



CALL FOR BIDS

BID NO: ECDC /INFRA/19/102023

BID SUBJECT: **REFURBISHMENT OF ECDC REGIONAL OFFICES
WITHIN MTHATHA, EASTERN CAPE – CLUSTER
H1**

Consisting Of:

**The Tender (Returnable) - This Document
The Bills of Quantities - This Document
Annexures – This Document**

BIDDER NAME:

CSD No.:

CRS No.:

CLOSING DATE:	01 DECEMBER 2023
CLOSING TIME:	12h00

.....
Head office: EAST LONDON T: (+27) 043 704 5646 • GQEBERHA T: (+27) 041 373 8260 • KOMANI T: (+27) 045 838 1910
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Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson)
N Pietersen • S Siko • M Makamba • P Bono • T Cumming • B Mhlubulwana • A Wakaba (CEO)

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www.ecdc.co.za

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SECTION A: ABBREVIATIONS AND ACRONYMS	
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	Include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goal	<p>2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table in SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <p>(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or</p> <p>(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p>
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family Member	<p>Means</p> <p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>

Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment

Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

Part T1: Tendering procedures

T.1.1 TENDER NOTICE AND INVITATION TO BID

1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of 4 GB or Higher for the Refurbishment of ECDC Properties – Mthatha, in the Eastern Cape.

The site is situated at 7 Sisson Street, Fortgate, Mthatha, Eastern Cape, South Africa.



ECDC Building - GPS co-ordinates of the site are 31°35'27.391"S and 28°45'24.76"E

A Detailed scope of services is described in Scope of Work Section Below.

2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in order to be evaluated T2.1 (**Mandatory List of Tender Returnables**)
- b) **It is estimated that bidders should have a CIDB grading of 4GB or Higher.**
- c) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal 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 the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**
- d) The contractor will ensure that a minimum of 15% of the overall work will be undertaken by SMME entities.

3. Payment of Bid Document

No payment is due to obtain tender documents.

4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at www.ecdc.co.za.

5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms N. Norexe,
E- Mail at tenders@ecdc.co.za and cc nnorexe@ecdc.co.za

6. Estimated Timeline

Activity		Date	Time
1.	Placing of Advert	Daily Dispatch, CIDB, E-Tender Portal, Load on ECDC Website	N/A
2.	Compulsory Briefing Meeting	A compulsory briefing meeting to be held at ECDC Offices, Ocean Terrace Park, Moore Street, Quigney, East London on the 21 November 2023 starting at 11h00.	
3.	Last day of questions	5 days before closing date	16H00
4.	Final date of submission of bids	01 December 2023	12h00
5.	Bid Validity	120 days	

6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at ECDC Offices, Ocean Terrace Park, Moore Street, Quigney, **East London** on the 21 November 2023 starting at 11h00.

For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention N Norexe.

Communication with the Bidders and any clarity on Queries Bid will be posted on the website at www.ecdc.co.za and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.

Bidders must acquaint themselves of the current site conditions, works complexity and associated safety risks.

ECDC will only consider bidders that have attended the briefing meeting.

The briefing meeting will also be held virtually using MS Teams.

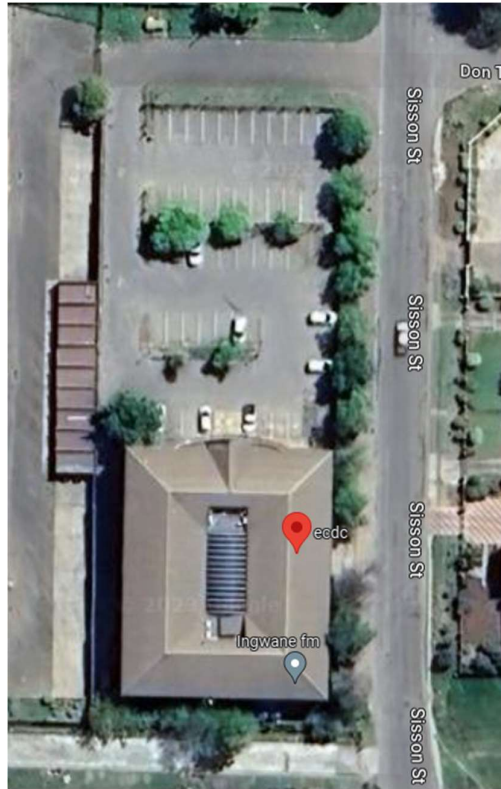
Please use the link below to join.

[Click here to join the meeting](#)

Geographical Site Layout

ECDC Building:

Latitude - 31°35'27.391"S
Longitude - 28°45'24.76"E



Telephonic, emailed, telexed, facsimile, and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
A.1.1	The employer is Eastern Cape Development Cooperation (ECDC)
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 – Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Scope of work</p> <p>C3.2 - Health and Safety Specification</p> <p>Part C4: Site information/Drawings</p> <p>C4 - Site information/Drawings</p> <p>Part C5: Annex C – Local content declaration</p> <p>C5 - ANNEX C – Local content declaration – summary schedule</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p>Name: Ms. N. Norexe, Address: ECDC Head Office at ECDC House Ocean Terrace Park Moore Street Quigney, East London</p> <p>Tel: 043 704 5600 E-mail: tenderes@ecdc.co.za cc nnorexe@ecdc.co.za</p>
A.2.1	<p>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 CIDB Regulations are eligible to have their tenders evaluated</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB (General Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 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 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a or*. class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:**
A.2.2	<p>Not Applicable for this Bid</p> <p>The employer will compensate the tender as follows</p>

A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	<p>No alternative tender offers will be considered</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13.3	<p>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified</p> <p>ECDC will not be responsible if your bid is not submitted on time</p> <p>All bid documents are to be completed in permanent ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

A.2.13.5 A.2.15.1	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p>Bid Reference Number: ECDC/INFRA/19/102023</p> <p>Project Name: REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA - CLUSTER H1</p> <p>Delivered at Physical Address: ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time.</p> <p>The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid</p> <p>A two-envelope procedure is required.</p>
A.2.13.9	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.</p>
A.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
A.2.16	<p>The tender offer validity period is 120 days.</p>
A.2.18	<p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <p>The site is available for viewing the location of the works.</p>
A.2.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document</p>
A.2.22	<p>Not Applicable for this Bid</p> <p>Return all retained tender documents within 28 days after the expiry of the validity period</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) Tax Compliance Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified</p>						
A.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.						
A.3.4	<p>Opening of the Bids</p> <p>Tenders will be opened immediately after the closing time for tenders at 12h00 hrs</p> <p>There will be NO PUBLIC OPENING of the Bids received; however, the list of bids received may be published on the ECDC website and will be sent to the Bidders that have submitted bids via email.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.</p>						
A.3.11.1	The financial offer will be reduced to a comparative basis.						
A.3.11.2	<p>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>						
<p>A.3.11.3 Evaluation Criteria</p> <p>This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time. The procedure for evaluation of tenders is as follows:</p> <table border="1"> <tr> <td>Stage 1</td><td> <p>Mandatory Tender Returnables Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</p> <p>Local Content Stage 1 also involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.</p> <p>Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)</p> </td></tr> <tr> <td>Stage 2</td><td> <p>Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).</p> </td></tr> <tr> <td>Stage 3</td><td> <p>Preferential Procurement Points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p> </td></tr> </table>		Stage 1	<p>Mandatory Tender Returnables Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</p> <p>Local Content Stage 1 also involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.</p> <p>Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)</p>	Stage 2	<p>Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).</p>	Stage 3	<p>Preferential Procurement Points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p>
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Stage 2	<p>Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).</p>						
Stage 3	<p>Preferential Procurement Points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p>						

A.3.11.3	<p>The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)</p> <table border="1" data-bbox="462 184 1219 436"> <thead> <tr> <th>Functionality Criteria</th><th>Maximum number of points</th></tr> </thead> <tbody> <tr> <td>Completed Similar Projects</td><td>30</td></tr> <tr> <td>Experience and Qualifications of the Key Personnel</td><td>30</td></tr> <tr> <td>Bank rating / Letter of intent from financial institution</td><td>10</td></tr> <tr> <td>Maximum possible score for functionality (M_s)</td><td>70</td></tr> </tbody> </table> <p>Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below</p> <p>The minimum percentage to be achieved for functionality is 60%</p>	Functionality Criteria	Maximum number of points	Completed Similar Projects	30	Experience and Qualifications of the Key Personnel	30	Bank rating / Letter of intent from financial institution	10	Maximum possible score for functionality (M_s)	70
Functionality Criteria	Maximum number of points										
Completed Similar Projects	30										
Experience and Qualifications of the Key Personnel	30										
Bank rating / Letter of intent from financial institution	10										
Maximum possible score for functionality (M_s)	70										
A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer 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. h) the tenderer has the legal capacity to enter into the contract; i) the tenderer 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; j) the tenderer complies with the legal requirements, if any, stated in the tender data; and 										
A.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>										

Part T2 : Returnable documents

T2.1 - List of returnable documents

T2.2 - Returnable schedules

T2.1 - List of returnable documents

1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Stage 1	<p>Mandatory Tender Returnables Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</p> <p>Local Content Stage 1 also involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.</p> <p>Service provider to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)</p>
Stage 2	<p>Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).</p>
Stage 3	<p>Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p>

1.1. MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA") b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee <p>ECDC reserves the right to verify such information from their AO/AA</p>	Yes	Yes

	<u>JV's and Consortium</u> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.		
2.	Tax Compliance Requirements: <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number. 	No	Yes
3.	CIDB Requirements: 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 GB (General Building) class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the GB (General Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 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 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. ECDC will verify whether the Bidders have an active and valid CIDB registration as required above	Yes (Evaluation Stage)	Yes 4 GB or higher
4.	Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
5.	Annexure G – C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes

6.	Annexure C - (SBD 4): Declaration of interest (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure D - Statement of Consent to Data Processing (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
8.	ANNEXURE F (Which includes annex C) - Declaration of Local Content (SBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
9.	Annex C – Local Content Declaration (Summary Schedule) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
10.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
11.	<p>Annexure E – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p> <p>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>It must be noted that the scoring of joint ventures/consortia on a proportional basis applies to bids for both the acquisition of goods and services and income generating contracts.</p>	No	Yes

12.	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes
13.	Priced Bills of Quantities completed in black ink.	Yes	Yes
<p align="center">The following will be applicable to Joint Ventures/Consortium</p> <p align="center">ALLOCATION OF PREFERENCE POINTS CLAIMED BY BIDDERS IN JOINT VENTURE/CONSORTIA AGREEMENTS WILL BE ALLOCATED IN LINE WITH CIRCULAR NO.02 OF 2023/24</p>			
Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.		Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.		Yes	Yes
<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p>The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).</p>		Yes	Yes
<p>Annexure E – (SBD 6.1.): Preferential Points Claim (Signed and Completed). Note Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality. 51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocates accordingly.</p> <p>Failure to submit the completed SBD 6.1 form for each JV /Consortium member may result in awarding of 0 (zero) preference points</p>		No	Yes
<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) preference points under Eastern Cape Locality.</p>		No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 120 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. An Approved Construction Methodology to proceed to work in phases.
6. No correction fluid to be used and all errors to be initialled.

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

Ms N. Norexe

tenders@ecdc.co.za or nnorexe@ecdc.co.za

1.2. Stage 1 - Local Production and Content for Designated Sectors and Local Content Declaration

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions 1.1. Preferential Procurement Regulations make provision for the promotion of local production and content.

1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a three stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content, second stage of minimum points scored for functionality and third stage being price and specific goals.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand 27

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid: Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in table 1 below.

Bidder that fails to meet the minimum stipulated threshold for local production and content will be unacceptable and will not proceed to stage 2.

- 3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **60%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).

Bidder to note the following for Functionality Evaluation:

- a) Adequate proof supporting the points claimed must be provided. (e.g. documents, agreements, qualifications, previous experience, certifications, etc.)
- b) Failure to submit relevant information with supporting document and adequate proof may result in ECDC not being able to allocate points for the Evaluation Criteria outlined below.

Table 1: Functionality Evaluation Criteria – Stage 2

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	Allocated Points
Reference letter for building/refurbishments/maintenance projects completed as stipulated below: (Bidder to submit a reference letter for each project completed.)	
5 or more reference letters	30
4 reference letters	20
3 reference letters	15
2 reference letters	10
Less than 2 reference letters	0
Failure to submit reference letters of similar, completed projects shall result in the tenderer scoring “0” for this portion of the functionality.	
<u>Document to be submitted for points allocation</u>	
The Bidder must demonstrate that they have the relevant experience in general building works submitting completed T.2.2.2 (a) reference forms or reference letters of completed general building works (Read with Schedule T.2.2.2(a) requirements)	
Reference letter/ Completion Certificate should indicate the following.	
<ul style="list-style-type: none"> • Signature of the client • Client's Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed 	
EXPERTISE (CV's and qualifications of Key Personnel to be included in Returnables)	
Construction Manager (Minimum of National Diploma in The Built Environment Qualifications to be supplied with CV)	
10 years or more experience on general building contracts	15
Between 5- and 10-years' experience on general building contracts	10
Between 3- and 5-years' experience on general building contracts	5
Less than 3 years' experience on general building contracts	0

Construction Supervisor (Minimum of National Certificate in The Built Environment Qualifications to be supplied with CV)	
10 years or more experience on general building contracts	10
Between 5- and 10-years' experience on general building contracts	5
Between 3- and 5-years' experience on general building contracts	3
Less than 3 years' experience on general building contracts	0
Health and Safety Officer (Professionally registered CHSO with the SACPCMP)	
10 years or more experience as a Health and Safety Officer in the construction industry	5
5 years but less than 10 years' experience as a Health and Safety Officer in the construction industry	3
3 years but less than 5 years as a Health and Safety Officer in the construction industry	2
Less than 3 years' experience as a Health and Safety Officer in the construction industry (Not professionally registered)	0
BANK RATING / LETTER OF INTENT FROM FINANCIAL INSTITUTION	
Submission of a letter of intent from a financial institution or Bank Rating of Code B or Code A	10
Submission of a Bank Rating of Code C or Code D	5
No letter or Bank Rating submitted from a financial institution.	0
TOTAL MAXIMUM ACHIEVEABLE POINTS	70
MINIMUM POINTS REQUIRED	42

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 3).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$P_s = \frac{S_o}{M_s} \times 100 \text{ Where:}$$

P_s = percentage scored for functionality by bid under consideration

S_o = Total score for bid under consideration

M_s = Maximum possible score

The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific goal	20
TOTAL POINTS	100

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for ECDC specific goal to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for ECDC specific goal
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.

h) Price

- (i) The lowest acceptable bid will score 80 points for price.
- (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> P_s = Points scored for comparative price of bid / offer under consideration P_t = Comparative price of bid / offer under consideration P_{\min} = Comparative price of lowest acceptable bid / offer </p>

Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

A.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 A.2 and A.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

A.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.

A.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.

A.1.2 Tender Documents

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

A.1.3 Interpretation

A.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.

A.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.

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) in compatibility 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 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.

A.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.

A.1.5 Cancellation and Re-Invitation of Tenders

A.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.

A.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

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

A.1.6 Procurement procedures

A.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to A.3.13, be concluded with the tenderer who in terms of A.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.

A.1.6.2 Competitive negotiation procedure

A.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 A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.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 A.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.

A.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.

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

A.2 Tenderer's obligations

A.2.1 Eligibility

A.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.

A.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.

A.2.2 Cost of tendering

A.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.

A.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.

A.2.3 Check documents

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

A.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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.2.10 Pricing the tender offer

A.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.

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

A.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.

A.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.

A.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.

A.2.12 Alternative tender offers

A.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.

A.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.

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

A.2.13 Submitting a tender offer

A.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.

A.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.

A.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.

A.2.13.4 Sign (Signature by authorized personnel) 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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.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.

A.2.15 Closing time

A.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.

A.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.

A.2.16 Tender offer validity

A.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.

A.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.

A.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).

A.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".

A.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.

A.2.18 Provide other material

A.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.

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

A.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.

A.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.

A.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.

A.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.

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.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.

A.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.

A.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.

A.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.

A.3.4 Opening of tender submissions N/A

A.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.

A.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 ECDC specific goal and time for completion for the main tender offer only.

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

A.3.5 Two-envelope system (N/A)

A.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.

A.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.

A.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.

A.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.

A.3.8 Test for responsiveness

A.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.

A.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.

A.3.9 Arithmetical errors, omissions and discrepancies

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

A.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 A.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.

A.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.

A.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.

A.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.

A.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.
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.

A.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.

A.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.

A.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.

A.3.14 Prepare contract documents

A.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 other revisions agreed between the employer and the successful tenderer.

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

A.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.

A.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.

A.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.

A.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.

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF ECDC

Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.10 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.11 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

1.12 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the JBCC PBA (6.2 edition).

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.13 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.15 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Ms N. Norexe
Telephone number	043 704 5600
E-mail address	tenders@ecdc.co.za or nnorexe@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS Ethics & Fraud Hotline

HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behost.co.za
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	www.behonest.co.za
Chat	www.behonest.co.za

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC

in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

T2.2. - Returnable schedules

T2.2.1 – Declarations:

T2.2.2 – Functionality Evaluation Schedules

ANNEXURE A: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

Important Note: 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.

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person (of the JV if a the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if a the Bidder is a JV)	
Bidder Telephone Number (of the JV if a the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if a the Bidder is a JV)	
Email Address of Bidder(of the JV if a the Bidder is a JV)	
VAT Registration Number (Same as CSD)	

Central Supplier Database Number		MAAA	
CIDB Registration Number			
Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA		<input type="checkbox"/> Yes <input type="checkbox"/> 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 (SARS) and if not register			
<u>VERY IMPORTANT</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should <ol style="list-style-type: none"> submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “The PFMA”) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee ECDC reserves the right to verify such information from their AO/AA			

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....
(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure B: Location		
1	Where is the Bidder's main office?	
	Other offices:	

Annexure C: BIDDER'S DISCLOSURE (SBD4)**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

SIGNATURE OF BIDDER OF DELEGATED AUTHORITY		DATE	
-----------------------------------------------------------	--	-------------	--

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

ANNEXURE D: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),
Identity number _____ (**“the applicant”**)
do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document**.
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit)**.
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
-------------------------------------------------	--	-------------	--

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape Based Supplier	05
51 % and above woman owned enterprises.	03
51 % and above youth owned enterprises	02
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

2.4.1. POINTS AWARDED FOR PRICE

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

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

Where

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

3. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS		
51% and above black owned enterprises	10	
Eastern Cape Based Supplier	05	
51 % and above woman owned enterprises.	03	
51 % and above youth owned enterprises	02	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

ANNEXURE F: SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector
Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates (Annex C (Local Content Declaration: Summary Schedule) , D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) .

1. General Conditions

- 1.1** ECDC SCM policy, Preferential Procurement Regulations, make provision for the promotion of local production and content.
- 1.2** In the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced/manufactured goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3** Where necessary, for bids referred to in paragraphs 1.2 , a three stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content, second stage of minimum points scored for functionality and third stage being price and specific goals.
- 1.4** A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5** The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost

- 1.6** A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration : Summary Schedule) are not submitted as part of the bid documentation;.

2. Definitions

- 2.1** “bid” includes advertised competitive bids, written price quotations or proposals;
- 2.2** “bid price” price offered by the bidder, excluding value added tax (VAT);

- 2.3 “contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,
- 2.5** where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.6 “duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.7 “imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and
- 2.8** which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.9 “local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.10 “stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.11 “sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract in the execution part of a project in terms of the contract.

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011 for this bid is/are as follows

Table 1

Designated Sector /Sub-sector/ Industries	Minimum threshold for local content
Electrical and Telecom Cables	90%
Steel Products and Components for Construction	100%
Plastic Pipes & Fittings	100%
For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website http://www.thedt.gov.za/industrial_development/ip.jsp	

3. Does any portion of the services, works or goods offered have any imported content?
(Tick Applicable Box)

YES		NO	
-----	--	----	--

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a Bid, challenges are experienced in the meeting the stipulated minimum threshold for local content, the DTI must be informed accordingly in order for the DTI to verify and consultation with the AO/AA provide directive in this regard.

**LOCAL CONTENT DECLARATION BY THE CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No. ECDC/INFRA/19/102023.....

ISSUED BY: (Procurement Authority / Name of Institution):

NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.

Declaration D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my
capacity as
of(name of bidder entity), the following:

The facts contained herein are within my own personal knowledge.

I have satisfied myself that

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011 and

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS

1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
 - Local Content Declaration – Summary Schedule
- **Declaration D SATS 1286.2011**
 - Imported Content Declaration – Supporting Schedule to declaration C
- **Declaration E SATS 1286.2011**
 - Local Content Declaration _- Supporting Schedule to declaration C
- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

Templates of Declarations C, D and E follow:

ANNEX C

Local Content Declaration – Summary Schedule

Annex C: Local Content Declaration – Summary Schedule to be completed is found attached under section **C5** of the tender document.

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

A. Exempted imported content

(D19) Total exempt imported value

B. Imported directly by the Tenderer

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

(D45) Total imported value by 3rd party

D. Other foreign currency payments

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

Annex E

Methodology and Construction Program

SATS 1286.2011

Submission of both methodology and construction program
(to get points here, bidder must submit both required documents)

Local Content Declaration - Supporting Schedule to Annex C

[illegible]

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1 Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration –

Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Anybody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc.).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

T2.2 .2- Functionality Evaluation Schedules

T2.2.2a: SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.

OR

Submit a reference letter that indicates the following

Signature of the Client

On Clients Letter Head or Client Stamp

Company Name, contact person, contact details (telephone number and email etc)

Value of the Project

Scope of works carried out

Works have been completed on time/within stipulated contract period

Good or better workmanship

Reference No 1



Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____

Place company stamp below:

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 2



Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ Place company stamp below:

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 3



Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 4



Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 5



Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Sir/Madam,

We are in the process of evaluating _____ for the above project.
Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD (Start and End Date)	VALUE OF WORK

k) KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

l) TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

m) FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

n) COMMENTS:

Project Manager/Principal Agent: _____ Place company stamp here:

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

T2.2.2 b – Bank Rating Letter / Letter of Intent From Financial Institution

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Bidder to attach their bank rating letter / letter of intent from their financial.

Attach documents here

**T2.2.2 c – Key Personnel Qualifications
(Construction Manager)**

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Attach documents here

T2.2.2 d – Key Personnel Qualifications
(Construction Supervisor)

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Attach documents here

T2.2.2 e – Key Personnel Qualifications
(OHS Safety Officer – Professionally Registered)

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Attach documents here

T2.2.2 f – Construction Method Statement

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Work Organization Program and Scheduling

Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:

- **Summary tasks**
- **Indicating a Critical Path**
- **Time-lines within the project period**

Work organization program and scheduling to be attached here

T2.2.2 g – Scope of Works and Detailed Specifications

Project title:	REFURBISHMENT OF ECDC REGIONAL OFFICE WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1
Bid No:	ECDC/INFRA/19/102023

Tenderer herewith confirms by signing below that he has read and understand the full scope of works and associated detailed specifications of this contract.

The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.

Company Name:

.....

