Principal Contractor is: [Contractor's Name]
[Contractor's postal address]
[Contractor's postal address]
Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]
[Employer's postal address]
Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]
[Safety Agent's postal address]
Att: [Safety Agent's contact person and telephone number]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.4 The Contractor's Construction Manager is: [Contractor's Construction Manager's name and telephone number]

2. Details of the construction works

2.1 The physical address of the works is: [Physical address of works]
[Physical address of works]

2.2 The nature of the construction works is: [Provide a description of the works].

2.3 The expected commencement date of the Works is : [Insert expected commencement date]

2.4 The expected completion date of the works is : [Insert expected completion date]

2.5 The estimated maximum number of persons on the construction site:

2.6 A total of _____ contractors will be accountable to the Principal Contractor on the

construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

3. Other details

3.1 The Principal Contractor's compensation registration number is: _____

3.2 In terms of regulation 4 a copy of this notification will be kept on site for inspection.

We trust the above is in order.

Yours faithfully,

_____ _____

Signature Date

* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 2003.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ANNEXURE 3

IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulations 5(1)(a) and (b) of the Construction Regulations, 2014 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

Potential Hazards

1. Commissioning of new installations
2. Confined space entry
3. Demolition/breaking into existing structures
3. Excavation shoring / brazing
4. Excavations been flooded during rain season
5. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and off loading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Roofing and Cladding operations
15. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
16. Scaffolding
17. Stacking and storage of equipment / materials
18. Tie-ins into existing equipment
19. Usage of compressed air and equipment
20. Work involving radioactive sources
21. Working in operational areas
22. Working on live electrical installations / sub-stations / MCC rooms
23. Working on moving equipment.

PART C4: SITE INFORMATION

C4 - SITE INFORMATION

CONTENTS

Item	Heading	Page
2.	**SITE INFORMATION**	**124**
	C4.1 Locality Plan	125

C4.1 LOCALITY PLAN



Site coordinates: -25.743009° 30.007192°
Site coordinates: 25°44′34.81″ S, 30°00′25.09″ E (decimal: -25.743009, 30.007192).
The site is at Pardeplaats, Emakhazeni Local Municipality, along the N4 from Middelburg towards Belfast, about 14 km from the Carolina off-ramp.

C4.2 Geotechnical Information

The geotechnical investigation for the site (test pits; colluvium over residual medium dense silty sand to an average depth of 2.0 m, as summarised in Part C3, clause A1) may be requested from the Employer's Agent (Tender Data clause C.1.4) during the tender period.

C4.3 Site Plan

Refer to drawing 0100H Site Plan listed in the drawing register in Part C3, clause C3.3.