Tenderer

Name:.....Signature.....Date.....

Company Authorised/

Accountable Person Name:.....Signature.....Date.....

Company Stamp:

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of offer and acceptance

C1.2 - Contract data

C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure G:

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

OFFER

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

PROJECT: REFURBISHMENT OF ECDC REGIONAL OFFICES WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1

Bid No: ECDC/INFRA/19/102023

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

By the representative of the Tenderer, deemed to be duly 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:

R (in figures)

.....

.....

.....

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.	
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date
The tenderer elects as its <i>domicillium citandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address) Other contact details of the tenderer are: Telephone no Cellular phone no Fax no Postal address Banker Branch		

ACCEPTANCE

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

The terms of the contract are contained in the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
 - Pricing data
 - Scope of work.
 - Site information and drawings
- and documents or parts thereof, which may be incorporated by reference into the volumes above.

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

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signed for the ECDC:

Name of representative	Capacity	Date
.....		
.....		
.....		
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

Schedule of deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 tender document 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 tender document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	

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

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.

Signed for the ECDC

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

C1.2 - Contract data

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The JBCC Principal Building Agreement Edition 6.2, May 2018 is applicable to this Contract and is incorporated herein by reference a copy of these.

Copies of these Conditions of Contract may be obtained from the offices of ECDC, Ocean Terrace, Quigney, East London Tel. No. +27 43 704 5600

The JBCC Contract 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. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and **JBCC Principal Building Agreement Edition 6.2, May 2018** shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA			
Clause	Data		
27.1	The Latent Defects Liability Period is: Ten (10) years commencing at the start of the construction period and ending 10 years from the date of final completion.		
24.0	The time for achieving Practical Completion for this project is: Six (6) calendar months from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work Permit. (Contractor to communicate this with the Client)		
1.0	The name of the Employer is: Eastern Cape Development Corporation		
1.0	The name of the Employer's Agent is: MMPA Quantity Surveyors & Project Managers (Pty) Ltd.		
1.0	The address of the Employer for receipt of communications is: <table><tr><td><u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600</td><td><u>Postal address:</u> P.O Box 11197 Southernwood 5213</td></tr></table>	<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600	<u>Postal address:</u> P.O Box 11197 Southernwood 5213
<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201 Tel : +27 43 704 5600	<u>Postal address:</u> P.O Box 11197 Southernwood 5213		
CONTRACT SPECIFIC DATA: ADDITIONAL CLAUSES			
	The following additional clause applies:- In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of preference shall be as follows:		

	<ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardized/Particular Specifications 6. Contract Drawings (No drawings available) 7. Schedule of Quantities
	<p>The following additional clause applies:-</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>- The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>
	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract:</p> <ul style="list-style-type: none"> • Nomination of Employer's Agent's Representative • Employer's Agent's authority to delegate • Non-working times • Suspension of the Works • Acceleration instead of extension of time
	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>

	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan • Methodology on how to proceed with work while buildings have tenants • Initial programme • Security • Insurance • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
	<p>The non-working days are: Saturdays and Sundays. The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2023 and ending on 8 January 2024 both days included.</p>
	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.</p>

	The penalty for failing to complete the Works is: 5.75c / R100 of contract value (excl. VAT) per calendar day
	The security to be provided by the Contractor shall be performance guarantee and shall be one of the alternatives scheduled in Part 2: Data Provided by the Contractor. The performance guarantee shall contain the wording of the document included in PART 3 (Proforma Forms).
	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
	<p>The following additional clause shall apply:</p> <p>Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials</p>
	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
	The following additional clause shall apply: The Works are measured in accordance with the current Standard System of Measuring Building Works South Africa, No claims arising from the method of measurement will be entertained.
	<p>Contract Price Adjustment: Is applicable</p> <p>The value of all certificates issued shall be adjusted in accordance with the Contract Price Adjustment Provisions.</p> <p>The province wherein the larger part of the Site is located is the Eastern Cape.</p> <p>The base month is the month of tender closing.</p>

The additional Conditions of Contract are:

	Public Liability: R 10 million per incident.
	<p>Add new sub clause</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</p>

The additional Conditions of Contract are:

- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of work

- 2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal hours of work

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
 - (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special conditions for security guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily rest period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

The additional Conditions of Contract are:

	<p>7 Weekly rest period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p>8 Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily task rate, if the worker works for less than four hours; (b) Double the worker's daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. <p>9 Sick leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.⁸ <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity leave</p> <p>10.1 A worker may take up to four consecutive month's unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p>
	<p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p>

The additional Conditions of Contract are:

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
 - (i) the employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment:

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) The training that the worker will receive during the SPWP.

12.2 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping records

13.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

The additional Conditions of Contract are:

14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) In a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing:
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) The actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) Pay the employer or any other person for having been employed.

16 Health and safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

The additional Conditions of Contract are:

	<p>16.2 A worker must –</p> <ul style="list-style-type: none">(a) work in a way that does not endanger his/her health and safety or that of any other person;(b) obey any health and safety instruction;(c) obey all health and safety rules of the SPWP;(d) use any personal protective equipment or clothing issued by the employer;
	<p>17 Compensation for injuries and diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>19 Certificate of service</p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none">(a) the worker's full name;(b) the name and address of the employer;(c) the SPWP on which the worker worked;(d) the work performed by the worker;(e) any training received by the worker as part of the SPWP;(f) the period for which the worker worked on the SPWP;(g) Any other information agreed on by the employer and worker."

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the JBCC Principal Building Agreement (Edition 6.2 May 2018), prepared by the Joint Building Contracts Committee in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from the Principal Agent

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data												
	<p>The name of the Contractor is:</p> <p>.....</p>												
	<p>The address of the Contractor for receiving notices is:</p> <p><u>Physical Address:</u> <u>Postal Address:</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>												
	<table border="1"><thead><tr><th>Type of Security</th><th>Contractor's Choice Indicate "Yes" or "No"</th></tr></thead><tbody><tr><td>The security to be provided by the Contractor shall be one of the following:</td><td></td></tr><tr><td>1. Variable construction guarantee</td><td></td></tr><tr><td>2. Fixed construction guarantee</td><td></td></tr><tr><td>3. Advanced payment guarantee</td><td></td></tr><tr><td>4. 10% Security Adjustment (Retention)</td><td></td></tr></tbody></table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		1. Variable construction guarantee		2. Fixed construction guarantee		3. Advanced payment guarantee		4. 10% Security Adjustment (Retention)	
Type of Security	Contractor's Choice Indicate "Yes" or "No"												
The security to be provided by the Contractor shall be one of the following:													
1. Variable construction guarantee													
2. Fixed construction guarantee													
3. Advanced payment guarantee													
4. 10% Security Adjustment (Retention)													

C1.3 – Form of Guarantee

Part C2: Pricing data

C2.1 - Pricing instructions

C2.1: Pricing Instructions

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and off-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and off-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.
- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting, and initialling next to the amendment.
- C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials.**

DAYWORK SCHEDULE

This Day work Schedule shall be used at the discretion of the Principal Agent for the valuation of extra work, which cannot conveniently be valued at the rates submitted in the Schedule of Quantities.

The rates entered for labour and materials shall not be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay, use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances, provision being made for the insertion of percentage, to cover all these items which are henceforth termed "on-costs". The rate used in the deduction of the value of the day work being thus the basic rate plus the percentage "on-costs".

In the case of plant no "on-cost" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include operator's costs, consumable stores, maintenance, etc.

The Tenderer must fill in each item listed below, or his tender may be rejected as being incomplete.

A LABOUR

1. Labourers per hour plus% "On-Cost"
2. **Gangers** **per hour plus**% **"On-Cost"**
3. Tradesmen per hour plus% "On-Cost"

B EQUIPMENT (where not listed in scheduled items)

Description of Work	Rate per hour
.....
.....
.....

Rate for standing time: % of working rate

C MATERIAL

The Tenderer shall state here the percentage "On-Cost" he will add to the basic price of materials:%

TENDERER'S NAME:COMPANY STAMP:

SIGNATURE:

DATE:

C2.2 - Bill of Quantities

(See Attached)

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<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 1</u>			
<u>PRELIMINARIES</u>			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
The JBCC Principal Building Agreement contract data form an integral part of this agreement			
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities , amended as hereinafter described			
The contractor is deemed to have referred to the 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 Trade Summary		R	
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PREAMBLES FOR TRADES

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

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

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

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

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)

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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

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**

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<p>2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons</p> <p>3. The contractor shall not alter its composition or legal status without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>				
<p>1 Clause 2.0 - Law, regulations and notices</p> <p>F:..... V:..... T:.....</p>	Item			
<p>2 Clause 3.0 - Offer and acceptance</p> <p>F:..... V:..... T:.....</p>	Item			
<p>3 Clause 4.0 - Cession and assignment</p> <p>F:..... V:..... T:.....</p>	Item			
<p>4 Clause 5.0 - Documents</p> <p>F:..... V:..... T:.....</p>	Item			
<p>5 Clause 6.0 - Employer's agents</p> <p>F:..... V:..... T:.....</p>	Item			
<p>6 Clause 7.0 - Design responsibility</p> <p>F:..... V:..... T:.....</p>	Item			
<p style="text-align: right;">Carried To Trade Summary</p>			R	
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<u>Insurances and securities (A8-A11)</u>				
1	<p>Clause 8.0 - Works risk</p> <p>F:..... V:..... T:.....</p>	Item		
2	<p>Clause 9.0 - Indemnities</p> <p>F:..... V:..... T:.....</p>	Item		
3	<p>Clause 10.0 - Insurances</p> <p>F:..... V:..... T:.....</p>	Item		
4	<p>Clause 11.0 - Securities</p> <p>Extension of waiver of lien</p> <p>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]</p> <p>F:..... V:..... T:.....</p>	Item		
<u>Execution (A12 - A17)</u>				
5	<p>Clause 12.0 - Obligations of the parties</p> <p>Office accommodation</p> <p>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]</p>			
Carried To Trade Summary			R	
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<p>Notice board</p> <p>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]</p> <p>Statutory and other notices</p> <p>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</p> <p>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</p> <p>F:..... V:..... T:.....</p> <p>1 Clause 13.0 - Setting out</p> <p>F:..... V:..... T:.....</p> <p>2 Clause 14.0 - Nominated subcontractors</p> <p>F:..... V:..... T:.....</p> <p>3 Clause 15.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p> <p style="text-align: right;">Carried To Trade Summary</p> <p>Bill No. 1 Preliminaries MMPA QS & PM 23-004</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>	<p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p>
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1	<p>Clause 16.0 - Direct contractors</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 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] <p>F:..... V:..... T:.....</p>			
2	<p>Clause 17.0 - Contract instructions</p> <p>Site instructions</p> <p>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.</p> <p>F:..... V:..... T:.....</p> <p><u>Completion (A18 - A24)</u></p>	Item		
3	<p>Clause 18.0 - Interim completion</p>	N/A		
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1	<p>Clause 19.0 - Practical completion</p> <p>F:..... V:..... T:.....</p>	Item		
2	<p>Clause 20.0 - Completion in sections</p> <p>F:..... V:..... T:.....</p>	Item		
3	<p>Clause 21.0 - Defects liability period and final completion</p> <p>F:..... V:..... T:.....</p>	Item		
4	<p>Clause 22.0 - Latent defects liability period</p> <p>F:..... V:..... T:.....</p>	Item		
5	<p>Clause 23.0 - Revision of the date for practical completion</p> <p>Substitution of materials and goods</p> <p>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]</p> <p>F:..... V:..... T:.....</p>	Item		
6	<p>Clause 24.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p> <p><u>Payment (A25 - A27)</u></p>	Item		
7	<p>Clause 25.0 - Payment</p>			
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<p>Prices submitted</p> <p>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</p> <p>F:..... V:..... T:.....</p> <p>1 Clause 26.0 - Adjustment of the contract value and final account</p> <p>Cost of claims</p> <p>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</p> <p>Claims from subcontractors</p> <p>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]</p> <p>F:..... V:..... T:.....</p> <p>2 Clause 27.0 - Recovery of expense and/or loss</p> <p>F:..... V:..... T:.....</p> <p><u>Suspension and termination (A28 - A29)</u></p> <p>3 Clause 28.0 - Suspension by the contractor</p> <p style="text-align: right;">Carried To Trade Summary</p> <p>Bill No. 1 Preliminaries MMPA QS & PM 23-004</p>	<p>Item</p> <p>Item</p> <p>Item</p>	<p></p> <p></p> <p></p>	<p></p> <p></p> <p></p>
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	<p>F:..... V:..... T:.....</p>	Item	
1	<p>Clause 29.0 - Termination</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute resolution (A30)</u></p> <p>Clause 30.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p>	Item	
3	<p><u>Agreement</u></p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item	
4	<p><u>Contract data</u></p> <p>Tenderer's selections</p> <p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p> <p>F:..... V:..... T:.....</p> <p><u>SECTION B: GENERAL PRELIMINARIES</u></p> <p><i>Amendments, modifications, corrections or supplements to the General Preliminaries in Section B are recorded in the contract data</i></p>	Item	
	Carried To Trade Summary		R
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<u>Definitions and interpretation (B1)</u>				
1	Clause 1.1 - Definitions F:..... V:..... T:.....	Item		
2	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item		
<u>Documents (B2)</u>				
3	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
4	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item		
5	Clause 2.3 - Availability of construction information F:..... V:..... T:.....	Item		
6	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item		
<u>Previous work and adjoining properties (B3)</u>				
7	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
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1	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
2	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item		
	<u>The site (B4)</u>			
3	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item		
4	Clause 4.2 - Enclosure of the works F:..... V:..... T:.....	Item		
5	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item		
6	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item		
7	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item		
8	Clause 4.6 - Services - known F:..... V:..... T:.....	Item		
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<u>Management of contract (B5)</u>				
1	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item		
2	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item		
3	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item		
<u>Samples, shop drawings and manufacturer's instructions (B6)</u>				
4	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item		
5	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item		
6	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item		
7	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
<u>Deposits and fees (B7)</u>				
8	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item		
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<u>Temporary services (B8)</u>				
1	Clause 8.1 - Water F:..... V:..... T:.....	Item		
2	Clause 8.2 - Electricity F:..... V:..... T:.....	Item		
3	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
4	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item		
<u>Prime cost amounts (B9)</u>				
5	Clause 9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item		
<u>Attendance on subcontractors (B10)</u>				
6	Clause 10.1 - General attendance F:..... V:..... T:.....	Item		
7	Clause 10.2 - Special attendance F:..... V:..... T:.....	Item		
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<u>General (B11)</u>				
1	<p>Clause 11.1 - Protection of the works</p> <p>F:..... V:..... T:.....</p>	Item		
2	<p>Clause 11.2 - Protection/isolation of existing works and works occupied in sections</p> <p>F:..... V:..... T:.....</p>	Item		
3	<p>Clause 11.3 - Security of the works</p> <p>Note: Tenderers are to familiarise themselves with the current crime statistics of the Mthatha area when pricing this clause. No claim for stolen or damaged materials and goods during construction shall be entertained.</p> <p>F:..... V:..... T:.....</p>	Item		
4	<p>Clause 11.4 - Notice before covering work</p> <p>F:..... V:..... T:.....</p>	Item		
5	<p>Clause 11.5 - Disturbance</p> <p>F:..... V:.....T:.....</p>	Item		
6	<p>Clause 11.6 - Environmental disturbance</p> <p>Controlling all forms of pollution</p> <p>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</p>			
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<p>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.</p> <p>Environmental management plan</p> <p>The contractor shall price opposite this item for compliance with all the requirements of such EMP</p> <p>F:..... V:.....T:.....</p>				
1	<p>Clause 11.7 - Works cleaning and clearing</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item		
2	<p>Clause 11.8 - Vermin</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item		
3	<p>Clause 11.9 - Overhand work</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item		
4	<p>Clause 11.10 - Tenant installations</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item		
5	<p>Clause 11.11 - Advertising</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item		
Carried To Trade Summary			R	
<p>Bill No. 1 Preliminaries MMPA QS & PM 23-004</p>				

SECTION C: SPECIFIC PRELIMINARIES

1 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the entity supplying the materials and/or executing the work and shall deliver same to the **principal agent** on **final completion** of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **practical completion** and that any **defects** that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written **notice** to do so

The warranty will not be enforced if the work is damaged by **defects** in the execution of the **works**, in which case the responsibility for replacement shall rest entirely with the **contractor**

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

Item

2 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

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1	<p>Cooperation of the contractor for cost management</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item		
2	<p>Overloading</p> <p>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</p> <p>F:..... V:..... T:.....</p>	Item		
3	<p>Propping of floors below</p> <p>The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor</p> <p>F:..... V:..... T:.....</p>	Item		
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TENDER BILLS OF QUANTITIES

1	<p>Testing of flat roof waterproofing for watertightness</p> <p>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</p> <p>F:..... V:..... T:.....</p>			
2	<p>Health and safety</p> <p>Health and safety</p> <p>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 the tender document) 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]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 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 	Item		
	Carried To Trade Summary		R	
	<p>Bill No. 1 Preliminaries MMPA QS & PM 23-004</p>			

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

	F:..... V:..... T:.....	Item	
1	<p>Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement</p> <p>F:..... V:.....T:.....</p>	Item	
2	<p>Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> <p>F:..... V:.....T:.....</p>	Item	
3	<p>Media releases</p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer</p> <p>The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:..... V:.....T:.....</p>	Item	
Carried To Trade Summary			
Bill No. 1 Preliminaries MMPA QS & PM 23-004			

SMME PARTICIPATION				
<p>A minimum of 15% of the builders work shall be subcontracted to CIDB registered SMME sub-contractors as domestic sub-contractors.</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>This includes and is not limited to provision for pricing for the employment, on a full-time basis for the duration of the contract, an SMME Construction Mentor. All costs associated with the execution of the SMME Construction Mentor duties, provision of office facilities and tools of the trade are deemed to be priced hereunder. No additional claims in this regard will be entertained.</p>				
1	<p>Fixed:_____ Value related:_____</p> <p>Time related:_____</p> <p><u>SUMMARY OF CATEGORIES</u></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	Item		
<p>Carried To Trade Summary</p>			R	
<p>Bill No. 1</p> <p>Preliminaries</p> <p>MMPA QS & PM</p> <p>23-004</p>				

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

Bill No. 1			
Preliminaries			
<u>Trade Summary</u>			
Total Brought Forward From Page No.	<u>Page No</u>	<u>Amount</u>	
	1		
	2		
	3		
	4		
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	19		
	20		
Carried Forward	R		
Bill No. 1 Preliminaries MMPA QS & PM 23-004			

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CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<p><u>BILL No. 2</u></p> <p><u>ALTERATIONS</u></p> <p>NOTE:</p> <p>The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section.</p> <p>-----</p> <p>Tenderers are advised to visit the site and to inspect the works in conjunction with the drawings in order to ascertain the exact nature and extent of the work to be done as no claim will be entertained on the grounds of ignorance of the conditions under which the work was to be executed.</p> <p>The Contractor will be held solely responsible for any damage to persons, property, equipment and for the safety of the new and existing structure throughout the whole of the contract and must make good at his own expense any damage that may occur. He must allow for protecting all existing work liable to suffer damage (ie. walls, finishes, floors, ceilings, windows, doors, loose and fixed fittings, electrical equipment and appliances, etc) during the building operations, alterations, etc. and provide all necessary materials in doing so.</p> <p>Old materials, which are to become the property of the Contractor as they are pulled down, together with all building debris from any cause whatsoever, are to be immediately carted away and the site left clean and unencumbered. Allow for watering the works sufficiently to prevent nuisance from dust.</p> <p>Allow for giving notice to local or other authorities for disconnecting electric light, water and drainage mains and removing telephone wires, etc, and pay all fees in connection therewith and afford every facility to the workmen carrying out this work.</p>			
	Carried To Trade Summary		R	
	<p>Bill No. 2</p> <p>Alterations</p> <p>MMPA QS & PM</p> <p>23-004</p>			

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

Tenderers are advised that adjacent sections of the building will be occupied during the building operations and the contractor is to carry out the work with as little noise, dust and disturbance as possible and access is to be given the staff and visitors.

All materials in this section are measured as new except where old material is specifically mentioned as being re-used.

Old materials, if sound and suitable and approved by the Architect, may be re-used in the new structure. This applies particularly to timber which may be re-used for joists, bracing, fittings, etc and broken bricks and other similar material which may be used as filling and hardcore.

Wherever old materials are used instead of the new materials measured, an adjustment will be made by the Quantity Surveyor in the final settlement of accounts by deducting the net cost of the new materials and crediting the Contractor with the amount, if any, allowed by him for the old materials.

Where door and window openings, etc, are specified to be filled in, or where jambs, cills, etc are specified to be built up, brickwork shall be of hard burnt clay stock bricks in 5.1 cement mortar unless otherwise specified, cut, toothed and bonded into existing brickwork and pinned up as required with slates or other hard materials. Brickwork built to fair face or in facings is to be of bricks and pointed to match existing. Plaster is to be 5.1 cement plaster unless otherwise specified.

Where lintols are specified as precast concrete the prices are to include for breaking out brickwork over for and inserting precast prestressed cement concrete (30MPa) lintol with 230mm bearing on each end size 108 x 75mm deep for each half brick thickness of wall.

The term "take out" includes all work taken out, taken up, taken down, taken off, etc ; the term "break up" includes all work broken up, broken down, broken off, etc and the term "hack off" includes all work hacked off, hacked up, hacked down, etc.

Carried To Trade Summary

Bill No. 2
Alterations
MMPA QS & PM
23-004

R

The term "make good" is to include all labour and material required to match existing work.

The terms "take out and remove door", "take out and remove window", "carefully take out, set aside for re-use and later refix window in new position", etc are to include all materials connected with such door or window such as doors, windows, fanlights, frames, ironmongery, glass, architraves, beads, fillets, cramps, dowels, etc.

The terms "take out and remove sink unit", "take out and remove lavatory basin", "carefully take out, set aside for re-use and later refix W.C. suite in new position", etc are to include all materials connected with such sanitary fittings such as brackets, cisterns, taps, traps, flushing valves, flush pipes, etc and are to include for the cutting back and stopping off of supply and waste pipes.

Propping, strutting, shoring, etc. incidental to the alterations shall be deemed to be included in the descriptions.

Break Down And Remove Brickwork, Etc In

- | | | | |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|
| 1 | Inner skin of external 270mm cavity brick wall size 500 x 500mm high as inspect hole, including bricking up opening after and internal plaster and paint. | No | 15 |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|

Take Out And Remove Doors, Windows, Etc. From Brickwork And Prepare Reveals And Thresholds For New Frame

- | | | | |
|---|----------------------------------------------------|----|---|
| 2 | Timber door from timber frame not exceeding 2.5m2. | No | 2 |
|---|----------------------------------------------------|----|---|

Brick Up Plain Openings And Make Good Plaster On Both Sides

- | | | | |
|---|-------------------------------------------------------------------------|----|----|
| 3 | Plain opening size 450 x 950mm in one brick wall where AC unit removed. | No | 20 |
|---|-------------------------------------------------------------------------|----|----|

Carried To Trade Summary

Bill No. 2
Alterations
MMPA QS & PM
23-004

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

	<u>Take Up And Remove Vinyl Floor Coverings, Carpeting, Etc</u>			
1	Carpet tile floor covering in patches including preparing screed for new carpet tiles.	m2	62	
	<u>Take down and remove roofs, floors, panelling, ceilings, partitions, doors, etc.</u>			
2	Suspended ceilings tiles including suspension grid, hangers, etc.	m2	39	
	<u>Take Out And Remove Ironmongery, Etc.</u>			
3	Hinge from timber frame.	No	6	
4	TR3 toilet roll dispenser.	No	19	
5	Soap dispenser.	No	18	
6	Paper towel dispenser.	No	10	
7	Wall mounted sanitary bin.	No	10	
	<u>Hack Up/Off And Remove Granolithic, Screeds, Plaster, Etc. From Concrete Or Brickwork And Prepare Surfaces For New Screeds, Plaster, Etc.</u>			
8	Internal cement plaster from walls, columns and beams.	m2	309	
	<u>Take Out And Remove Piping, Sanitary Fittings, Etc. Including Disconnecting Piping From Fittings And Make Good Plaster And Screeds</u>			
9	Vitreous china wash hand basin.	No	18	
10	Vitreous china WC pan with low level cistern.	No	19	
11	Vitreous china urinal with flush pipe.	No	5	
	<u>Clean Down With A High Pressure Water Jet To Remove All Contaminants, Loose And Organic Material, Etc</u>			
12	Painted plastered walls.	m2	738	
Carried To Trade Summary			R	
Bill No. 2 Alterations MMPA QS & PM 23-004				

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

1	Quarry tiles to floors.	m2	65
	<u>Overhaul Existing Timber Doors And Timber Frames And Service, Including Taking Off, Easing And Rehanging, Cramping Up, Re-Wedging As Required And Making Good Cramps, Dowels, Etc., And Easing, Oiling, Adjusting And Repairing Ironmongery As Necessary, Replacing Any Glass Damaged In Removal Or Subsequently And Stopping Up All Nail And Screw Holes With Plastic Wood, (New Handles, Stays, Hinges, Glazing Elsewhere)</u>		
2	Timber frame and single swing door size 813 x 2032mm high.	No	61
	<u>Overhaul Existing Aluminium Windows And Service, Oil, Adjust Hinges, Handles Or Stays (New Hinges, Glazing, Etc. Measured Elsewhere)</u>		
3	Window PTT1212 size 1200 x 1200mm high.	No	119
	<u>Remove Broken Hinges, Stays, Handles And Weld Or Screw On New To Existing Windows Including Screws, Washers, Grind Welds Smooth And Touch Up With Cold Galvanizing, Etc.</u>		
4	Aluminium handle for aluminium window.	No	30
	<u>Clean And Service Sanitary Fittings</u>		
5	Service and clean stainless steel double bowl sink and taps, flush-out basin traps, fit new plugs and chains, replace tap washers and seal with silicone sealant all around on completion.	No	2
Carried To Trade Summary			
Bill No. 2 Alterations MMPA QS & PM 23-004			

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BILL No. 3

PRECAST CONCRETE

Precast Vibrated Cement Concrete (20MPa) Finished
Smooth From The Mould On Exposed Surfaces

1	Coping size approximately 300mm wide x 150mm thick overall, to match existing, splayed on top to 50mm thick along both edges, set projecting on both sides of brick wall with drip grooves on both soffits, bedded and jointed in 3.1 cement mortar and pointed with sunk joints.
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m

10

Carried To Final Summary

R

Bill No. 3
Precast Concrete
MMPA QS & PM
23-004

BILL No. 4

WATERPROOFING

LIQUID WATERPROOFING

Two Coats "ABE Duraflex" Or Other Equal Approved
Waterproofing Applied According To Manufacturer's
Instructions On

1	Brick walls.	m2	309
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Carried To Final Summary

Bill No. 4
Waterproofing
MMPA QS & PM
23-004

BILL No. 5

CARPENTRY & JOINERY

JOINERY

The sizes of all timbers for joinery are to hold to the full sizes specified.

Commercial veneer shall refer to veneer to be painted.
South African Pine shall be referred to as Pine.

DOORS, ETC

Wrot Red Meranti

1	44mm Framed, ledged and braced batten door, (Hung) size 813 x 2032mm.	No	2
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MOULDINGS AND SUNDRIES

Wrot Red Meranti

2	44 x 69mm Splayed and rebated weatherboard, screwed to and including groove in door with heads of screws sunk and pelleted.	m	2
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Carried To Final Summary

Bill No. 5
Carpentry & Joinery
MMPA QS & PM
23-004

BILL No. 6

CEILINGS, PARTITIONS AND ACCESS FLOORING

SUSPENDED CEILINGS

The following must be erected by a firm who specialise in this type of work, which firm must be approved by the Architect before the work is put in hand.

12.5mm Thick Vinyl-Clad Gypsum, White Embossed Ceiling Tiles Size 600 x 1200mm In And Including A White Powder-coated Exposed Tee Grid System Complete Including Hangers, Etc.

1	Set into suspended ceiling individual tile to replace similar damaged tile (removed elsewhere) to match existing ceiling.	No	25
2	Horizontal ceiling suspended exceeding 1000mm not exceeding 2000mm below concrete slab.	m2	39
	<u>Pre-Painted Galvanised Steel Cornice</u>		
3	Shadowline wall angle trim, plugged.	m	28

Carried To Final Summary

Bill No. 6
Ceiling & Partitions
MMPA QS & PM
23-004

BILL No. 8

IRONMONGERY

Note:

Ironmongery is fixed to timber unless otherwise described.

IRONMONGERY TO DOORS, FRAMES, ETC

Prime Cost Amount

1	Provide the sum of R 21,000.00 (Twenty One Thousand Rand) for supply only of ironmongery.		Item	21,000.00
2	Allow for profit on last if required.		Item	
<u>Take Delivery Of. Store And Fix Only Ironmongery</u>				
3	Hinge.	No	24	
4	W.C. indicating bolt and keep.	No	6	
5	Mortice lockset, lever handles (Pair) and escutcheons (Pair).	No	13	
6	Door stop plugged to floor.	No	1	
7	2-Point locking mechanism panic push bar.	No	1	
<u>BATHROOM FITTINGS</u>				
8	White powder coated round TR3 toilet roll dispenser plugged and screwed to wall.	No	19	
9	Kimberley Clark Aquarius Bin 6993 or other similar approved reflex paper towel disposer screwed and plugged to wall.	No	10	

BATHROOM FITTINGS

8	White powder coated round TR3 toilet roll dispenser plugged and screwed to wall.	No	19
9	Kimberley Clark Aquarius Bin 6993 or other similar approved reflex paper towel disposer screwed and plugged to wall.	No	10

Carried To Trade Summary

R

Bill No. 8
Ironmongery
MMPA QS & PM
23-004

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	Kimberley Clark Aquarius Slimroll 6953 or other similar approved reflex plus towel dispenser screwed and plugged to wall.	No	10		
2	Kimberley Clark Aquarius 6948 or other similar approved soap dispenser plugged and screwed to wall.	No	18		
3	4-Pin adjustable chromium plated tea towel rail plugged to wall.	No	1		
Carried To Trade Summary					
Bill No. 8 Ironmongery MMPA QS & PM 23-004					R

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

[illegible]

BILL No. 9

METALWORK

ROLLER SHUTTER DOORS WITH PRE-PAINTED FINISH

1 Xpanda Fenestra powder coated Anthracite Grey (Colour code: RAL 7016) or equal approved chain operated roller shutter door complete with overhead gear, guides, barrel bolts, fixing bolts, etc., to suit clear opening size 6050 x 2808mm high fixed in position including pressed steel canopy cover and weather strip T-bar to bottom edge and including mortices in brickwork or concrete for fixing bolts.

Carried To Final Summary

Bill No. 9
Metalwork
MMPA QS & PM
23-004

BILL No. 11

TILING

NOTE:

All tiling is to be fixed with approved adhesive unless otherwise described to screeded or plastered surfaces which are elsewhere measured. All jointing is to be done with an approved grout unless otherwise described.

WALL TILING

Stone Cladding To Match Existing Bedded Against Plastered Walls in 5.1 Cement Mortar With 7 No. Galvanised Wire Butterfly Ties Per Square Metre Shot Fixed To Brickwork (Contractor To Supply Principal Agent With Sample For Acceptance Before Proceeding)

1

On walls.

m2

4

Carried To Final Summary

R

Bill No. 11
Tiling
MMPA QS & PM
23-004

BILL No. 12

PLUMBING (PROVISIONAL)

SANITARY PLUMBING

uPVC Socketed Soil, Waste And Vent Piping And Fittings (SABS 967) Including Short Lengths, Cutting, Jointing And Holderbats

1	110mm Access bend.	No	19
2	110mm Pan collar and joint to outlet of W.C. pan.	No	19

Chromium Plated Brass

3	40 x 40mm Bottle trap, joints to outlet of sanitary fitting and to end of PVC pipe and including adaptor.	No	23
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SANITARY FITTINGS

NOTE:

All fittings butting up against wall or floor finishes are to be sealed with an approved silicone sealer to the Architects satisfaction.

White Glazed Vitreous China Fittings Including
Assembling And Fixing In Position, Expanding Bolts And
Mortices In Brick Or Concrete Walls, Connecting Up,
Etc. Sealed All Round With Anti-fungicidal Silicone
Sealant

4	Vaal Concorde 630 or other equal approved basin fixed to wall including fixing brackets, fitted with two chromium plated Cobra COB-KM2-102/N or equal approved self closing demand pillar taps (Hot & Cold), Cobra or other equal approved slotted basin waste, plug, chain and stay.	No	14
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Carried To Trade Summary

R

Bill No. 12
Plumbing & Drainage (Provisional)
MMPA QS & PM
23-004

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	Vaal Concorde 630 or other equal approved basin fixed to wall including fixing brackets, fitted with two 15mm chromium plated elbow action pillar taps code 503-21B (Hot & Cold), Cobra or other equal approved slotted basin waste, plug, chain and stay.	No	4		
2	Cobra Welcome or other equal approved close-coupled W.C. suite comprising washdown pan, heavy duty double flap white plastic seat, matching 6 litre cistern with lid and fittings and fixed complete to wall and floor.	No	15		
3	Vaal Protea Paraplegic or other equal approved low level W.C. suite comprising washdown pan, heavy duty double flap white plastic seat, matching 9 litre low-level cistern with lid and fittings, chromium plated side-flush lever, 40mm white PVC flush pipe and fixed complete to wall and floor.	No	4		
4	Vaal Lavatera or other equal approved wall hung top inlet bowl urinal code 705426 with top inlet fittings code 7054Z1, 38mm chromium plated domical grating, spreader and two hanger brackets fixed to wall and Flushmaster FJ6.000 flushvalve with FJT5.5 flushpipe	No	5		
<u>HOT AND COLD WATER SUPPLY</u>					
<u>Chromium Plated Brass Fittings Including Couplings To Copper</u>					
5	Cobra 232-10 or other equal approved chromium plated angle valve with sliding wall flange.	No	55		
6	Cobra Watertech COB-C-15/350 or other equal approved flexi hose connectors.	No	55		
<u>FIRE SERVICE</u>					
<u>Demolitions</u>					
7	Take up and set aside for later re-use paving formed of 100 x 200 x 60mm thick precast concrete paving bricks to follow pipe runs average 500mm wide.	m2	46		
Carried To Trade Summary				R	
Bill No. 12 Plumbing & Drainage (Provisional) MMPA QS & PM 23-004					

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	Excavate and connect to existing 110mm diameter fire water supply pipe, including all fittings, making good, backfilling, etc.	No	1		
	<u>Paving</u>				
2	Take from stockpile on site and lay 60mm thick precast interlocking paver on and including 20mm sand bed treated with weed killer and cement/sand mixture swept into joints on completion.	m2	46		
	<u>HDPE Class 10 Water Supply Pipe Including Short Lengths, Cutting, Jointing, Laying In Trenches, Compacted Bedding Cradle And Fill Blanket As SABS 1200 LB (Flexible Pipe Bedding), Excavation, Risk Of Collapse, Keeping Excavations Free Of Water And Backfilling With Selected Material From The Excavations As SABS 1200 DB</u>				
3	63mm Pipe and laying in ground not exceeding 1000mm deep.	m	91		
	<u>Extra For HDPE Compression Fittings</u>				
4	63mm x 90 Degree bend.	No	4		
5	63mm x 45 Degree bend.	No	2		
6	63mm Junction.	No	1		
7	63 x 25mm 90 Degree reducing bend.	No	2		
8	63 x 63 x 25mm Reducing Tee.	No	1		
	<u>Galvanised Mild Steel Screwed And Socketed Pipes Including Short Lengths, Cutting, Jointing And Holderbats</u>				
9	25mm Pipe and fixing to walls, floors, in roofs, soffit of concrete slab, etc.	m	5		
10	100mm Diameter 2500kPa pressure gauge including tapping hole in steel pipe for same.	No	2		
Carried To Trade Summary				R	
Bill No. 12 Plumbing & Drainage (Provisional) MMPA QS & PM 23-004					

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

Extra For

1	25mm Bend 90 degrees.
---	-----------------------

No

6

Anchor Blocks, Thrust Blocks, Etc.

2	Mass concrete 25MPa in thrust block (approximately 0,21 cubic metres) at tees, at approximately 1500mm deep, including any necessary additional excavation, cart away, backfilling, formwork, etc.
---	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

No

12

Testing

3	Allow for testing the domestic and fire fighting installation in accordance with the National Building Regulations.
---	---------------------------------------------------------------------------------------------------------------------

Item

Sundries

4	Servicing existing 4,5 Kg dry chemical type fire extinguisher.
---	----------------------------------------------------------------

No

10

5 | 4.5 Kg dry chemical type fire extinguisher complete with bracket and meranti board, fixed to wall with expanding bolts and including mortices in brickwork.

No

4

6	"Chubb" or other approved turnable hosereel bearing SABS mark and brackets with patent swivel joints, fitted with 30m length of 19mm diameter SABS red PVC hose with gunmetal 'shut-off' control nozzle and chromium plated wheelhead valve and fix reel and nozzle bracket to plastered walls with and including 6 x 76mm expanding bolts in mortices in wall.
---	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

No

2

7 Lockable double door fibre glass fire hose reel cabinet with closed back fixed to brick wall.

No

2

8	Extra over excavation in earth as described for pipe trenches, chambers, etc., for excavation in soft rock.
---	-------------------------------------------------------------------------------------------------------------

m3

3

9 Ditto, but in hard rock.

m3

2

10	Extra over all excavations for pipe trenches, etc for carting away from the site all surplus material from the excavations (measured net - no allowance for bulking).
----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

m3

37

Carried To Trade Summary

R

Bill No. 12
Plumbing & Drainage (Provisional)

MMPA QS & PM
23-004

Prepare And Apply One Coat Primer, One Undercoat And One Coat Enamel On Copper Surfaces

[illegible]

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

[illegible]

BILL No. 13

EXTERNAL WORKS (PROVISIONAL)

NOTE: The Standard Preambles and the Notes in the various trade bills are to, and do, apply equally to this section. -----

Before commencing any works under "Site Excavations", cross sections shall be taken by the contractor and these levels shall be compared with those given on the drawings. Failure by the contractor to report any discrepancy between the physical levels and those shown on the drawings will be construed as acceptance of the latter by him.

NOTE:

The Contractor is to allow for all necessary compliance tests (MOD, UCS, density tests, etc.), in terms of SANS 1200, and is to include for these tests within his rates.

DEMOLITIONS

- | | | | |
|---|----------------------------------------------------------------------------------------------------------------|----|----|
| 1 | Take up and set aside for later re-use paving formed of 100 x 200 x 60mm thick precast concrete paving bricks. | m2 | 25 |
| 2 | Take down and remove coiled barbed wire including steel support posts from top of boundary wall. | m | 52 |

ROADWORKS

NOTE: Any defects which may become evident due to bad workmanship or materials within six months of completion shall be made good by the Contractor at his own expense. -----

EARTHWORKS

Carried To Trade Summary

Bill No. 13
External Works (Provisional)

MMPA QS & PM
23-004

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

<u>Layerworks, Etc Including Compaction Density Tests</u>				
1	G5 earth filling to 98% modified AASHTO density under floors, etc including compaction density tests.	m3	3	
2	Scarify, mix and consolidate top 150mm of subgrade to 98% modified AASHTO density.	m2	25	
<u>BRICK AND BLOCK PAVING</u>				
<u>Plain Precast Cement Concrete Type SA Interlocking Bond Paving Bricks Size 200 x 100 x 80mm Thick Laid On And Including 30mm Thick Sand Bed With Joints Filled With Sand</u>				
3	Take from store and lay paving to herringbone pattern.	m2	25	
<u>ROAD MARKINGS</u>				
<u>Two Coats Non-slip Road Traffic Paint On Concrete Paved Surfaces</u>				
4	100mm Wide painted demarcation lines.	m	245	
5	300mm Wide painted demarcation lines.	m	26	
6	4m Long directional arrow (straight arrow).	No	4	
7	4m Long directional arrow (right arrow).	No	2	
8	4m Long directional arrow (left arrow).	No	1	
9	4m Long directional arrow (straight and left arrow).	No	2	
10	Disabled sign.	No	2	
11	"STOP" sign.	No	3	
<u>BOUNDARY, SCREEN WALLS, WATER TANK BASES, ETC</u>				
Carried To Trade Summary				R
Bill No. 13 External Works (Provisional) MMPA QS & PM 23-004				

Face Bricks To Match Existing On Site And Pointed
With Ruled-In Vertical And Horizontal Joints

m

R

Carried To Trade Summary

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

[illegible]

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL No. 14</u>			
<u>PROVISIONAL SUMS</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
Work for which budgetary allowances are provided will be measured and valued in accordance with clause 26 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances.			
Prime cost amounts and provisional sums are nett. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists.			
<u>Profit</u>			
Where stated, the contractor may allow for profit if required.			
<u>General Attendance On Nominated/Selected Subcontractors</u>			
The item "Attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:			
1 The services as set out in clause A16 of the Preliminaries.			
2 Making good in all trades and cleaning down and removal of rubbish on completion.			
Carried To Trade Summary		R	
Bill No. 14 Provisional Sums MMPA QS & PM 23-004			

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

Builder's Work

Builder's work in connection with specialist services is given elsewhere in these bills of quantities.

**PROVISIONAL SUMS FOR NOMINATED OR
SELECTED SUB-CONTRACT WORKS**

SIGNAGE

1	Provide the sum of R 80,000.00 (Eighty Thousand Rand) for Signage supplied and fixed complete.	Item	80,000.00
2	Allow for general attendance on ditto.	Item	
3	Allow for profit if required.	Item	

TIMBER FITTINGS

4	Provide the sum of R 80,000.00 (Eighty Thousand Rand) for Timber Fittings supplied and fixed complete.	Item	80,000.00
5	Allow for general attendance on ditto.	Item	
6	Allow for profit if required.	Item	

TIMBER COMPOSITE WALL CLADDING

7	Provide the sum of R 240,000.00 (Two Hundred Forty Thousand Rand) for Timber Composite Wall Cladding supplied and installed complete.	Item	240,000.00
8	Allow for general attendance on ditto.	Item	
9	Allow for profit if required.	Item	

VEGETATION CLEARING

10	Provide the sum of R 40,000.00 (Forty Thousand Rand) for Vegetation Removal executed complete.	Item	40,000.00
11	Allow for general attendance on ditto.	Item	

Carried To Trade Summary

R

Bill No. 14
Provisional Sums
**MMPA QS & PM
23-004**

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

1	Allow for profit if required.	Item	
<u>REPAIRS TO SKYLIGHT WATERPROOFING</u>			
2	Provide the sum of R 50,000.00 (Fifty Thousand Rand) for Repairs to Atrium Skylight Waterproofing.	Item	50,000.00
3	Allow for general attendance on ditto.	Item	
4	Allow for profit if required.	Item	
<u>CCTV</u>			
5	Provide the sum of R 60,000.00 (Sixty Thousand Rand) for Repairs and upgrades to the CCTV system.	Item	60,000.00
6	Allow for general attendance on ditto.	Item	
7	Allow for profit if required.	Item	
<u>COMMUNITY LIAISON OFFICER</u>			
8	Provide the amount of R 39,000.00 (Thirty Nine Thousand Rand) for employment of Community Liaison Officer (R 6,500.00 per month for 6 months).	Item	39,000.00
9	Profit on above item.	Item	
10	Attendance on ditto.	Item	
<u>PROJECT STEERING COMMITTEE</u>			
11	Provide the amount of R 5,000.00 (Five Thousand Rand) for Project Steering Committee.	Item	5,000.00
12	Profit on above item.	Item	
13	Attendance on ditto.	Item	
Carried To Trade Summary			R
Bill No. 14 Provisional Sums MMPA QS & PM 23-004			

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

<u>EMPLOYMENT OF UNEMPLOYED BUILT ENVIRONMENT GRADUATE AND STUDENT</u>			
1	Provide the amount of R 129,000.00 (One Hundred Twenty Nine Thousand Rand) for the employment of Students and Graduates (R 8000,00 per month for 6 months for a student and R 13 500.00 per month for 6 months for a graduate).	Item	129,000.00
2	Profit on above item.	Item	
3	Attendance on ditto.	Item	
<u>MONETARY PROVISIONS</u>			
<u>The Following Minor Building Works To Be Measured And Valued At The Time Of Works Execution</u>			
4	Provide the sum of R 70,000.00 (Seventy Thousand Rand) for Water Tanks & Pumps.	Item	70,000.00
<u>PROVISIONAL SUMS FOR NOMINATED OR SELECTED SMME SUB-CONTRACT WORKS</u>			
<u>PAINTWORK - SMME</u>			
5	Provide the sum of R 405,000.00 (Four Hundred Five Thousand Rand) for Paintwork to be completed by an SMME sub-contractor.	Item	405,000.00
6	Allow for general attendance on ditto.	Item	
7	Allow for profit if required.	Item	
<u>RAINWATER GOODS - SMME</u>			
8	Provide the sum of R 69,000.00 (Sixty Nine Thousand Rand) for Rainwater Goods to be completed by an SMME sub-contractor.	Item	69,000.00
9	Allow for general attendance on ditto.	Item	
10	Allow for profit if required.	Item	
Carried To Trade Summary			
Bill No. 14 Provisional Sums MMPA QS & PM 23-004		R	

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

GLAZING - SMME				
1	Provide the sum of R 52,000.00 (Fifty Two Thousand Rand) for Glazing to be completed by an SMME sub-contractor.	Item		52,000.00
2	Allow for general attendance on ditto.	Item		
3	Allow for profit if required.	Item		
GATEHOUSE - SMME				
4	Provide the sum of R 220,000.00 (Two Hundred Twenty Thousand Rand) for construction of the Gatehouse complete by an SMME sub-contractor.	Item		220,000.00
5	Allow for general attendance on ditto.	Item		
6	Allow for profit if required.	Item		
Carried To Trade Summary			R	
Bill No. 14 Provisional Sums MMPA QS & PM 23-004				

[illegible]

BILL No. 15

ELECTRICAL INSTALLATION

ELECTRICAL INSTALLATION

The electrical domestic sub-contractor is to allow for any preliminaries he desires within his rates.

No further preliminaries items shall be entertained.

The complete installation must comply with SANS 0142 specifications and the Quality specification in this document. Tenderers are advised to study the specification and drawings before pricing the Bill.

CONDUITS

Supply and install pipes including short lengths jointing, sweeping bends, buses, locknuts, roundboxes etc.

1	20mm diameter pvc pipe	m	80
2	25mm diameter pvc pipe	m	60
	<u>Supply and install steel galvanised walls boxes:</u>		
3	100mm x 50mm x 50mm deep	No	8
4	100mm x 100mm x 50mm deep	No	8

ELECTRICAL CABLE MANAGEMENT & TRUNKING

Power Skirting Aluminium: (To include All: elbows, corners sections, T-sections & end caps)

5	Cabstrut N8/P803, 2 Compenment Power skirting with 2 cover plates & divider	m	45
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CONDUCTORS

Carried To Trade Summary

Bill No. 15
Electrical Installation
MMPA QS & PM
23-004

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

Supply and install 600/1000Volt PVC insulated stranded copper conductors drawn into conduits, etc.

1	2.5mm2	m	500
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2	4mm2	m	600
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Earth Wire

3	2.5mm2	m	400
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SWITCH SOCKETS

Supply, install and connect switch sockets in flush mounted boxes, complete with cover plates: (All normal plug to come with red toggle)

4	New 16 Amp Single socket Normal on power skirting	No	17
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5	New 16 Amp Single dedicated socket Normal on power skirting	No	16
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6	New 5 Amp single unswitched Socket (on 60mm steel round box for light fittings)	No	14
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7	New 16 Amp Double socket normal on power skirting.	No	5
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SWITCHES

Supply, install and connect light switches in flush mounted boxes, complete with cover plates:

8	New 16 Amp 1 -lever / 1-way	No	8
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9	16Amp Occupancy Sensor	No	7
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10	New 16 Amp 2-level/ 1-way.	No	1
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11	16 Amp Photocell.	No	1
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ISOLATORS

12	New single phase 30 Amp Isolators	No	7
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LUMINAIRES

Carried To Trade Summary

R

Bill No. 15
Electrical Installation
MMPA QS & PM
23-004

[illegible]

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	Supply and install new complete card reader access control systems with stainless steel gates (Provisional Sum)	Item	210,000.00
2	Allow for profit and general attendance if required.	Item	
3	Supply and install new complete boom gate including card reader and supply cable (Provisional Sum)	Item	90,000.00
4	Allow for profit and general attendance if required.	Item	
5	Rack drive motor set complete with backup battery, brackets, gooseneck, keypad, anti-knock shield (Provisional Sum)	Item	16,000.00
6	Allow for profit and general attendance if required.	Item	
<u>BACKUP POWER EQUIPMENT</u>			
7	Servicing of existing standby generator (Budgetary Allowance)	Item	50,000.00
<u>MAIN POWER RETICULATION</u>			
8	Power supply to new guardhouse (Budgetary Allowance)	Item	30,000.00
<u>PROVISION FOR EARTHING AND LIGHTNING PROTECTION</u>			
9	Earthing of all buildings to comply with the latest SANS10142, Code of Practice for The Wiring of Premises as amended. Bonding of all hot, cold and waste pipes complete with 12,5mm x 1mm thick solid or perforated copper tape including fixings, brass screws, nuts, washers etc.: Also include for the earth mat with earth spikes.	Item	
<u>ELECTRIC FENCE</u>			
Carried To Trade Summary			R
Bill No. 15 Electrical Installation MMPA QS & PM 23-004			

	<u>8 Strand wall top electric fencing, includes brackets, energizer, 12V battery, cables and wiring, insulators, posts, warning signs and electric fence COC</u>			
1	Fencing.	m	310	
	<u>TESTING AND COMMISSIONING</u>			
2	Inspections, testing and handing over of the complete installation in the presence of the Engineer and certify the results on the Certificate of compliances by an accredited person (Master Installation Electrician).		Item	
	<u>SUNDRIES</u>			
	<u>As-built Drawings With Operations & Maintenance Manuals</u>			
3	Provide a complete set of As-built drawings and provide three sets of O&M The Sub Contractor must mark a complete set of drawings with all changes made on the latest revised drawings issued by the Electrical Engineer. The contractor must arrange for a meeting with the Electrical Engineer to discuss the mark-up drawings. The Electrical contractor as well as the Foreman on site that was responsible for the works on site. All devices, device addresses, isolator positions and cable configuration must be indicated in the drawings		Item	
	<u>Clean & Restoration Of Site</u>			
4	Cleaning and restoration of the site during construction and after completion to the satisfaction of the Engineer and client.		Item	
	<u>Guarantee & Maintenance Period</u>			
5	Allow for free maintenance during the guarantee period of 12 months for all defects in equipment, material and workmanship excluding wear and tear and normal maintenance. (excluding replacement of lamps)		Item	
	Carried To Trade Summary		R	
	Bill No. 15 Electrical Installation MMPA QS & PM 23-004			

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

[illegible]

BILL No. 16

MECHANICAL INSTALLATION

MECHANICAL INSTALLATION

The mechanical domestic sub-contractor is to allow for any preliminaries he desires within his rates.

No further preliminaries items shall be entertained.

BOQ to be priced in conjunction with the technical specification for supply and installation.

In accordance with the Conditions of Contract, provide for all expenses, obligations and general items pertaining to such conditions and all items not specifically specified or mentioned to enable the works to be completed in a satisfactory manner. Rates to be priced to each specific item as items may be added or omitted at the client's discretion. All capacities specified on the BOQ are derated capacities and must be priced as such.

AC EQUIPMENT

1	Inverter type 9000 BTU DX split unit	No	4
2	Inverter cooling only 9000BTU DX split unit	No	2
3	Dia 200mm Circular duct fan 111l/s @ 100Pa, 1440rpm c/w 2 x 1.50 Sound attenuators with pods and electrical box.	No	1
<u>PIPING</u>			
4	9,52mm Refrigerant copper piping complete with 25mm armaflex insulation	m	15
5	12,7mm Refrigerant copper piping complete with 25mm armaflex insulation	m	15

Carried To Trade Summary

Bill No. 16
Mechanical Installation
MMPA QS & PM
23-004

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	15,88mm Refrigerant copper piping complete with 25mm armaflex insulation	m	10		
2	150mm Medium duty cable tray	m	10		
3	150mm Galvanized trunking, c/w cover	m	10		
4	50mm Galvanized Condensate Piping	m	10		
5	25mm PVC Condensate Piping	m	10		
<u>DUCTWORK</u>					
<u>Internally insulated/sonic lined rectangular/square galvanised ducting supported from the roof trusses or underside soffit, with angle iron and 8mm threaded rods. Ducting to be coated to architects color specification. All duct dimensions (including internally insulated ducts) refer to the clear internal cross-sectional area.</u>					
6	200mm x 150mm	m	10		
7	200mm x 200mm	m	9		
8	200mm x 200mm 90deg Bend	No	1		
9	Rectangular duct transformation (200mm x 200mm) - (200mm x 150mm)	No	1		
10	End cap (200mm x 150mm)	No	1		
<u>Round spigot galvanised uninsulated low pressure ducting supported from the roof trusses or underside of soffit, with angle iron and 8mm threaded rods.</u>					
11	150mm Diameter	m	18		
<u>Insulated round flexible ducting</u>					
12	150mm Diameter	m	10		
<u>AIR TERMINALS</u>					
13	150mm Diameter neck metal disc valve	No	6		
Carried To Trade Summary				R	
Bill No. 16 Mechanical Installation MMPA QS & PM 23-004					

CLUSTER H1
REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA
TENDER BILLS OF QUANTITIES

1	400 x 350mm External type weather louvre c/w vermin proof screen, mounted on 20mm timber lining on brick wall.	No	1		
	<u>DOUBLE VOLUME</u>				
2	Air circulation system (Budgetary Allowance)		Item		60,000.00
	<u>SERVICING</u>				
3	Service existing air-conditioning units/systems (Budgetary Allowance)		Item		30,000.00
	<u>BUILDERS WORK</u>				
4	Removal of old wall console Air Conditioning units (Budgetary Allowance)		Item		20,000.00
	<u>SUNDRIES</u>				
5	Workshop Drawings and Technical submissions		Item		
6	12 months maintenance of the complete system		Item		
7	Operation & Maintenance Manuals		Item		
8	As Built Drawings		Item		
9	Testing and Commissioning complete system		Item		
10	Electrical certificate of compliance for all mechanical related installations		Item		
Carried To Trade Summary					R
Bill No. 16 Mechanical Installation MMPA QS & PM 23-004					

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

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CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

Bill No	FINAL SUMMARY	Page No	Amount
1	Preliminaries	24	
2	Alterations	30	
3	Precast Concrete	31	
4	Waterproofing	32	
5	Carpentry & Joinery	33	
6	Ceiling & Partitions	34	
7	Floor Coverings, Etc	35	
8	Ironmongery	38	
9	Metalwork	39	
10	Plastering	40	
11	Tiling	41	
12	Plumbing & Drainage (Provisional)	47	
13	External Works (Provisional)	51	
14	Provisional Sums	57	
15	Electrical Installation	63	
16	Mechanical Installation	67	
	TOTAL OF BUILDING WORKS		R
	<u>CONTINGENCIES</u>		
	The tenderer is to add a contingency allowance of 10% (Ten Percent) of the Sub-total value above to the tender before adding Value Added Tax.	Item	
	Carried Forward		R
	MMPA QS & PM 23-004		

CLUSTER H1

REFURBISHMENT OF ECDC REGIONAL OFFICES IN MTHATHA

TENDER BILLS OF QUANTITIES

<u>Bill No</u>	<u>FINAL SUMMARY</u>	<u>Page No</u>	<u>Amount</u>
	Brought Forward	R	
	TOTAL OF BUILDING WORKS & CONTINGENCIES	R	
	VAT at the rate of 15%	R	
	CARRIED TO TENDER FORM	R	
MMPA QS & PM 23-004			

Part C3: Scope of work
C3 - Scope of work

1 Background To ECDC

Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

Mission

To promote sustainable economic development in the Eastern Cape through focused:

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT)

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

2 Scope of Works

2.1 General description of the works

The description and scope of works, as described hereunder are a general guide only and may be subject to change. No liability or claim will be accepted should this information provided change or be regarded as misleading.

The work comprises the following sections:

2.1 Alterations and Refurbishment

2.1.1 ECDC Office Building (3-storey)

The existing three storey office block require the following work:

- Cutting back of grass and trees
- Replacement of rainwater goods
- Removal of existing damaged floor finishes and replace with new
- Repairs to damaged plastered walls internally and externally
- Realignment of suspended ceilings
- Repainting of internal areas including walls, partitions, doors, and frames
- Repainting of external plastered walls
- Hacking off plaster, waterproofing walls and replastering
- General repairs to internal doors, door frames and ironmongery
- General repairs to existing joinery cupboards
- General alteration works
- Repairs to existing electrical works and including issuing of compliance certificates
- Repairs to existing plumbing items including replacement of sanitaryware fittings
- Construction of Guard House
- Installation of Fire Hose Reels
- Etc (As contained in the attached BOQ)

Due to these building currently being occupied; the project shall be completed in 2 phases as set out below, and therefore sectionally completed:

- Phase 1: Decanting works required on first floor of ECDC, including upgrades to security systems
- Phase 2: Remainder of outstanding works

2.2 Variation in the Scope of Work

The Client retains the right to omit specific sections of the work prior to signing the contract and in the event that such omissions are incorporated in the contract it is hereby agreed that no claim for loss of profit will be entertained. In addition, tenderers are required to price all work in a “stand-alone fashion” so that profit/mark-up etc are such that omission of any of the tendered works will NOT render the remaining contract work visible.

2.3 Temporary works, etc.

Tenderers are advised that, in view of the nature and extent of the works temporary works are an essential part of the works. Tenderers must therefore fully examine and understand the nature and extent of the proposed works and must allow in their pricing for all access, structures, hoardings and other temporary works. Refer also to Clause 4.2: Enclosure of the Works in the Preliminaries Section of this document.

3. General

3.1 Damage to other services

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors’ pegs, etc.) Any such damage shall immediately be reported to the Principal Agent.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Principal Agent.

The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Principal Agent so that he can recover such costs from the responsible party.

This repair work may only be done on the written instruction from the Principal Agent.

The contractor shall make provision for a full scan of the area to determine the position of services in the area.

3.2 Local labour and local authorities

Local Labour:

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed.

All unskilled labour shall be from the Local Municipal Supply area.

Engagement of local labour shall be controlled in a formal manner through the client’s labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

3.3 Liaison with Local Authorities

The contractor will have to liaise with local authorities regarding the following matters:

- 3.3.1 Locating of existing underground services.
- 3.3.2 Protection of existing services during construction.

It is the contractor’s onus to immediately contact all these authorities and to accommodate their involvement in his programme of work.

The contractor should also warn the authorities at least 48 hours before the actual work commence.

Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The Principal Agent or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

3.4 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Principal Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Principal Agent.

All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Principal Agent.

Where the Contractor is of the opinion that any instruction of the Principal Agent issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of the conditions of contract.

3.5 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

3.5.1 Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Principal Agent reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

3.5.2 Health and Safety Specifications

Please refer to Part C.3.2 for the Health and Safety Specification.

4. CONDITIONS SPECIFIC TO THIS BID

4.1 Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

The Services Provider shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

4.2 Obligation to perform and sub-contracting

The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

4.3 Performance guarantee

Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4.4 Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to

ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

4.5 ECDC facilities

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

4.6 Force majeure

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

4.7 Insurance

The contractor shall affect and maintain all required and/or necessary insurances in accordance with Clause 10 of the JBCC Contract Edition 6.2, as applicable.

4.8 Responsibility to perform

Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

ECDC may also consider termination of the contract.

4.9 Duration of the contract

The construction project duration is **6 Months** from date of appointment.

The successful Bidder shall be required to complete and submit the signed and duly completed **JBCC Principal Building Agreement Edition 6.2**.

Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder. (N/A)

4.10 Payments and tax

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

4.11 Subcontracting

The successful Contractor will subcontract and employ workers from the local communities in close proximity to the project, to execute labour related activities.

Further, and as indicated earlier in this document the contractor will ensure that a minimum of 15% of the overall work will be undertaken by SMME entities.

C3.2 – Health & Safety Specifications

(See Attached)

Occupational Health and Safety Specification

**Issued in terms of the Occupational Health and Safety Act, 1993
Construction regulations 2014**



PROJECT NAME	H1 REFURBISHMENT - ECDC MTHATHA REGIONAL OFFICES
LOCATION	Mthatha Regional Offices
PRINCIPAL AGENT	MMPA Quantity Surveyors & Project Managers
DISTRICT	OR Tambo District Municipality
OHS AGENT	Newground Projects
COMPILED BY	Tessa Jacobus

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2 SCOPE

2.1 Site Specific Specification

This health and safety specification in respect construction work to be executed for Cluster H1 for ECDC Renovations at Mthatha Regional Offices. The health and safety specification provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with the Occupational Health and Safety Act 85 of 1993, during construction work. This document sets a standard on the following:

- Establishes the way the Principal Contractor is to manage the risk of health and safety incidents during construction; and
- Establishes the way the Client's Health and Safety Agent will interact with the Principal Contractor.

This specification establishes general requirements to enable the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.

The Principal Contractor is required to develop, implement and maintain a site-specific health and safety plan. The Client is required to provide certain site-specific information to the Principal Contractor or a health and safety specification for the works to enable such a plan to be formulated. Accordingly, this specification on its own cannot ensure compliance with the requirements of the Act.

The Construction Regulations, 2014, requires a client to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

SARS-Cov-19 forms part of the specification as covered under the HBAR.

2.2 Project Scope:

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

Cluster H1 for ECDC Renovations at Mthatha Regional Offices, programme through the ECDC offices will do construction works as per the tender scope of works.

The nature of the work may result in unforeseen hazards, design changes and scope creep, which may need risk reduction controls. The PC must implement a dynamic OHS system that develops controls for risk continuously.

The PC must remain aware of the end user needs; work areas must allow for quiet times where applicable.

Specific Risks noted:

H- High Risk		M- Medium Risk	L – Low Risk
Activity	Hazard	Rate	
Establishment of Site	Site Entrance, Fencing, Security, housekeeping, vehicle and equipment movement and off loading. Ensure Pupils are safe at all times	H	
Bulk Excavation	Excavation, Plant, Equipment, Operators, Underground cables and pipes	H-M	
New Building Works	Brick works, Excavation, Working at heights, Concrete works, plastering,	H-M-L	
Working at Heights (Roof work, Ceilings installation, Gutter installation)	Working at Heights Ergonomics Cuts from Roof sheets Fall and trips Ladder work Weather Conditions Life line (stability) Scaffolding	H	
Paving	Dust, Ergonomics, Manual Labour, Hand injuries and muscle injuries Loading and off-loading of pavers Cutting of paving blocks working with Grinder (competent persons only)	M H	
Concrete Works	Hazardous Chemicals Dust Ergonomics Spillage of Concrete Flow of Concrete works waste Eye injuries	H	
Stormwater Drains	Concrete Works Ergonomics Loading and off loading	H	
Asbestos Removal <i>(No asbestos work has been made know to us during tender stage)</i>	Asbestos Abatement Regulations, 2020 Must be adhered High Risk to employees that's exposed Registered Contractor must dispose Contractor must ensure Waste is dispose of at registered site Correct PPE must be used	H	

New Internal Walls	Renovation work involves wall preparation that increases silica particles, moulds and dust allergens into the air: Proper SANS accredited PPE for the specific type of work must be planned	H
Installation of new doors	Ergonomics due to heavy lifting Manual labour Electrical Tools and Equipment usage Dust Hand injuries is high risk	H
Electrical Works	Competent Person working on Electrical Works Ladder work Confined space work Ergonomics Shocking of employees Fire	H
Sub-Contractors	Subcontractor are the responsibility of the PC as per CR7. <ol style="list-style-type: none"> 1. May not wander around works areas 2. Must be identifiable to employer: Reflective vest or reflective overalls, logos, or stickers to hardhats. 3. Housekeeping will be managed as a core construction function 4. Waste to licensed landfills 5. Reporting of all incidents. 6. Provisions of Employee facilities will be monitored 7. Must apply this specification. 	H

3 DEFINITIONS

As per the Occupational Health and Safety Act (85 of 1993) and the relevant regulations and applicable standards.

3.1 List of Abbreviations

CC	Compensation Commissioner
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DoL	Department of Labour
GAR	General Administration Regulations
GSR	General Safety Regulations
HCAR	Hazardous Chemical Agent Regulations
HBAR	Hazardous Biological Agents Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
OHS Act	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SWP	Safe Work Procedure
HASCHEM	Hazardous Chemicals

3.2 Key References

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)

Construction Regulations 2014.

Asbestos Abatement Regulations 2020

Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended).

SANS codes.

South African Road Traffic Signs Manual (SARTSM)

Designer Reports and drawings

4 INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

4.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve at minimum an acceptable level of OHS performance, however it must be noted that the intention to do no harm during the works, require full OHS commitment.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed

as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e., the Principal Contractor remains responsible for achieving the required performance levels and legal compliance.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks arise, work scope change or any other issues be identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

It should be noted that this OHS Specifications in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

4.2 Requirements

A project specific H&S Plan in response to this PSHSS will be subject to approval by the CHS Agent. This must include all supporting documentation as required to verify the H&S system. The OHS Plan must address the scope of works.

The plan includes the preliminary program and site lay-out.

The Principal Contractor must submit a hard copy of the health and safety file that complies with the OHS specifications.

The Plan assessment, negotiation and final approval of the plan that must be implemented during the works will occur at least 7 days prior to site hand over.

5 GENERAL REQUIREMENTS

5.1 Risks

Principal Contractor to provide a detailed risk assessment and hazard analysis for the entire construction works proposed for the site. This includes people, machinery and material aspects within the micro and macro construction environment and shall include all the risks noted in the baseline risk analysis given at tender stage. See the notes under project scope and use the baseline HIRA.

5.2 Specified Hazardous Chemical Substances

The PC is to supply the products required as per the bill of quantities-, materials data sheets (SDSs) for each of the product envisaged to be utilized on site. The South African SDS to be provided.

The SDS data must be indexed, and a risk analysis done to indicate the risks related to each product in use. Training on this information must be given on site and risk controls implemented.

5.3 Client Hazard Notification

Site establishment and Site camp:

This area will require the PC to assess impact on the Visitors and entrance traffic, bulk service deliveries, visitors, and other stakeholders.

- Access to works in a trafficked area: Plan for employee safety, for Tenants, control deliveries and parking.
- Employees to be visible and everyone working there to have a reflector vest with employer name displayed on at all times. The PC may propose labelled reflector

overalls or Label on the hard hat induction stickers. This must be noted in the PC safety plan.

- Public complaints: Site to be fenced off with black shade cloth that is secured.
- Access to works areas to be pre: planned and coordinated with ECDC.
- Laydown areas to be planned.
- Works' access planning: Scaffold and steps for access planning
- Inductions must inform employees that they must not enter any unauthorised area.
- The registered competent CHSO must be aware daily of where work is done, what is done and how many people are working in that specified area.
- Ablutions will have to be provided
- Access, restricted space for construction works, security, noise and dust hazards.
- Contractors may not enter any flat without the prior written consent or approval of the tenants.

The PC will have to plan for safe works access and ensure work under controlled conditions:

- Hoarding structural as per PA instruction
- Employee movement control and visibility
- No smoking
- Electrical and services are isolated
- Enough ventilation and light are provided for safe work

Demolition

- CR 11 and 14 apply. Noise and dust, vibration, HBA hazards must be addressed.
- Competency required.
- Temporary electrical disconnection certificates issued by a DoEL registered electrician.

Temporary works

- CR .12 Competency, planning and appointed accountability.

Work at height:

- Cr 10. Note that all employees must be assessed for safety at work and have general competency and capacity to do this work.
- FPP must be qualified and 8.1 must sign off on plans. These plans must be updated as per work at height situation.
- Appointment of a competent scaffold planner and controller
- Specific hazards monitoring when working at the kitchen and risk areas.

Excavations. Max anticipated depth 1.2m. Underground services will be a relevant risk.

- CR 13. PC must ensure information and risks related to underground services or overhead hazards are addressed. Excavations, trenching or other must not disturb scaffold footings or undermine other structures. Barricading will be orange 900 visible barricade. Signage will be required to warn others of risk. Excavations may not remain open for longer than absolutely necessary and must have access controls.

Lack of coordination and communications with the Client

- Preplanning and programming
- Written agreements
- Customer complaints register to be kept and addressed by 8.1

Construction traffic: Planning concrete pours, deliveries, employee drop off, pedestrian pathways will all have hazards. Removal of waste form site will have hazards associated with the task.

Work may be done over a cross section of areas: if PC program is approved in this manner, competency for supervision in every works area is critical.

Other Hazards: Ergonomic, caught between, working at leading edge, work near client activities, underfoot conditions, openings and fall on or into hazards.

5.4 General Risk Management

The Principal Contractor must provide a detailed risk assessment for the entire works on site. Certain construction activities, equipment, substances etc. represent significantly higher safety risks than others. The risk assessment is required to define systems and safe working procedures that will be implemented on site in an endeavour to complete the activity safely. The set of risk assessments required to be submitted to the Client must include the assessment of health risks such as those that are associated with COVID-19, Sewer Connection Works and other health risks which may result from lack of personal hygiene, ergonomic hazards, etc.

The contractor is required to:

- Identify health and safety hazards and risks to which persons may be exposed during the construction period;
- Analyse and evaluate the identified hazards and risks;
- Document a plan which will highlight safe working procedures to mitigate, reduce or control the identified risks; and
- Develop a Monitoring and Review Plan of the hazards and risks.
- Dynamic hazard identification daily for tasks noted in the DSTI's and updated to the HIRA
- Index risk assessment to note what had been assessed.
- Implement a Review and Monitoring plan.

The client baseline risk assessment provided with this specification aims to provide the framework within which the risks must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risks which may be inherent to the project based on its current scope of works. (5.1).

The baseline risk assessment is therefore not the replacement of the contractor's risk assessment but rather to point the contractor towards some risks he might not be aware of during tendering stage and while conducting his formal risk assessment. The baseline risk assessment, which is attached as an Annexure to this specification must be used as a guide in conducting the construction phase risk assessments. Refer to CR.9 for minimal requirements relating to doing a HIRA.

5.5 Training, Awareness and Competency

5.5.1 Health & Safety Training

The Principal Contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to

maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall conduct a training needs analysis to ascertain what health and safety training and re-training is required. No employees shall be allowed on site unless there is proof of induction training and identification.

Competency for the following is not negotiable, list is not limited to:

- 8.1 and 8.1 alternate, also competency in structures Cr.12
- 8.5, Risk and Incident investigators competencies
- FPP Competency
- Scaffold Planner, Erector, Inspector and supervisor. CR 16 and SANS 100085 to be on site.
- Temporary works planner and controller
- Demolition planner. Cr 14
- SHE Reps
- First Aiders
- Fire extinguisher Inspectors
- All appointed inspectors and supervisors must understand liability and duty of signing appointments.
- General work at heights competencies.
- Electrical and mechanical competencies.
- Asbestos Contractor Competency and legal registration

5.5.2 Induction

The contractor shall conduct a site-specific health & safety induction for all the employees, contractors and visitors to the site.

Copies of the attendance registers signed by the attendees as acknowledgement of attendance are to be kept on site in the health & safety file for verification during inspections and Client Audits.

The onsite induction training must also include precautionary measures to be taken on site to prevent the spread of COVID-19. Such measures shall include inter alia the importance of disclosure of any COVID-19 related symptoms, good personal hygiene, observing and maintaining safe social distancing, use of suitable PPE such as face masks, etc.

Site specific Induction must address:

- a. Access risk including traffic hazards.
- b. Security
- c. Noise and behaviour
- d. Client rules
- e. Reporting of incidence

5.5.3 Awareness

The Principal Contractor shall conduct on-site periodic toolbox talks, preferably weekly or before commencing a hazardous work (activity). The talks shall cover the relevant activity and an attendance register and the contents of the topics discussed must be kept on site in the health & safety file.

Proof of training requires proof of the lesson plan and employee signatories.

Safety notices and symbolic signs, including health and safety awareness posters must be displayed at the site entrance and at strategic positions on the site to create health and safety awareness.

COVID-19 awareness signs, notices and posters must also be displayed at strategic positions.

5.5.4 Competency

The Principal Contractor shall send relevant persons to appropriate courses as required by the Act, relevant Regulations, and applicable safety standards. The type of training to be conducted will be determined after conducting a Hazard Identification and Risk Assessment (HIRA). Copies of training certificates must be kept on site in the health & safety file.

The training to be conducted is, but not limited to:

- Health & Safety Representative Course;
- First Aid Training,
- Fall Protection Planner (SAQA US 229994);
- Working at Heights (SAQA US 229998)
- Scaffolding Erectors and Inspectors;
- Incident investigation; and
- Hazard Identification & Risk Assessment Course.
- HIRA

Proof of competency to be attached to Appointment letters.

5.5.5 Specified Hazardous Chemical Substances

The PC is to supply the products required as per the bill of quantities-, Safety data sheets (SDSs) for each of the product envisaged to be utilized on site.

6 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

6.1 Notification of Construction Work

The Notification of Construction must be completed and signed by the Client, Client's Principal Agent and the Contractor using **Annexure 2** form in the construction regulation. The Notification must be taken to the Regional Department of Labour Office in Mthatha for acknowledgement.

This must take place before any work commences and is required as proof in the approval of the SHE Plan and full health and Safety File.

It should be noted that this OHS Specifications in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations.

6.2 Organogram and Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Acting CEO (OHSA 16.2). Knowledge and training in H&S are required, and certificates indicating H&S training as well as experience to be included in CVs. The designated, Competent (appropriate 3 year tertiary education) Construction Manager (CR 8.1) shall also be empowered to appoint personnel on the site as part of his / her duty to ensure health and safety compliance.

All other legal appointments are to be made with relevance to the type of work to be performed.

6.2.1 Construction Manager (CR 8.1) & (8.1. alternate)

The Principal Contractor must in writing appoint one full time competent (appropriate 3 year tertiary education) person as the construction manager with the duty of managing all the construction work on this single site, including the duty of ensuring occupational health and

safety compliance. In the absence of the designated Construction Manager, an alternate must be appointed and the appointed shall have training and/or experience in the area of responsibility.

6.2.2 Construction Work Supervisor (CR 8.7)

The Construction Manager must in writing appoint construction work supervisor/s responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

6.2.3 Construction Health and Safety Officer (CR 8.5)

The Principal Contractor must appoint a suitably competent Construction Health & Safety Officer (CHSO) **full time**, to co-ordinate his or her organization's health & safety efforts on the site.

The CV for the proposed CHSO must be submitted to the Client appointed CHSA for approval. The appointed CHSO must be full time and readily available on site during working hours. The CHSO must conduct monthly internal audits and random site safety and equipment checks, including overall compliance with the site-specific construction health and safety plan and procedures, and compile a monthly CHSO report to be tabled at each site progress meeting.

The minimum qualification for the CHSO must be a matric certificate, NQF Level 5, qualification with at least two years and more experience on building projects.

The CHSO that the Principal Contractor intends to appoint **must be registered as a CHSO** with the SACPCMP or a Candidate OHS Officer with mentorship agreement and shall provide a valid registration certificate with the Council.

6.2.4 Health & Safety Representative / H&S Committee Member (OHS Act 17 & 19)

Irrespective of the number of employees employed on the site, the PC and contractors must each appoint a full-time health and safety representative, who at least has completed the necessary health and safety representative course. The election or appointment of health & safety representatives must be in writing.

Regular inspections are to be carried out by health & safety representatives; records must be kept on site in the health & safety file. Deviations must be rectified by the responsible person immediately.

The H&S representative will liaise and report to the health and safety officer.

In cases where there are more than two health & safety representatives elected, a health & safety committee must be established. Health and safety committee meetings must be held at least monthly to discuss relevant health & safety topics.

6.2.5 First Aider / First Aid Attendant

The Principal Contractor must appoint at Level 2 First Aid Attendant for the project and where practicable, one First Aid Attendant for each work team or section of the works. The appointed First Aid Attendant must be suitably qualified and have valid training certificates.

The Principal Contractor together with the responsible First Aid Attendant must ensure that the first aid boxes(s) are fully stocked. GSR must be applied.

6.2.6 Risk Assessor

The Principal Contractor is required to appoint a competent risk assessor and must understand the process of identifying hazards and assessing risks emanating from the identified hazards.

This appointed person can be an already designated health & safety officer because the task of assessing risks is an ongoing process and therefore risk review process must be done regularly.

This will also mean that that person will be responsible to put together a risk profile, rate the risks, and ensure that there are appropriate corrective action plans.

Further to that, there must be a direct link to the personal protective equipment / clothing and training to be conducted throughout the contract.

6.2.7 Other Appointments are stated below but not limited to:

- Drivers / Operators of Construction Vehicles and Plant;
- Electrical Installation & Equipment Inspector;
- Excavations Supervisor;
- Emergency / Security / Fire Co-Ordinator;
- Fire Equipment Inspector;
- Temporary Works Supervisor and Inspector;
- Scaffolding Erector/s and Inspector;
- Appointment of competency for scaffold and temporary works plans.
- Stacking and Storage Supervisor;
- Hand Tools Inspector;
- Ladder Inspector; and
- COVID19 Compliance Officer;
- All other relevant Appointments for the Project.

The Principal Contractor shall, when appointing Contractors, shall do so in terms of the Construction Regulations 2014, and in terms of the requirements of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 (As amended).

The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment / designation is valid. This information shall be communicated and agreed with the appointees as well as all the mandatories.

The Principal Contractor must provide a project specific health and safety organogram of all appointed designated personnel and a list of contractors appointed on the project and shall always keep an up-to-date copy of each on site. The site organogram and list of contractors shall also be displayed on the site notice board. Should the appointment need to be cancelled the client CHSA shall sign it off.

The Principal Contractor is to ensure that each Contractor's H&S documentation is evaluated and approved in accordance with the Occupational Health and Safety Act 85 of 1993 (As amended) and applicable regulations. A copy of the Contractor's H&S Plan Approval is to be sent through to the appointed H&S Agent.

The Principal Contractor must ensure that an audit is conducted on each Contractor on a monthly basis before the arranged site progress meeting. This audit is to be conducted by the Principal Contractor's appointed H&S Officer and a report is to be given on each Contractors H&S performance for the past month.

7 GENERAL RISK MANAGEMENT

7.1 Health Risks and Medical Surveillance

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness issued by a registered Occupational Medical Practitioner prior to commencing work. Medical surveillance will commence at pre-employment. The Annexure 3 must in the file.

Permission to hold, share and destroy data must be on file under the POPIA.

All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical.

Arrangements for keeping medical records for the required time are to be noted.

It is preferable that the PC has a medical surveillance plan.

The Asbestos material contractor must have proof of employee medical surveillance. *(note that no asbestos was identified during tender stage, and this must be done a precaution measure in the event that asbestos is identified)*

7.2 Emergency Procedures

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management. The PC must consult with the Client in preparation of the emergency as buildings will be operational.

7.3 First Aiders and First Aid Equipment

First aiders shall be available and accessible on site always, and be able to work as a team when responding to any emergency on the project.

Appropriately stocked construction first aid kits, at least to the requirements of the Annexure to the GAR, are to be available at all times to assure continual availability and access on site.

7.4 Fires and Emergency Management

Attention to emergency planning and procedures is very important. Requirement in terms of identified risks:

- Public Safety. The tenants, needs must be considered in all planning.
- Falls from heights
- The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and must be available in sufficient numbers to deal with the type of fires that could occur.

No fires are allowed on site.

Smokers must have a specific smoking area under controlled times.

7.5 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

Proof of compensation claims, DOL reports, and other relevant information must be on site for verification.

MANDATORY MONTHLY INCIDENT REGISTER

No	Date	Who and what	FA	Med	LWDC	Fatality	Nm	Other

7.6 Personal Protective Equipment (PPE) and Clothing

The PC is to provide PPE to all employees free of charge

The wearing of the identified SANS approved PPE at all times is non-negotiable.

- Hard hats; Chin strapped hats must have a safety breaker strap.
- Protective footwear;
- Overalls that ensure worker visibility and Company worked for:
- Eye protection (as required)
- Attenuated hearing protection;
- Reflective jackets (no bibs);
- Respiratory protection (minimum of FFP2);
- Gloves.
- HBA R masks indoors.
- Safety Harnesses with double lanyards with big hooks; and
- Any other necessary PPE identified from SDS's and/or risk assessments.

7.7 Occupational Health and Safety Signage

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

- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area
- Scaffold signage.
- No Un-authorized entry.

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

7.8 Induction of Employees and Visitors, General H&S Training

A simple, formal induction program is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client) to the site.

DSTI training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done.

7.9 POPI Act Policy, Procedure and Control

The PC will ensure that the companies control of information is known to all employees and that the employees had signed off on Medicals, Monitoring and Incident information being shared, and all other contractual information sharing requirements. This will be audited.

8 COMMUNICATION ON SITE

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

The PC Organogram should reflect communication protocol on the site.

Communication should be in writing. Language demands must be checked, and efforts made to ensure correct understanding.

9 CARE OF WORKERS ON SITE (WELFARE)

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times.

Hand washing facilities must be provided.

Waste procedures to be clearly documented.

10 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person can work or access site if under the influence of alcohol or other substances that could impact on their own or others safety.

11 WORKING AT HEIGHTS

A practical site-specific fall plan as per CR 10 needs to be compiled by a competent person as per unit standard 229994. It is envisaged that scaffolding may be utilized as well as ladders to gain access to works areas.

Scaffold erector and inspector to be appointed with competencies. All employees to be declared medically fit by an occupational medical practitioner reflecting work at height health risks were checked.

With roof work the effects of wind forces to be considered and the condition of trusses noted to avoid unsafe loading and wind lift risks.

All employees working at height shall be in possession of working at heights certificate US 229998.

12 DEMOLITION WORK

The Contractor must provide a Demolition Method statement for approval by the Architect. Dust control and noise reduction measures must be put in place before demolition starts.

All rubble and waste material must be removed from site a.s.a.p. and registers thereof kept. Proof of disposal of the demolished material to a licensed waste site must also be provided and kept on record.

CR 10,11, 12, 14 will apply.

13 EXCAVATIONS

The Principal Contractor is to provide a method statement for excavations, and this will be approved by the H&S Agent and the Engineer/Architect.

The Principal Contractor must ensure that all excavations are safe to enter prior to any work commencing.

Area being worked at needs to be properly barricaded or fenced off. Barricading must be done in such a manner that it prevents people and animals from falling into open excavations.

All deep excavations deeper than 1m must be sloped or shored to make the work environment for employees safe to work in.

All excavations deeper than 2,5m must be shored, and shoring must be signed off by the Construction Manager before any work can take place in such excavation.

All excavations on site where employees are performing work, must have a ladder for safe access in and out of excavation. The ladder must be long enough to protrude 900mm above the edge of the excavation and available at least for every 6m length of excavations.

Excavations should preferably not be opened beyond what can be worked in daily.

DANGER TAPE OR CANDY TAPE IS NOT PERMITTED TO BE USED ON SITE AS A MEANS OF DEMARCATION!

Suitable material such as hard-plastic mesh (long durability) adequately supported being able to withstand a normal person's weight and the elements (wind, rain) must be utilized as barricading. The PC must ensure that this is priced for in the BOQ.

All open excavations will be kept clean (dewatered) of standing water.

14 HOARDING

Adequate hoarding to be done to reduce dust and noise and prevent public entrance to site. Security features must accompany the hoarding to maintain a secure environment for the existing occupants. Hoarding will be specified by the PA.

15 TEMPORARY WORKS

The Principal Contractor must appoint a competent person as a Temporary Works Designer to design, inspect and approve the erected temporary works on site before use. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and CHS Agent. Records of temporary works inspections and approvals are to be properly completed by the relevant competent persons and kept in the H&S file.

All temporary works must comply with the requirements of Regulations 6 and 12 of the Construction Regulations 2014. Workers who shall be required to erect, move, or dismantle temporary works structures must be provided with adequate training and instruction to perform those operations safely. If temporary works are to be erected by a Contractor, this must be notified to the Architect / Engineer / CHS Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

16 CONSTRUCTION AND MOBILE PLANT

The principal contractor must ensure that equipment in use is in good working order and fit for purpose. The PC must plan for access and egress, ensuring no unsafe situation or blocking of emergency routes occur unless planned for and coordinated with ECDC. All plant operators have valid medicals, trainings, knowledge of on-site risks, rules, and CR 23.

This includes delivery vehicles.

17 CRANES AND LIFTING OPERATIONS

Although not anticipated, should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Valid load test certificates for cranes and lifting tackle must be made available before use on site. The PC must ensure that the ground conditions are safe for use where required.

Method statements, risk assessments, safe work procedures and training records are to be available prior to work commencing. A procedure for managing loads and lifting operations on the site must be made available as an addendum to the Construction H&S Plan.

Should concrete pours require special planning, it must be addressed prior to work in a method statement.

18 ELECTRICAL AND MECHANICAL INSTALLATIONS

All electrical and mechanical installations must comply with the requirements of the Health and Safety Act, the Construction Regulation 2014, EIR and other relevant standards.

This type of work must be done by specialist contractors, in which case, the requirements of Regulation 7 of the Construction Regulations 2014 must be complied with in respect of appointing such contractors. The electrical contractor must be registered with DOL, where the registered names of the contractor's competent person, must be the person on site. In addition, the relevant appointed person's competency to manage the voltages the work requires. Proof of competency is required.

COC must be issued by a competent person: this will include any temporary electrical installation done by the contractor and a temporary disconnection certificate with a lock out procedure must on file for where demolition and refurbishment work is done.

Before working with any electrical equipment, it is essential to conduct a thorough inspection, ensuring that they do not, under any circumstances, lead to disruptions in the electrical current, such as tripping, flickering, or cutting out. Additionally, it is imperative to take measures to reduce the potential hazards of fire and explosions.

Relevant safe work procedures and technical method statements must be submitted for approval by the PC.

19 SUB CONTRACTORS

The PC is to ensure that every sub-contractor will comply with the health and safety specifications and CR.7.

All sub contractor's health and safety file must be approved prior to any work commencing.

Mandatory Sub contractor register to be updated monthly and displayed.

Example of Register:

<i>N</i>	<i>Contractor Details</i>	<i>Works</i>	<i>SHE Plan Approval</i>	<i>COIDA</i>	<i>Audit Score</i>	<i>Total people on site</i>	<i>Comment</i>
1	KFC	Plumbing	30/01/22	30/04/22	June 60%	20	

20 DELIVERY OF MATERIALS

The PC must reasonably manage all deliveries of material to site. Stacking and storage of materials to be properly coordinated.

Material stacking must be done in a controlled manner and wastage minimized.

Cordon off lay down areas.

21 GENERAL SITE CONTROL

Minor batching must be done in a controlled manner, prevent waste to run off into storm water drains, roads, or gardens. All concrete (Wet works) to be done as per standard and quality manual. No mixing on the ground or run off pollutants allowed.

Housekeeping, stacking, and storing control must form part of site daily management control and every work area must ensure that good housekeeping practices are an integral part of construction technique.

Construction waste material may not build up in the contractor's camp or be left on site

Site Requirements

Site lay out plan indicating:

- Access and security controls
- Site Office
- Lay down areas
- Parking
- Escape routes and assembly points
- FA
- Fire extinguishers
- Waste
- Facilities
- Storm water planning as applicable to works

22 Diseases Control Measures

All employees may be at risk of infection, or of spreading infection, especially if their role brings them into contact with blood or bodily fluids like urine, faeces, vomit or sputum. Such substances may contain micro-organisms such as bacteria and viruses which can be spread if staff do not take adequate precautions.

In order to restrict and reduce the risk of infection in the workplace. According to the recent SA stats the PC must have knowledge concerning HIV/Aids, TB, legionella bacteria, Hepatitis A and Coronavirus. The PC will:

- have systems in place that assess the risk of and prevent, detect and control the risk of infection
- designate a lead for infection prevention and control

- ensure sufficient resources are available to secure effective prevention and control of infection
- ensure employees, contractors and other persons who directly or indirectly provide work are provided with suitable information, instruction, training and supervision in the precautions to follow
- Information is obtained from and shared with other businesses
- Audits are carried out to ensure policies and procedures are being implemented
- A suitable and sufficient risk assessment is carried out with respect to prevention and control of infection
- ensure an appropriate standard of cleanliness and hygiene is maintained throughout the premises and that the premises are maintained in good physical repair and condition
- ensure appropriate standards of cleanliness and hygiene are maintained in relation to equipment
- ensure that a suitable cleaning schedule is in place and followed
- ensure there is suitable and sufficient hand washing facilities and antimicrobial hand rubs where appropriate
- ensure the supply and provision of linen and laundry is appropriate
- ensure suitable information on infections is provided to visitors, including the importance of hand washing by visitors
- ensure information regarding infection is passed on to any other person, as necessary
- ensure individuals who develop an infection are identified promptly and that they receive the appropriate treatment and care
- inform the local health protection unit of any outbreaks or serious incidents relating to infection
- ensure all staff co-operate with our control of infection procedures
- provide regular suitable training, including induction training to all staff on the prevention and control of infection

21.1.1. Coronavirus Controls

The Contractor shall establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating accurate media updates etc. The PC will ensure a COVID-19 Compliance Manager is appointed in writing. This employee taking on this role is responsible for developing the company COVID-19 OHS plan and Risk Assessment

The OHS Act also imposes a duty on employees to take reasonable care for their own health and safety and that of their fellow employees. For this reason every employer have to develop a COVID-19 Policy sign, dated and review date.

The Principle Contractor is expected to compile his Provisional Costing's and Budgets expected to derive from this Health & Safety Specification and the PC OHS Plan which will include Covid-19.

The Principle Contractor is required to record all systems implemented, controlled and handled.

The Principle Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The contractor shall include Covid-19 matters in his monthly report including statistics.

Reporting of incidents for regulatory purposes

- a) Participants must be informed to alert their contractor or Focal point immediately, if they suspect they have been exposed to COVID – 19 (symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness);
- b) If a participant is diagnosed with COVID – 19, the Responsible Manager must investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place;
- c) An incident investigation reports shall be completed, indicating all possible causes and corrective actions taken or proposed
- d) Reporting for purposes of public health, contact tracing, screening, testing and surveillance

21.1.2. Diseases from Sewer Works

A health risk management plan shall be defined for work on the active sewer line and the biological and chemical hazards associated with this.

Contractor must ensure the company provide or support occupational immunisations on a risk basis. Where workers are at significant occupational risk of acquiring a vaccine-preventable disease, the employer should implement a comprehensive occupational vaccination program, which includes a vaccination policy, current staff vaccination records, provision of information about the relevant vaccine-preventable diseases, and the management of vaccine refusal (e.g. reducing the risk of a healthcare worker transmitting disease to vulnerable persons). Employers should take all reasonable steps to encourage non-immune workers to be vaccinated. A vaccination program should be in place where there is a significant risk of exposure to Hepatitis A or Tetanus (eg, workers in regular contact with sewage)

Ensure the provision of hand washing facilities, showers, change rooms, equipment storage areas and eating facilities. Each first aid box shall include an eye wash bottle, for use with accidental sewer splash incidents.

21.1.3. Legionella Disease

If the PC use water tanks and hosepipes as per this draught period. The PC must have a written Control Plan and risk assessment for purification of water tanks for drinking water and use of hosepipes for dust and usage on site. This will be to prevent Legionella disease or cholera.

23 ASBESTOS

(Please note no asbestos was identified during tender stage. This item must be if asbestos is identified and needs to be removed)

23.1 Introduction

Asbestos products were very popular in the 1960, before all the associated health risks were known. Roof sheeting was made from a hardened mix of asbestos fibre. It has since been noted that rain runoff from these roofs included asbestos fibres in ground sampling. No rainwater harvesting can be done of asbestos roofs. The Asbestos Abatement Regulation of 2018, draft, encourages and promotes Asbestos Clients to remove the build materials and to replace it with safer products.

Before commencing with dismantling of asbestos roof sheeting:

- The person carrying out the work must be registered as Asbestos Contractor with the Department of Labour
- Asbestos material likely to become airborne must be identified
- Plan of work is developed, approved by an Approved Asbestos Inspection Authority and submitted to the Provincial Director/ Provincial Executive Manager. The Asbestos Client and the appointed contractor must sign off on the plan.

During and after the completion of demolition work

- Asbestos and asbestos containing materials are handled and disposed in accordance with the AR, Municipal Reregulation's and to a registered Hazardous Chemical Waste site.
- The waste manifest must show what, where and how much waste was removed and received at the Hazardous waste site.
- Storage of Asbestos before removal to the waste site, must be in a sealed waterproof container, marked accordingly and placed in a position where access is easy for the dismantling team, but public cannot be affected by the waste storage.
- Persons likely to be exposed to asbestos are provided free of charge with personal protective equipment. It should be noted that the personal protective equipment (PPE) must be effective to reduce the level of exposure to below the OEL for asbestos. Persons must be trained and informed on how to use the PPE's and the benefits thereof.
- Disposal of PPE must be done in a controlled manner and placed in the Asbestos waste system.
- Upon completion of the work the premises, structure or area must be checked to ensure that all asbestos waste is removed.

23.2 Notification of intent

General

If the result of the material identification is positive, a plan of work shall be drawn up describing the measures necessary to ensure the health and safety of the persons at the workplace and to prevent the emission of fibres in to the air.

It had been noted that the Contractor must treat the product as declared Asbestos. Sampling had been done, but confirmation may only be received late June 2022.

At least 30 days prior to the commencement of the demolition task, the written plan of work is submitted to an approved asbestos inspection authority for approval; the approved plan work which has been signed by the AIA is at least 14 days prior to commencement of such work send by registered mail or delivered by hand to the Provincial Director. The approved inspection authority may at its own discretion allow a shorter period of time for such submission. If an approved inspection authority draws up

the plan of work, in which case the stipulated time period shall not apply i.e., the 30-day period.

Please note that the inspector does not approve the plan but AAIA does. An inspector may stop the work if he/she deems it necessary.

Contents of the Plan of work

The plan of work should contain the following information:

- Name and addresses of the person who intends to conduct the demolition work to be carried out: Dismantling of asbestos roof sheets. The name and contact details of the person that is in charge of the work. Also, the name and contact details of any mandatory as well as the approved inspection authority that approved the plan of work and will take charge of air monitoring.
- The address and description of the building, machinery, equipment or structure, including size and age.
- Location and amount of asbestos-containing lagging and insulation present, e.g.:
 - Type of surfaces: Roof sheets
 - Interior or exterior
 - Approximate mass or volume
- Nature of work to be executed, e.g.
 - Alteration
 - Removal
 - Demolition
- Scheduled commencement and completion dates.
- Site preparation plans with special reference to:
 - Demarcation of the workplace
 - Safety notices
 - Temporary transit site for asbestos waste
 - Access control measures
 - Means of draining run-off water
 - First-aid
 - Fire-escapes
 - Work method and tools in use
- Procedures that will be employed to collect and dispose of asbestos-containing waste with specific reference to the collection, transport, and disposal procedures as well as procedures with respect to the protection of employees.
The name and address of the disposal contractor and the name and address of the disposal site must be furnished. Disposal certificates should be available for inspection purposes.
- Basic approach to control and minimize personal exposure with reference to:
 - Engineering control
 - Equipment used
 - Work practices
 - Hygiene facilities and practices
 - Air sampling

- Approved Inspection Authority
- Education and training, awareness
- Emergency procedures
- Signage
- PPE use, limitations, removal and disposal.
- Medical Monitoring

23.3 Methods for the Handling of Asbestos and Asbestos-Containing Material During Demolition Work

To ensure that asbestos fibres are contained during and after re-pairs or alterations to, or the removal of asbestos-containing material, the following methods can be used under controlled conditions as outlined below.

- Sealing/encapsulation
- Wet removal
- Dry removal
- Removal by high-pressure water jets
- Combination of the above methods

Sealing/encapsulation

Encapsulation refers to the coating of asbestos-containing materials with a bonding or sealing agent or to the creation of a permanent casing covering the affected area (e.g., false ceilings and walls).

This is not considered to be a permanent solution because the sealing agent used may deteriorate or become damaged; and when the building is renovated or demolished, the containment and/or removal of the asbestos fibers will require careful attention.

Selection of the encapsulation method depends on—

- the degree of protection required (e.g., is the area vulnerable to impact or abrasion);
- the toughness and flexibility required (e.g., does the surface require to be decorated).
- the temperature to which it will be exposed
- whether the adhesion of the asbestos containing material to the substrate is adequate; and
- whether the surface of the insulation or lagging is suitable for adhesion of the sealing agent.

Wet removal

Wet removal, i.e., the suppression of dust with water containing a wetting agent, is the most commonly used method for the removal of asbestos.

The asbestos containing material must be wetted throughout its entire depth and maintained in a wet condition. The most effective means of controlling asbestos dust is by completely saturating the asbestos with water, using a special device. This water-injection device, which one can make oneself, is inserted into the asbestos material beforehand. Water that has been treated with a wetting agent is allowed to seep into the material at low pressure. Once the material is thoroughly saturated, the device is moved to the next point. Several injection devices may be used simultaneously to save time. A garden spray is useful as a supplementary means of wetting the asbestos if it has not been saturated properly by the first method or if there are smaller jobs to be done. Once again, the water must be treated with a

wetting agent beforehand, and the spray must be directed straight onto the work. The saturated asbestos-containing material should be lifted off in sections and immediately placed in properly labelled containers and sealed. Abrasive techniques such as sanding should not be used because this will allow regulated asbestos fibres to become airborne.

During the removal process, all power to electric circuits shall be isolated and plugs, switches and other sources of electric current should be covered with waterproof protection so that water cannot penetrate to them. A means of draining run-off water from the workplace into containers for safe disposal is also necessary.

The disposal of collected fibres must be managed as Hazardous Waste.

Dry removal

Dry removal should only be considered when wet removal is impractical (e.g., in workplaces where water can damage equipment). This type of removal releases excessively high concentrations of regulated asbestos fibres and may contaminate "clean" areas. Because of this, very strict protection and decontamination measures are necessary.

The following measures are recommended:

- Fully isolate the workplace where the material removed is to be removed.
- Keep the workplace under a slightly negative pressure by means of local air extraction, filtration and dust collection to minimise the release of regulated asbestos fibres to surrounding areas outside the isolated workplace.
- Remove material in small pre-cut sections.
- It is not recommended that power tools be used, SEE REGULATION 15 (1) (f) but if they are used, dust extraction, filtration and collection systems are necessary. Angle grinders or similar high-speed cutting tools should not be used because of the large quantities of dust created by equipment of this nature.
- For general cleaning, use vacuum-cleaning equipment with a filtration efficiency of 99% for particles of one micrometre in size.
- The removal procedure consists of pre-cutting and then lifting the small pre-cut sections of asbestos-containing lagging/insulation off the surface of the structure. This waste is then enclosed in two impermeable bags, one inside the other, or similarly effective containers properly sealed to prevent the escape of dust during handling.

NB: Asbestos fibres can be carried by water mist.

23.4 EXECUTION OF WORK

Whether the nature of the work involves repairs or alterations to, or the removal of, asbestos-containing materials, the employer shall take the following precautions.

Regulations

The employer shall comply with the requirements of the Occupational Health and Safety Act, 1993, and the relevant regulations, specifically AR GNR 155,

Respirators

The employer shall—

- provide employees with respirators approved by the chief inspector for use when working with asbestos. A sufficient quantity of respirator filters approved for asbestos shall be provided so those employees can change filters during the workday. A filter should preferably not be used for a period longer than one workday. The respirators shall be

issued on a personal basis and arrangements shall be made for the regular inspection and servicing of the respirators;

- instruct and train employees in proper respirator use and ensure that filters and respirators are protected from exposure to asbestos prior to use; and
- ensure that employees wear respirators in the workplace at all times, and that respirators are properly fitted.

Protective Clothing

The employer shall-

- provide suitable protective clothing for his employees. Suitable clothing comprises overalls or similar full-body protective clothing with head covering and gumboots. Such clothing may be disposable, washable for re-use or may alternatively be suitable wet weather gear that can be hosed down;
- undertake or arrange for the disposal or laundering of protective clothing. Where a contract laundry is employed, care shall be taken that the contractor fully understands the precautions necessary for handling asbestos-contaminated clothing; and
- ensure that protective clothing is removed from the premises only for laundering or disposal and then only if suitably packed in a sealed impermeable container, and that it is clearly labelled with a warning label as containing asbestos-contaminated clothing.

Decontamination facilities and personal hygiene

- The employer shall set up decontamination facilities outside the workplace for the exclusive use of employees exposed to asbestos. These facilities shall consist of a "clean" change-room, toilet/shower facilities and a "dirty" decontamination change-room with vacuum-cleaners for the preliminary de-dusting of protective clothing.
- All employees without exception shall—
 - a. remove personal clothes in the "clean" change- room and put on clean protective clothing, gumboots, and respirators before entering the work- place; and
 - b. use the vacuum-cleaning to re-dust before the protective clothing and gumboots are removed in the "dirty" decontamination change room when leaving the workplace. While still wearing their respirators, the employees should proceed to the showers and only remove their respirators while showering. All showering must be done using soap and water.
- Employees shall not eat, drink, or smoke in the workplace. Before eating, drinking, or smoking, employees shall first comply with paragraph (b)(ii), and before re-entering the workplace employees shall comply with paragraph (b)(i).
- All other persons entering the workplace shall wear approved respirators for asbestos as well as protective clothing and footwear. Before leaving the workplace, they must comply with paragraph (b)(ii).
- All contaminated clothing and footwear shall be left in the decontamination change-room and should be immediately stored in suitable containers prior to disposal or laundering. Contaminated respirators that are removed in the showers must be removed after being washed down and stored for disposal or made good for re-use. The collection of protective clothing, footwear and respirators shall be strictly controlled.

Workplace isolation and preparation

The employer shall—

- where practicable, isolate the workplace for the duration of the work by completely sealing off all openings to and fixtures in the workplace, such as doors, windows, ventilation ducts and lighting. Strong plastic sheeting, with all joints carefully sealed, which is taped securely in place, provides an effective form of isolation.
- provide double barriers of plastic sheeting or other suitable means (air locks) at all entrances and exits to the workplace so that the workplace is always closed off by one barrier when employees enter or leave;
- post signs conspicuously, prohibiting people from and warning them against entering the workplace;
- before work is begun, vacuum-clean all removable items and equipment that are not attached to asbestos-containing material, remove them from the workplace, and only return them to the workplace after the work has been completed and the workplace has been decontaminated;
- vacuum-clean and then cover all non-removable items and equipment in the workplace with plastic sheeting that is taped securely in place or by other suitable means;
- after complying with paragraphs (a), (b), (c), (d) and (e), remove all detachable equipment as well as other items that are attached to asbestos-containing material and clean them before enclosing them with plastic sheeting. Such items and equipment shall be returned to their proper place only when the work has been completed and the workplace has been decontaminated;
- remove all air filters from air-conditioners and ventilation equipment and place them in impermeable bags or similarly effective containers that are sealable for disposal (the outside of all containers shall be cleaned before leaving the workplace); and
- establish emergency and fire exits from the workplace and ensure that employees are informed of emergency procedures, which procedures shall have priority over all other procedures.

Disposal of waste

- Work procedures shall be applied to small sections of the workplace at a time. Before beginning the next section all asbestos waste shall be collected from the section where work is currently in progress and placed in impermeable plastic bags or similarly effective containers. Before leaving the workplace, all containers shall be cleaned on the outside and labelled, and, in the case of bags, the bag containing the waste shall be placed in another clean bag, sealed and labelled.
- All plastic sheeting, tape, cleaning material, clothing and all other disposable items used in the workplace shall be placed into impermeable plastic bags or similarly effective containers, before leaving the workplace all containers and bags containing asbestos-contaminated materials or items shall be dealt with as in paragraph (a) above,
- The detailed arrangements for asbestos disposal shall be agreed upon with the appropriate local authority. The waste shall be disposed of only on waste disposal sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989 (Act 73 of 1989). Waste shall be deposited in such a manner as to minimize dust dispersal as well as the need for further disturbance of the waste. The waste should be covered with at least 200 mm of sand or other suitable material capable of forming a seal to prevent the dispersal of dust. No waste should be left uncovered at the end of a workday.
- Liquids or sludge containing asbestos shall be collected in collecting-tanks from where it may be pumped into sealable drums or closed type tanker for transit to the waste disposal site. Transport and disposal must take place in such a way that there is no risk

of the material drying out before it has been disposed of and covered as provided for in (c) above.

- High density materials such as asbestos cement, plastic materials containing asbestos, etc. are not likely to release asbestos dust when tipped. However, a hazard may arise if the waste is subjected to pounding by vehicles passing over it, and the waste should therefore also be covered as described above, although the requirement for daily covering may be dispensed with.
- All vehicles, re-usable receptacles and covers, which have been in contact with asbestos waste, shall be cleaned by a dust-free method.
- The employer concerned with the collection, transport and disposal of asbestos waste is responsible for complying with the provisions of the Occupational Health and Safety Act, 1993, and the regulations.

Further:

- Appoint a competent Asbestos Removal manager.
- Ensure compliance with the Asbestos removal plan and SANS 0228 and 0229.
- Manage the requirements for a Respirator Zone.
- Update all records, proof of compliance, Inspections.
- Must be able to prevent spills and airborne risks.
- Ensure continued refresher training for employees and risk control focus.
- Ensure co-operation with PC: Close windows during this work which is going to occur in a common path of travel: Co-ordinate time frame, progress and public access risks. (AR 13.)
- Have a relevant emergency escape plan.
- Will keep records and manage records as per AR 16.
- Will provide a work at heights FPP.
- Ensure that the H&S Committee has proof of all the controls planned for in the applicable Asbestos plan.
- All work must be done in controlled conditions. (AR 11 & 13)
- Provide employees with safe work facilities.
- Provide a smoking zone off site in controlled conditions.
- Have an emergency procedure for failure of controls?
- Post works the OHS File with all the licenced contractor's data must be given to the PC for return to the Client post works, this includes the waste manifest.

24 NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients OHS Spec or PCs H&S Plan; the PC shall have no claim for extension of time or any other compensation.

25 HEALTH AND SAFETY FILE

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan, COVID-19 Plan and the relevant construction risk assessments as referred to above. Other relevant information includes but not limited to:

- a) Client Site Specific specification and HIRA
- b) PC appointment letter
- c) 37.2 Mandatory agreement

- d) PC approved OHS Plan and approval letter
- e) OHS Administrative statutory documents:
 - Valid Letter of Good Standing with the Workmen's Compensation Commissioner
 - UIF
 - Notification of Construction works
- f) OHS Policies and procedures signed by the CEO, dated with a review provision.
- g) Organogram with appointments, competencies and statutory registrations
- h) HIRA for proposed site activities and works
- i) Safe work procedures / Methodologies/ Plans: inclusive of but not limited to:
 - Demolition plan
 - Noise reduction plan
 - Dust control
 - Demolition and other Waste management plans
 - Prevention of water to works
 - Facility management and planning for safe access to the works areas.
 - FPP and Fall Arrest Plan done by a competent person
 - Asbestos Plan
- j) Induction program
- k) Training and toolbox talks. Upliftment of competency requirements as required for this works
- l) Inspection registers with appropriate policies and procedures
- m) Emergency management, contact numbers and coordinated emergency plan taking large tenant environment into consideration.
- n) Hazardous Chemical management
- o) Construction environmental management system
- p) Laws and Regulations
- q) Communications
- r) OHS Committee
- s) Sub-Contractor Management
- t) Employee medical monitoring:
 - OHS Medicals fit for work
 - Employee ID; s
 - Assessment for work at heights
 - Ergonomic surveys
- v) Incident Management:
 - Procedures
 - General monthly incident management register
 - Annexure 1
 - COIDA forms
- u) Audits
 - Internal
 - Subbie Audits
 - CHSA Audits and Inspections
 - CR. Inspections as noted under Cr. 11. 12. 13(e) 14. 16. 17. 19. Relating to competency and quality.

26 PROJECT CLOSE OUT REQUIREMENTS

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. On completion of the project, a consolidated health and safety file

consisting of the following documents but not limited to, shall be submitted to the client appointed CHSA:

- The H&S Plan and the approval by Client;
- PC Appointment Letter;
- Mandatory Agreement with Client;
- Notification of Construction work and Confirmation letter from DOL.
- Record of Competencies (CVs) and appointments(close out of appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures and specialized plans;
- Emergency and Injury Management (Accident Stats and Investigations);
- Medical surveillance records;
- Registers and Checklist;
- Internal H&S Audit Reports;
- Contractor H&S Audit Reports;
- Non-Conformance Reports; and
- Any other documents which may be required by the appointed CHSA.

The file must be submitted for close out and sign off by the CHSA, and then submitted with a performance close out report to the Client for storage as per the Principal Agent.

ANNEXURE A

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH (Detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (Supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (List number and details, attach reports)		
6	NON-CONFORMANCES (Closed out or active)		
7	CONTRACTORS (list, approval status)		
8	AUDITS COMPLETED (internal and external)		
9	CRITICAL ISSUES		

10	GENERAL	

Health and Safety Officer: _____

Signature: _____

Date: _____

Construction Manager: _____

Signature: _____

Date: _____

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT												
CLIENT / EMPLOYER			EASTERN CAPE DEVELOPMENT CORPORATION									
PROJECT / CONSTRUCTION SITE & EXACT LOCATION OF THE WORKS			ECDC REGIONAL OFFICES IN MTHATHA									
Scope: Renovations: working at heights, roof work, ceiling installation, excavations, paving, installation of windows and doors, Painting												
Hazard & Risk Identification			Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating						
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
SITE SPECIFIC RISK ASSESSMENT												
	Notification to DOL: Notification of Construction Work	Principal Contractor not submitting the required documentation 7 days before planned work commencement. Plan not to specification and baseline HIRA. Client information delays Repeated assessments delaying approvals	Project delays, lost costs.				Principal Contractor to begin with document preparation immediately after formal appointment and ensure completed notice to DOL in the SHE File. PC to use the Client specification for plan format and content. Focus on project scope and risks.					Manage
1	Gaining access to site. OHSa Site establishment. Transit to site.	Restricted access to site: Site camp placement and control over employee movements: (Parking and/or delivery areas for materials, PC facilities. Impeding hospital functionality, Fencing replacement areas may have snakes, slip and fall risks, ticks, spiders. Driving accidents.	Impact on Client activities if route is blocked. Fatality due to pedestrian incidents, patient care delays. Loss of finance, time, reputation and Project.	4	4	16	Ensure safety of employees driving to sites. Proper layout of site by Construction Manager, taking into consideration all Transport plant and material movements and storage on site. Construction Manager to check layout Drawing to compare with the requirements of the OHS Act and other relevant regulations. PC to liaise with end-user management. PC workers to be identifiable. Proper PPE for works: check for hazards such as dogs, snakes, insects or security risks in fence replacement areas,	2	2	4	N/A	Manage by doing a planning and proper works inspection and planning for safety of employees, end user clients and other stakeholders.
2				4	4	16			3	6	8.1 & 8.5	
3	Site security and safeguarding	Lack or absence of access control. Inadequate security controls. Loss of client documents and processes. Fire Lack of Covid monitoring at access point. Lack of facilities. Public Liabilities.	Impact on Client activities if route is blocked. Fatality due to pedestrian incidents, patient care delays. Loss of finance, time, reputation and Project.	5	5	25	Security to be placed at entrance. Plan works: No smoking in works areas, supervision, work scheduling. Identifiable worker overalls. Symbolic safety signage. Covid warning and monitoring: Signage that states: DO NOT ENTER IF SYMPTOMATIC:TEST. Do not obstruct Hospital traffic during gate house and gate works: do a TMP.	3	3	9	Principal Contractor	Manage and control. Evidence based site diary, labour controls and DSTI's.
4	Storage of flammables GSR 4 & CR25	Unsafe storage of flammables. Mixing polymers, combustibles and flammables' Public liability. Failure to have a working fire extinguisher. Failure to id hazards	Risk of fire, explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Serious damages to property.	5	2	10	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight. Access control to stores. Signage and warnings HCS Supervisor / Controller to be designated in writing. Induction of workers and visitors. No smoking.	3	1	3	Principal Contractor	Monitor.
5	Electrical Installations Temporary electrical installations CR 24 and ER, EMR	Incompetent and/or unregistered electricians. Incorrect/unsafe installations. Damaged cables. Exposed wires. Failure to ensure lock out and dead conditions on major electrical servers: Generator, UPS and E. Supply. Lack of lock out. Underground and overhead services.	Electrocution, fires. Serious damages to property. Serious injuries, possible fatalities. Loss of property, finance, time and contract.	4	4	16	Installation to be done by a competent registered electrician or registered electrical contractor. Electrical Installations Inspector to be designated in writing. Registered at DOL. PC to ensure dead conditions prior to work activity and demolition. Lock out procedures as required. COCs and lock out where required.	4	1	4	Principal Contractor	Proceed with care. Temporary Electrical Installations Inspector to monitor and control.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
6	Availability of basic facilities and emergency services / equipment. CR. 29, 30.	Not having the essential services readily available. Not having a plan. Not co-ordinating plan with hospital, not communicating plan, not doing exercises. Lack of competency. Lack of privacy. Lack of hygiene controls	Worsening of first aid injuries. Detrimental health to employees. Spread of fires, disease and increased incident risk. Loss of reputation, life , moneys, contract.	4	3	12	Plan, Provide and Implement. Practice. Ensure that exercises are done to check that a plan is relevant and review emergency risk daily in DSTI's. Ensure accommodation of guards working in the direct construction works areas: Barricade and enclose construction works areas where possible and ensure employees are identifiable to the PC employing them. No wandering around any hospital grounds.	3	2	6	Principal Contractor	Monitor.
7	Public safety OHS& 8.	Lack of safety hoarding and works controls. Lack of managing deliveries. Lack of access control.	Injuries to persons and /or the public. Public liability / court claims. Transmission of Virus, death. Loss of time, reputation and monies.	4	4	16	Induction of workers and visitors. Symbolic safety signs and notices. Overall reflector strips and PC marked. Work scheduling and traffic routes planned and controlled. Covid 19 controls. Identity of company employees work for on overalls. Worker controls.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times. HIRA reviewed and updated.
8	Designation of laydown areas	Sites are spread out: Traveling risks, inadequate space various materials will be stacked on top of each other causing unstable stacks. Lack of cleaning of material and equipment, poor maintenance and control of areas. Lack of proper laydown and batching areas.	Unstable stacks of materials may fall onto persons resulting in serious injuries / even fatality. Covid 19 transmission. Theft and stock losses.	5	4	20	Plan for Traffic routes to sites. Transport workers safely. Follow Traffic laws. Laydown areas to be sufficient in size and controlled. Hoarded. Timber poles and/or other suitable base material to be available to stack materials on. Laydown areas to be of firm level ground. Laisse with Client and plan. Do not allow rubble, deliveries to crowd access or build up. Do not obstruct hospitals/ clinics access and operations.	5	1	5	Principal Contractor	Monitor.
9	Condition of ablation facilities.	Illegal facilities: pit latrines. Lack of facilities. Unclean and unhygienic ablation facilities. Non-ventilated ablation facilities. Mosquitos and odour Not tied down and secured. Nor placed on solid ground..	Possible health problems due to propagation of germs. Hep A & C. Injuries. Loss of time, reputation and monies.	4	3	12	Toilets are to be well ventilated and kept clean and hygienic at all times. Water for washing of hands to be readily available. PC to discuss porta loo from registered supplier or building ablutions and connecting into structural sewer as arranged with PA	3	2	6	Principal Contractor	Monitor.
10	Poor waste management	Poor waste management on site. Poor housekeeping. Build and domestics waste build up. Rats and stray animals.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Good housekeeping and waste disposal always in work areas and laydown areas. PC will have to ensure that rubble is correctly timorously disposed off.+ Domestic waste to be removed daily.	2	2	4	Principal Contractor	Require a waste disposal Method statement.
	Selection of workers / staff for site	Employees medically unfit and incorrectly placed for job categories. Vulnerable employees. Fear of reporting illness and incidents, Language barriers, Ill health.	Accidents resulting in injuries and/or damage to property. Loss of contract.	5	5	25	Educate and respect. All employees to have medicals done before commencing work on site. Employment of local labour to be done in accordance to issued specification relating to the matter. Ensure communication without victimization. Employees to complete one project at a time.	3	3	9	Principal Contractor	Proceed with care. Remedial actions to be taken at appropriate times.
11		Incompetent staff appointed on project. Lack of police clearance certificates	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Skilled staff to have proof of competencies available. Appointed contractor to ensure all qualifications of staff are verified before appointment for project.	3	2	6	Principal Contractor	Do Training on work scope before work commences. Build competency.
		Lack of adequate staffing for work Lack of Statutory compliance UIF, COIDA, POPIA and Contracts.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	All staff to be inducted for site before work commences. Contractor to ensure induction is project specific. Every one coming into the site for the first time must be inducted (Visitors). Staff to have COIDA, Contracts and Offensive training needs analysis is done and improve relevant competencies. POPIA.	5	1	5	Principal Contractor	Proceed with care. Additional control is advised.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c	1d.	2a.	2b.	2c.	3a.	3b.	3c.	3d.	3e.	3f.
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
*RPN - Risk Prioritization Number												
WORK SPECIFIC RISK ASSESSMENT												
	Use of hand tools	Sub-standard and unsafe hand tools; Incorrect use. Lack of hygiene, lack of maintenance, lack of training, lack of PPE suited to the task: provision and implementation.	Injuries. Loss of time, finance, reputation.	3	5	15	Train, supervise and provide tools in good condition, checks/inspection registers, control, training.	2	3	6	Principal Contractor	Monitor.
1	Use of portable power tools and generators, compactors.	Sub-standard electrical power tools and incorrect use thereof. Lack of hygiene. Tripping client operations. Using broken extension cords, pulling at cords over water and sharp objects. Lack of machine guarding.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Train. Supervise. Purchase standards. Control, checks, issue and inspection registers to be completed, Training, emergency action / plan, COC's for compliance. Machine guarding. Industrial use extension cords. Control of equipment in adverse weather. Control on leads.	3	3	9	Principal Contractor	Monitor.
2	Loading and Off-loading	Unsafe offloading of material and unsafe material stacks; Heavy objects and manual handling; Shortage of persons for task; Vehicle accidents, throwing bricks. Lack of external inspections on lifting equipment. Impeding hospital traffic flow.	Injury and loss of finance, reputation and contract.				Adequate number of workers for the task at hand; Proper training and induction on manual handling techniques; PPE and adequate supervision; Use designated area for offloading, stacking and storage of material. Plan. Ensure external checks on all lifting material as required legally. Plan for gate house works, gate repair work, lying tracts for gate mobilization not block hospital/clinic traffic flows.				Principal Contractor	Site layout plans should be used check delivery impacts.
3				4	4	16		3	3	9		
4	Stacking and storage	Improper stacking and storage, Theft, Damage, Impeding hospital operations.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	4	16	Plan for material storage, Good housekeeping; Competent Stacking & Storage Supervisor; Demarcated material laydown areas; Stacking and storage inspections; Hoard of areas.	3	2	6	Principal Contractor	Monitor. Do DSTI's
5	Lifting operations: Off loading from trucks for materials: Bricks, Cement, fencing, gates.	Falling of suspended loads due to equipment failure causing serious injuries / fatalities, property damage, production loss. Manage and maintain hygiene off equipment used by multiple people	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	4	20	Load testing and inspections; Inspection registers & load test certificates; Control by equipment identification, replace defective equipment; Accredited training per category/unit standards of Lifting machines. Ensure site areas for material deliveries .	3	3	9	Principal Contractor	Monitor and Plan.
6	Working in Elevated Areas / Heights CR. 10 and 16 GSR6. SANS 100085.	Unsafe / incorrect use of ladders / scaffolding; Not building on level ground and not using scaffold board for bases. Poor erection of scaffolding; Non-Use of Recommended FAS; Lack of Edge Protection;	Falling from height resulting in serious injuries or fatality; Scaffolding collapse leading to multiple serious injuries or fatalities, damage to property and production loss.	5	4	20	Comprehensive fall protection plan developed by a competent fall protection plan developer; Competent scaffold erectors and inspectors; Proper erection and inspection of all scaffolding; Work at heights training and competency; Adequate supervision;	3	3	9	Principal Contractor	NO USE OF TRETTLES AT GUARDHOUSE CONSTRUCTION PROJECTS.
		Falling objects. Ill employee. Weather: lightning, high winds and rain. Poor housekeeping. Poor control of loads. Wroten wood trusses and roof sheeting.	Objects falling on workers below, resulting in serious head injuries and Equipment/tools damage. Falls and slips, fall through.	5	4	20	Installation of nets and toe boards; Worker training and induction; Regular tool box talks; Identification of "no go areas" and putting up warning signage; Provision of hard hats and other PPE, DSTI's and control off loads	3	3	9	Principal Contractor	Control and assess.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c.	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
7	Excavation Work Cr 13 GSR 7. Earthworks and excavation works in the bill. Note that plant HIRA addresses risk that a TLB may have to level access areas.	Use of heavy equipment on site to excavate; Incompetent operators; Poor visibility; Underground or overhead services. Obstruction of Hospital/ Clinic traffic.	Loss of life. Loss of material, time, finance, reputation: Public liability risks.	4	4	16	Appoint competent Excavations Supervisor; Fit and competent operators to be appointed for the job; Workers to wear high visibility clothing at all times; Worker training and induction; Regular safety talks; Workers to stay clear of heavy machinery; Dust control measures to be in place;	3	3	9	Principal Contractor	High priority remedial action. Implement additional (secondary) controls immediately.
		Working beneath structures, near trafficked areas; Fence holes near embankments; insects, snakes		4	3	12	Workers keep a safe distance from each other when using picks and shovels; Induction and clear work instruction; Inspection of excavations at appropriate intervals; DSTI's Adequate supervision;	2	2	4	Principal Contractor	Monitor
		Open trenches / unprotected excavations. Soil conditions and depth and size of excavation location.		4	4	16	Open trenches and excavations must be kept to a minimum where possible; Monitoring and barricading of excavations with suitable protective material; Proper instruction and warning signage; Ensure care with services and plan accordingly.	3	3	9	Principal Contractor	Monitor.
8	Excavation Work (Cont.)	People & vehicle / plant movement in close proximity to excavations. Impeding hospital/clinics	Loss of life. Loss of material, time, finance, reputation. Public liability risks.				All excavations deeper than 1.5m shall be adequately shored and braced if not sloped; All excavation areas to be barricaded until backfill is complete; Daily Excavation inspections to be conducted before work commences by the appointed inspector (CR13(1)(a)); Checklists to be handed to safety officer for filing; Warning & prohibition signage to be installed at access to excavation. Restrict access to excavation area only to authorized persons & plant .	5	3	15	Principal Contractor	Deep excavations are not anticipated for the project: Monitor.
9	Existing Services	Not being aware of existing services (i.e. Electrical and data cables; water and sewer lines)	Damage to existing services; Power cuts, flooding and sewer spillages; Coming into contact with live electrical services may result into electrocution causing serious injuries or even fatality;	5	4	20	As-built drawings and drawings for existing services; Induction of workers and proper work instruction; Wearing of non-conductive gloves when exposing services by hand; Competent operators; Adequate supervision;	5	3	15	Principal Contractor	Reworks inspections.
	Operating of Heavy Construction Vehicles and Mobile Plant on site: Not anticipated: however should a TLB be needed to level gate tract area< Plant included in baseline. Concrete mixer	Failure to inspect vehicles and mobile plant; Faulty vehicles and plant; Lack of access and route planning	Equipment failure resulting in serious injuries or fatalities, asset damage and production Loss	5	4	20	Daily pre-use inspections by drivers and operators; Maintenance plans / schedules and implementation; Induction of workers and visitors; Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)	4	2	8	Principal Contractor	Monitor
10		Incompetent and unfit operators; Not planned deliveries, no traffic controls	Vehicle and plant collisions resulting in serious damage to property and loss of production; Workers / visitors being bumped or run over by vehicles and plant resulting in serious injuries or even fatality;	5	3	15	Operator to be inducted & appointed in writing. Proof of medical fitness to be available; Proof of competency and licencing to be made available prior; High visibility clothing and alertness to the immediate surroundings; Site access is restricted with DoH needs. PLANNING.	2	3	6	Principal Contractor	Monitor.

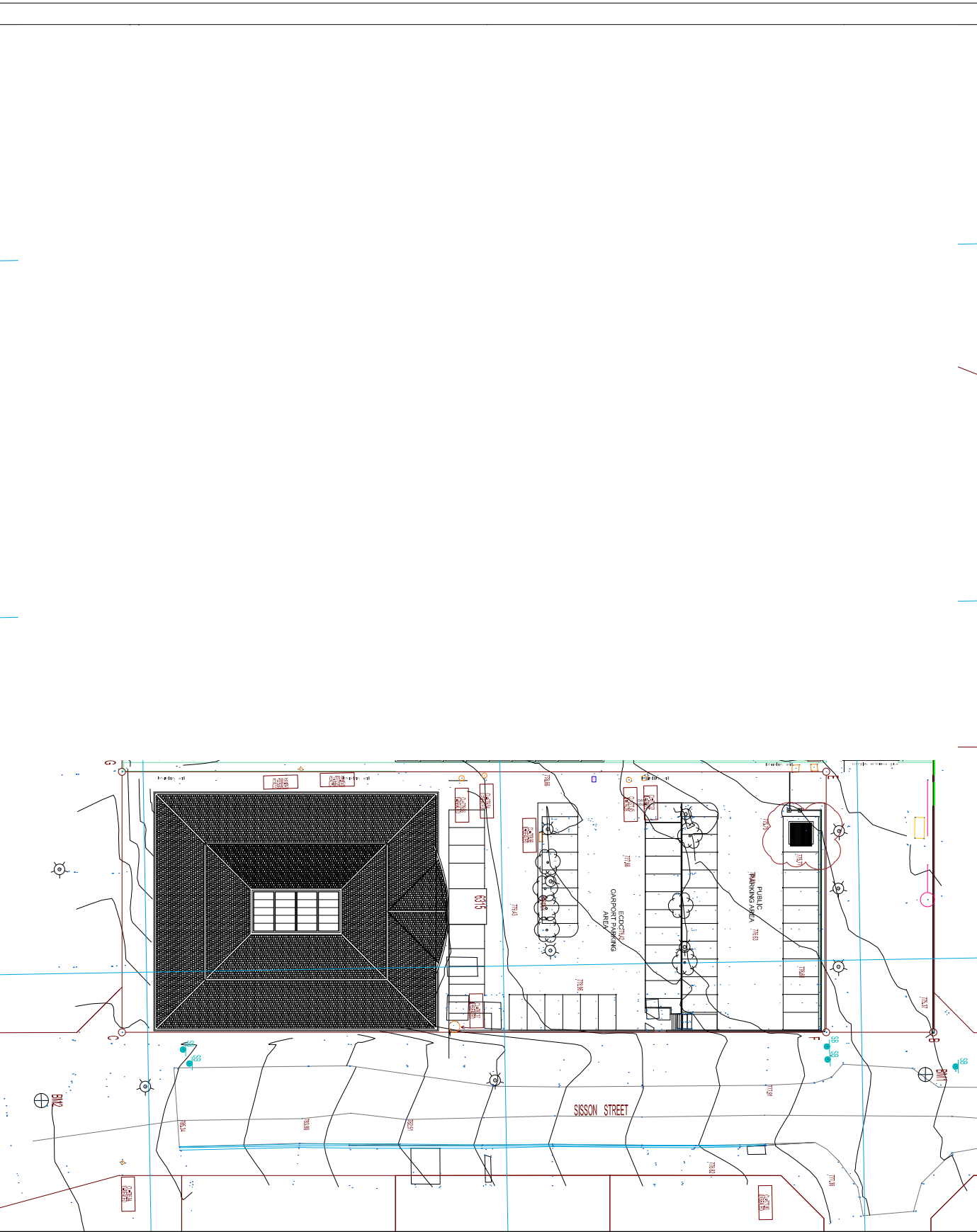
Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
11	Temporary Works CR. 12 Minor: Planting poles, gate support areas.	Poor or no temporary works designs; Incompetent Erectors and /or Inspector; Poorly erected temporary works; Incorrect supports	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	3	12	Competent appointed person/s to design, supervise, inspect and approve temporary works must be appointed; Temporary works designs to be made available; Training of temporary works erectors; Regular safety talks and adequate supervision; Inspection of temporary works as prescribed;	3	3	9	Principal Contractor	Monitor
		Not following bending schedules, design drawings and specification. Lack of PPE use: Hand and eye protection	Injury. Loss of work, costs, project.	3	5	15	Daily removal of offcuts/ left over steel: daily tying of stacked/ stored material; Create level pathway to job; Compaction, PPE. Supervision and quality controls.	2	2	4	Principal Contractor	Monitor
13	Concrete Work- General (Vibrating concrete) Hand Mixing and minor batching	Failure to follow concrete design, failure to mix on mixing boards, contamination due to organic matter, Failure to build a bind wall to prevent cement water run off, environmental contamination, Failure to provide a waste bin for cement bags, environmental pollution. Skin sensitivity and allergies. Lack of PPE Concrete splash from vibrating, operating the poker; Noise.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Educate. Plan. Build a minor batching plant for mixing on site concrete. Follow mix design and specifications. Good housekeeping. Medicals. Use correct PPE issued on the "PPE Schedule" : Dagga boots, Overalls, Hand protection, Eye protection. Operator self check for PPE; Supervisor to ensure and control; Machine guarding. Bund wall to prevent run off. Mixing platforms. Bins for cement bag waste disposal.	2	2	4	Principal Contractor	Action and monitor,
		Brick Work and Paving Brick work:	Injury to workers	3	5	15	AS per Concrete mixing: general. SUPERVISION TRAINING.	2	3	6	Principal Contractor	Monitor
14		Stacking or Placing bricks at work - Bricks falling over, brick could cut skin	Injury to parts of the body. Ergonomic hazards	3	5	15	Proper and safe stacking of bricks; Use of correct PPE; Regular toolbox talks Adequate supervision;	2	3	6	Principal Contractor	Monitor
		Supplying mortar to bricklayer; Brickwork's to walls - faulty hand tool, poor standard of scaffolding or trestles	Injury to parts of the body	3	5	15	Use of correct PPE; Good standard of scaffolding/ trestles, tools in good condition;	3	3	9	Principal Contractor	Monitor
		Cutting Bricks or Pavers with grinder	Injury to eyes, fingers, hands, legs and feet	4	5	20	Use correct PPE. Only competent persons working with grinder, Ergonomics while cutting bricks use bench work.	3	3	9	Principal Contractor	Monitor
		Placing window, door frames, and lintels - Falling frames and lintels; throwing bricks	Injury to workers, possible serious injuries;	4	4	16	Checks to be done to confirm that windows and door frames are well stayed; Use of correct PPE; Supervisor to monitor and control;	3	3	9	Principal Contractor	Monitor
15	Emergency planning and response CR. Requires emergency planning for high risk work. Potential for emergency: Accident due to impact on hospital vehicle access, pedestrian incidents, snake bites, tick bite fever, Covid 19 outbreak, Unrest.	Fire, collapse of structures, delay in patient care, theft, fatalities, Covid outbreak. Hospital emergencies. Outages. Public complaints and unrest. Loss of public property, records, collisions due to work at entrances.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Plan for when things go wrong: Appoint emergency coordinator, display route plan to assembly areas. Ensure access to these areas. Have emergency and relevant role players contact numbers. Co-ordinate with Hospital/ Clinic manager. Build relationships with Police and relevant service providers. Plan for project continuity. Plan to prevent incidence. Have incident procedures. Competent FA to be on site at all Times.	3	3	9	Principle Contractor.	Fire prevention method statement.

Hazard & Risk Identification				Raw Risk Evaluation			Risk Control Measures & Residual Risk Rating					
1a.	1b	1c	1d.	2a.	2b.	2c.	3a.	3b	3c	3d	3e	3f
S/N	Work activity	Hazard	Consequential Risk / Possible Accident / Ill health to persons, fire or property loss	Severity	Likelihood	RPN*	Risk Control Measures	Severity	Likelihood	RPN*	Responsible Party/ Person	Remarks
	Contractor Management	Unapproved contractors on site. No COVIDA. Lack of competent oversight by PC.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;				Section 7 of construction regulations must be implemented. PC is accountable for all employees, subbies, labour, SMME conduct on site. Induct.				Principal Contractor	Implement controls
16				5	4	20		3	3	9		
	POPIA	Not having a policy and protocol for personal information management, not getting permission from individuals.	Legal non-compliance; Risk to Client and project; Stoppages due to non-compliance;	5	5	25	POPIA procedure and protocol given to all. Getting signed agreements with employees on file.	3	2	6	Principal Contractor	Implement controls
17												
	Employee development	Not implementing SHE Policy or plan. Not informing. Not respecting or caring	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	5	5	25	Do needs analysis and train on the ground according to community capacity and understanding. Respect employees contractually, supervise and provide for employee needs,					Construct in a positive OHS culture.
18												
	HBA Regulations and medical monitoring	SARS Cov 2, Hep A,B,C, HIV, TB, Mal nutrition, lack of hygiene, Stress, Noise, Dust, Absenteeism, Alcoholism.	Loss of life. Loss of material, time, finance, reputation. Public liability risks.	4	5	20	Educate and inform on health issues and impacts. Use posters. Provide condoms. Monitor employee well being. Fit for work certificates. Have a register for medical monitoring. Build trust and communication.	3	3	9	PC	Educate and co-operate with local clinic . Stay informed.
19												

C4 – SITE INFORMATION / DRAWINGS

C4 – Site Information / Drawings

(See Attached)



NET POSITIVE AIR REQUIREMENTS
ALL ROOMS TO COMPLY WITH ASHRAE 62.1-2019
OCCUPANCY CLASSIFICATION AND OUTDOOR AIR FLOW

ALL ROOMS TO BE NATURALLY VENTILATED

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE ARCHITECT AND SHALL BE SUBMITTED TO THE CLIENT FOR APPROVAL.

STRICTLY REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR
CONSTRUCTION DETAILS AND NOTES

Rev	Description	Date
B	Proposed preliminary construction details	13 Sept 23



Project:
PROPOSED Reinfurbment of NDALO Flats Withina

Owner:
Eastern Cape Development Corporation



bc ARCHITECTURE DESIGN STUDIO
222 BROADWAY ST
SUITE 100
VICTORIA, BC V8W 2E1
TEL: 250.363.1111
WWW.BCARCHITECTUREDESIGNSTUDIO.COM

Name of Professional:
Suzanne Macgregor M.A.
Signature: _____
Date: _____
Stamp: _____

Drawing Scale:
Preliminary SITE PLAN

for COSTING

Project No: EDCO-2023-15

Scale:	1:250	Drawn By:	BC
Date issued:	14/09/2023	Checked By:	BC
Drawing No:	EDCOSPPR 0.001	Revision No:	B

THE PROTECTION REQUIREMENTS:
* ALL WORK TO COMPLY WITH SABS 8001.

ALL ROOMS TO BE NATURALLY VENTILATED

ALL GLASS WINDOWS, BEAM SPLITTERS, GLASS COLUMNS AND STRUCTURAL WORK TO BE DETERMINED BY STRUCTURAL ENGINEER AND APPROVED BY SABS 8001

STRUCTURAL REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR COLUMN, BEAM AND LAYOUTS



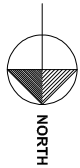
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Client Name: _____



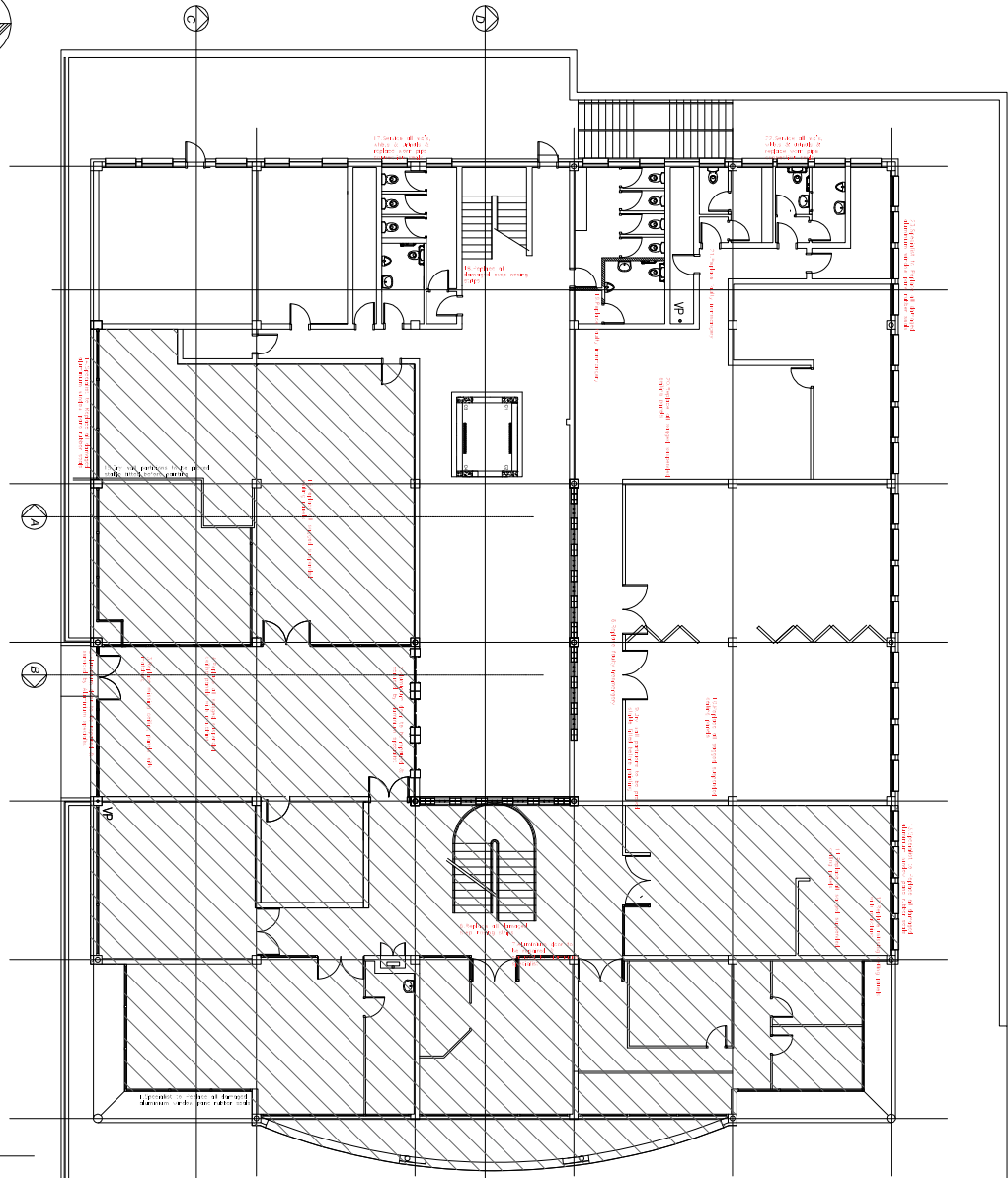
Name of Professional:
Signature: _____
Stamp: _____
Date: _____

Drawing Title:
Upper Ground Floor

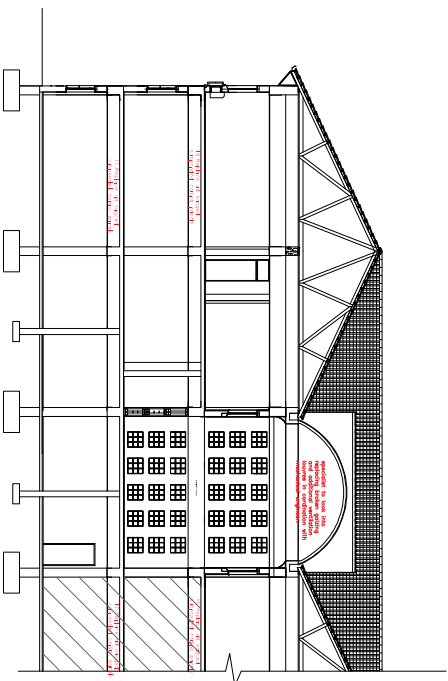
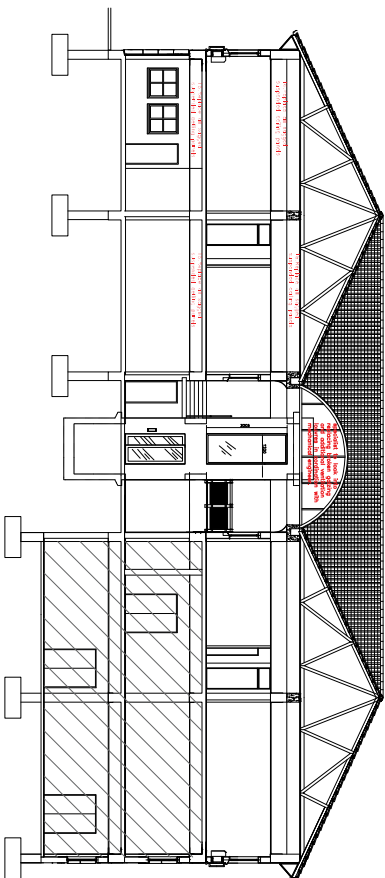
Project No: EDCD/INFRA/03/06/2022
Scale: 1/100
Date Issued: 01/01/2020
Drawing No: A/01



UPPER GROUND FLOOR PLAN



- GENERAL REPAIR & RENOVATION:
- EXISTING PLASTERED WALLS AND/OR COLUMNS TO BE REPAIRED TO BE SMOOTHED OFF & WALLS TO BE FINISHED WITH A FINISH TO BE DETERMINED BY STRUCTURAL ENGINEER. REPAIRS TO BE DETERMINED BY STRUCTURAL ENGINEER.
 - GLASS GLAZING IN WINDOW FRAMES THAT ARE CRACKED OR BROKEN - THE AMOUNT TO BE REPAIRED TO BE DETERMINED BY STRUCTURAL ENGINEER. GLASS TO BE REPLACED WITH LAMINATED SAFETY GLASS WITH GLASS GLAZING TO BE DETERMINED BY STRUCTURAL ENGINEER. GLASS TO BE REPLACED WITH LAMINATED SAFETY GLASS WITH GLAZING TO BE DETERMINED BY STRUCTURAL ENGINEER.
 - GLASS GLAZING IN WINDOW FRAMES THAT ARE CRACKED OR BROKEN - THE AMOUNT TO BE REPAIRED TO BE DETERMINED BY STRUCTURAL ENGINEER. GLASS TO BE REPLACED WITH LAMINATED SAFETY GLASS WITH GLAZING TO BE DETERMINED BY STRUCTURAL ENGINEER.



* ALL WORK TO COMPLY WITH SABS 0400.

ALL ROOMS TO BE NATURALLY VENTILATED

ALL SLAB THICKNESSES, BEAM DEPTHS, SIZES, COLUMN SIZES AND STRUCTURAL WORK TO BE DETERMINED BY STRUCTURAL ENGINEER TO HIS DETAIL AND SPECIFICATIONS

STRICTLY REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR COLUMN AND BEAM LAYOUTS



Project

Project Name

Owner:

Client Name



Name of Professional:

SACAP Registration No.:

Signature:

Client:

Signature.....

Drawing Discipline:

Section 01

Project No: ECDC/INFRA/03/062022

Scale: 1/100

--	--

Date Issued:

0

Drawing A

Revision No:

--	--

[illegible]

Remove woodwork adjacent to be refinished
All miter joints on walls, ceiling, crown and baseboard

The diagram shows a room layout with dimensions and removal instructions. The room is a rectangle with a small triangular protrusion on the right wall. The dimensions are: 6000 (width), 6000 (length), and 6000 (width). The removal instructions are: 'Remove woodwork adjacent to be refinished' and 'All miter joints on walls, ceiling, crown and baseboard'.

Technical drawing of a building facade showing window placement and dimensions. The drawing includes a side elevation and a front elevation. The side elevation shows a row of windows with dimensions 1891, 300, and 30. The front elevation shows a row of windows with dimensions 1891, 300, and 30. The drawing is labeled with 'New 12mm double glazed' and 'New 12mm double glazed'.


[illegible][illegible]

CONTENTS

SOUTH ELEVATION

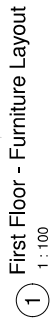
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31669

<div> <div>  <p>BC ARCHITECTURE DESIGN STUDIO 100-1100 BURNHAMTHORPE RD. W. VANCOUVER, BC V6A 1K6 TEL: 604-273-8888 FAX: 604-273-8889</p> </div> <div> <p>Member of Professional Society of Architects in B.C.</p> </div> </div>	<p>Client Name</p>
	<p>Project Name</p>
<p>Signature</p>	<p>Signature</p>
<p>Date</p>	<p>Date</p>
<p>Elevation 02</p>	<p>Elevation 02</p>

NORTH ELEVATION

[illegible]



Revision No.

NOTE: PROTECT FROM ENCROACHMENTS.
ALL WORK TO COMPLY WITH SABS 6004.

ALL ROOMS TO BE NATURALLY VENTILATED

ALL STRUCTURAL ELEMENTS SHALL BE CONFORMANT WITH SABS 6004 AND SHALL BE DESIGNED TO BE DETERMINED BY A QUALIFIED ENGINEER TO THE SETTING AND SPECIFICATIONS

STRENGTH, RESIST TO STRUCTURAL ELEMENTS DIMENSIONS FOR COLUMNS AND BEAM LAYOUTS



Project:

Project Name:

Owner:

Client Name:



Name of Project/Client:

Scale of Project/Client:

Signature:

Date:

Signature:

Date:

Signature:

Date:

FF - BATHROOM DETAILS

Project Name:

ECCOINFR03/0052022

Scale:

1:100

Drawn By:

CMB

Checked By:

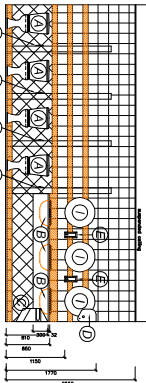
01/01/2000

Drawn By:

A101

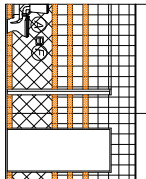
FIRST FLOOR TOILETS & TEA KITCHEN PLAN

Scale: 1:200



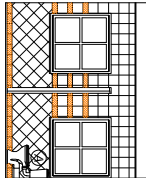
ELEVATION A

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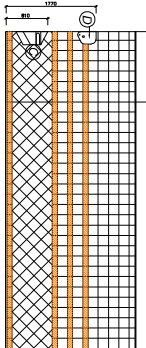
ELEVATION B

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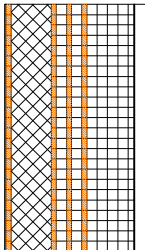
ELEVATION C

Scale: 1:200



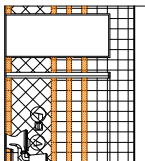
ELEVATION D

Scale: 1:200



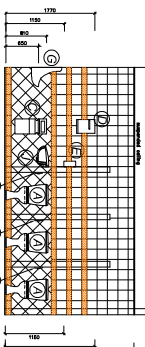
ELEVATION E

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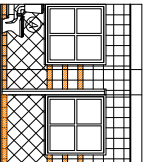
ELEVATION F

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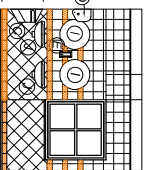
ELEVATION G

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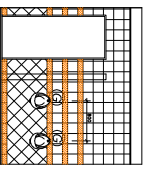
ELEVATION H

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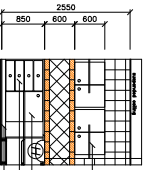
ELEVATION I

Scale: 1:200



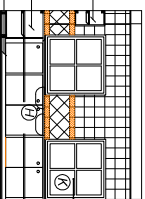
ELEVATION J

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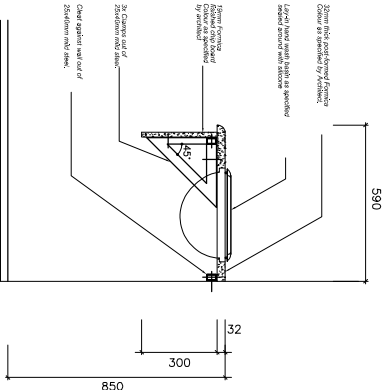
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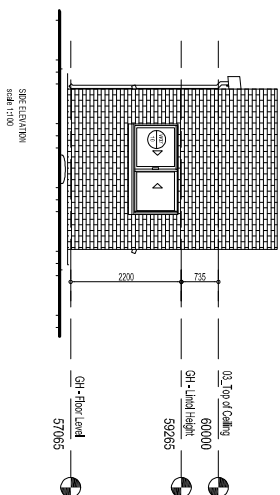
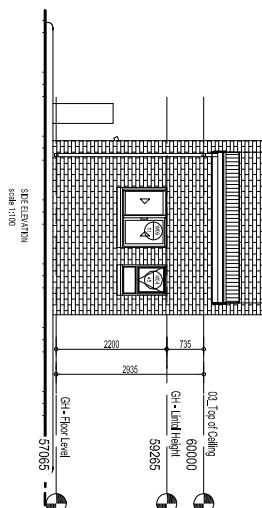
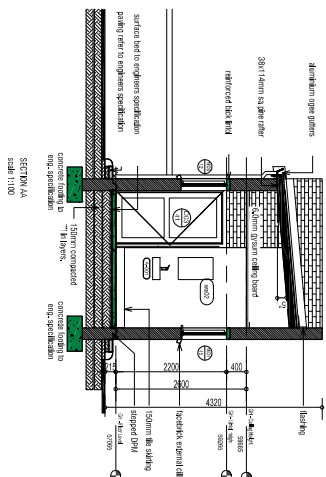
ELEVATION L

Scale: 1:200



VANITY SLAB DETAIL

Scale: 1:100



Row	Description	Date

Row	Description	Date

Owner:



Client: _____

Signature: _____

for COSTING

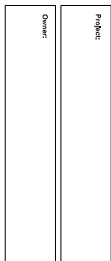
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14/09/2023	BC
Drawing No: ECDC/SDP/CD 3.001	Revision No: 0

ALL SLAB THICKNESSES, BEAM DEPTHS, SPES, COLUMN SPES AND STRUCTURAL WORK TO BE DETERMINED BY STRUCTURAL ENGINEER TO HIS DETAIL AND SPECIFICATIONS

STRICTLY REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR COLUMN AND BEAM LAYOUTS

COLUMN AND BEAM LAYOUTS

Name of Professional:
SACAP Registration No.:

Signature:

Client:

Signature:

Drawing Discipline:

Project No:

<p>  Ministry of Health and Family Welfare Government of India </p>	<p> Pradhan Mantri </p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------

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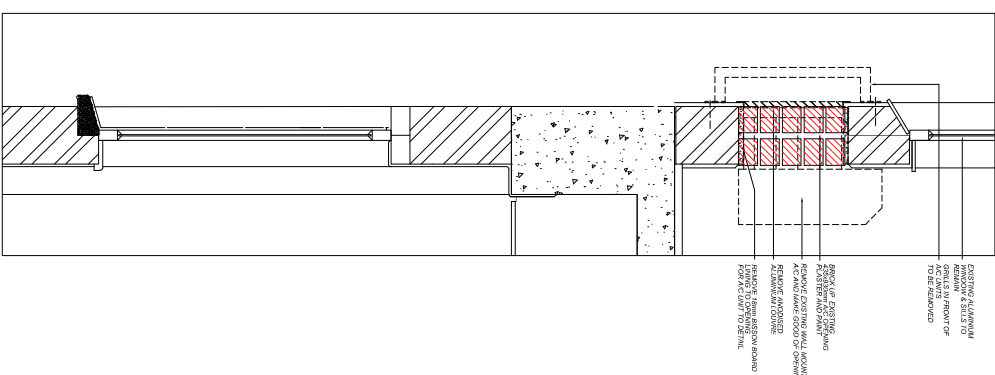
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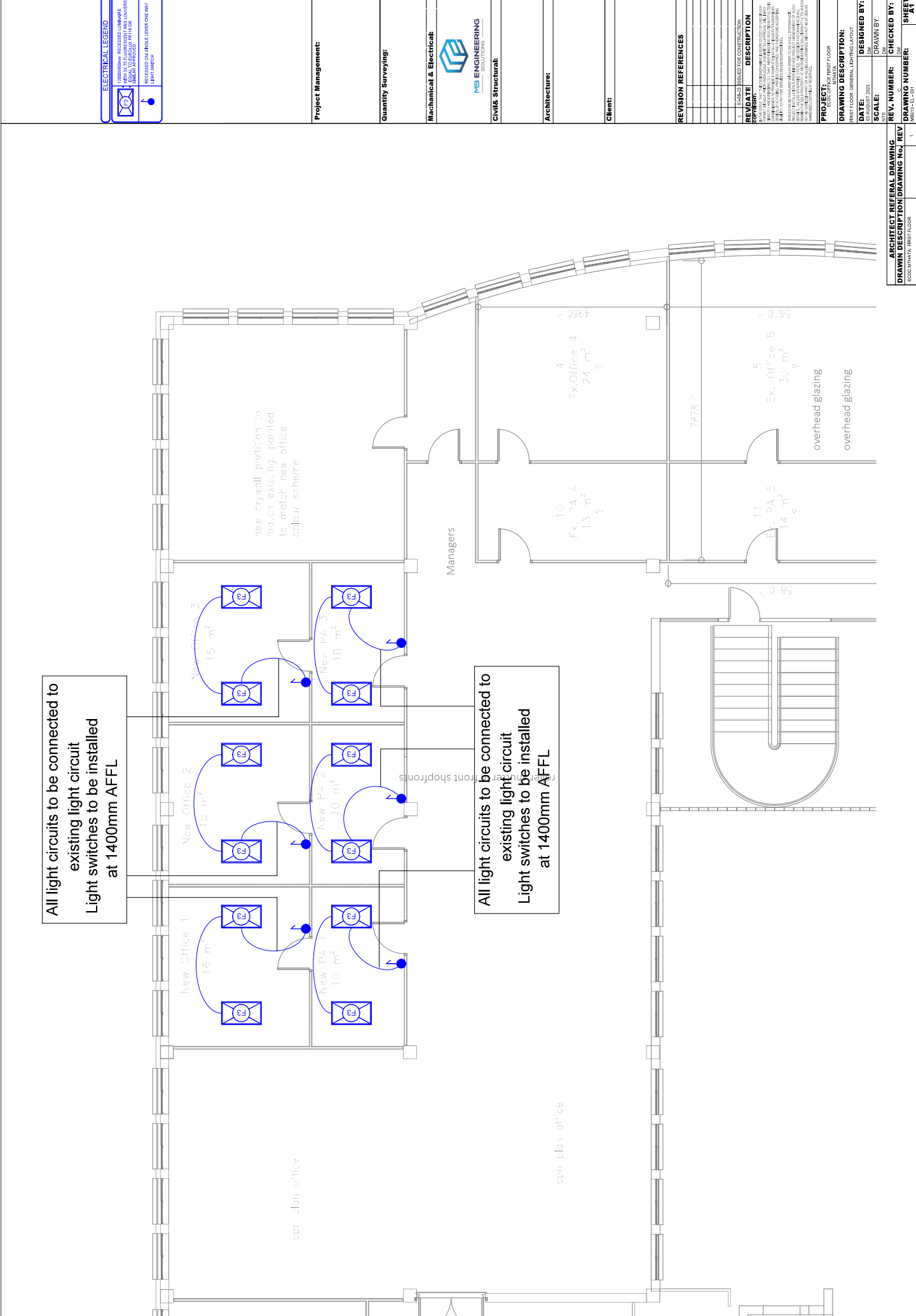
scale 1:50

POSITION OF FOUNDATIONS TO BE VERIFIED BY ENGINEER

HEIGHT TO BE VERIFIED ON SITE	HEIGHT TO BE VERIFIED ON SITE	HEIGHT TO BE VERIFIED ON SITE
-------------------------------	-------------------------------	-------------------------------

SKYLIGHT INSPECTION AND REPAIR
BY MANUFACTURER'S SHOP DRAWING
CONFORM MEASUREMENTS ON SITE





ELECTRICAL LEGEND	
	INDICATES RECESSED DOWNLIGHT
	INDICATES SWITCH AND DIMMER
	INDICATES RECESSED DOWNLIGHT
	INDICATES RECESSED DOWNLIGHT

Project Management:

Quantity Surveying:

Mechanical & Electrical:

Civil & Structural:

Architecture:

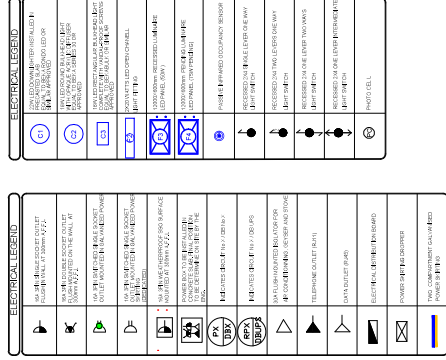
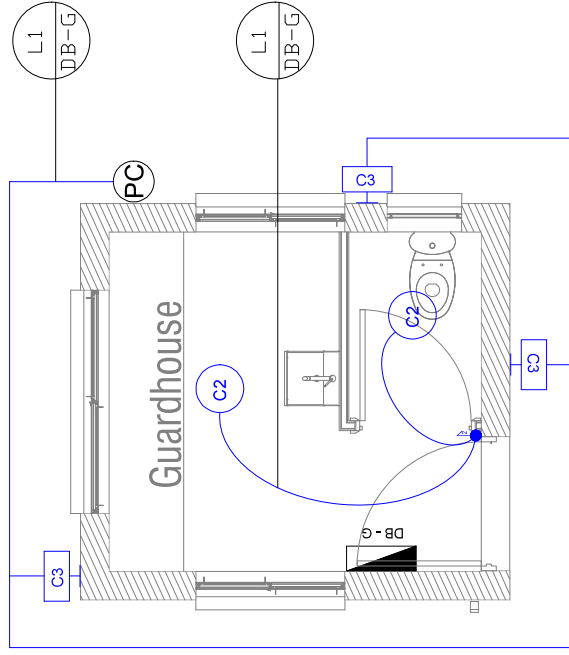
Client:

















REVISION REFERENCES	
NO.	DESCRIPTION
1.	ISSUED FOR CONSTRUCTION

PROJECT:	
REDESIGN OF FIRST FLOOR	
DRAWING DESCRIPTION:	
FIRST FLOOR GENERAL LAYOUT	
DATE:	DESIGNED BY:
12 AUGUST 2023	DM
SCALE:	DRAWN BY:
1:50	DM
REV. NUMBER:	CHECKED BY:
1	DM
DRAWING NUMBER:	SHEET
MB01-FL-01	A1



ARCHITECT REFERRAL DRAWING		REV	DATE	CHECKED BY:
DRAWIN DESCRIPTION	DRAWING No.	REV	REV. NUMBER:	DATE
ECOC MTHATA-1 ST FLOOR		1	DRAWING NUMBER: M0013-EL-002	SHEET A1

[illegible]

EBC REAL ESTATE	
	Real Estate Services Ltd. 123 Main Street, Suite 500 Toronto, ON M5H 1B5 Tel: (416) 555-1234
	Real Estate Services Ltd. 123 Main Street, Suite 500 Toronto, ON M5H 1B5 Tel: (416) 555-1234
	Real Estate Services Ltd. 123 Main Street, Suite 500 Toronto, ON M5H 1B5 Tel: (416) 555-1234
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ARCHITECT REFERRAL DRAWING	
DRAWIN DESCRIPTION	DRAWING No. REV
GUARHOUSE	ECDC/SDP/CD 3.0/1 0



PROJECT MANAGERS:



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ENGINEER:

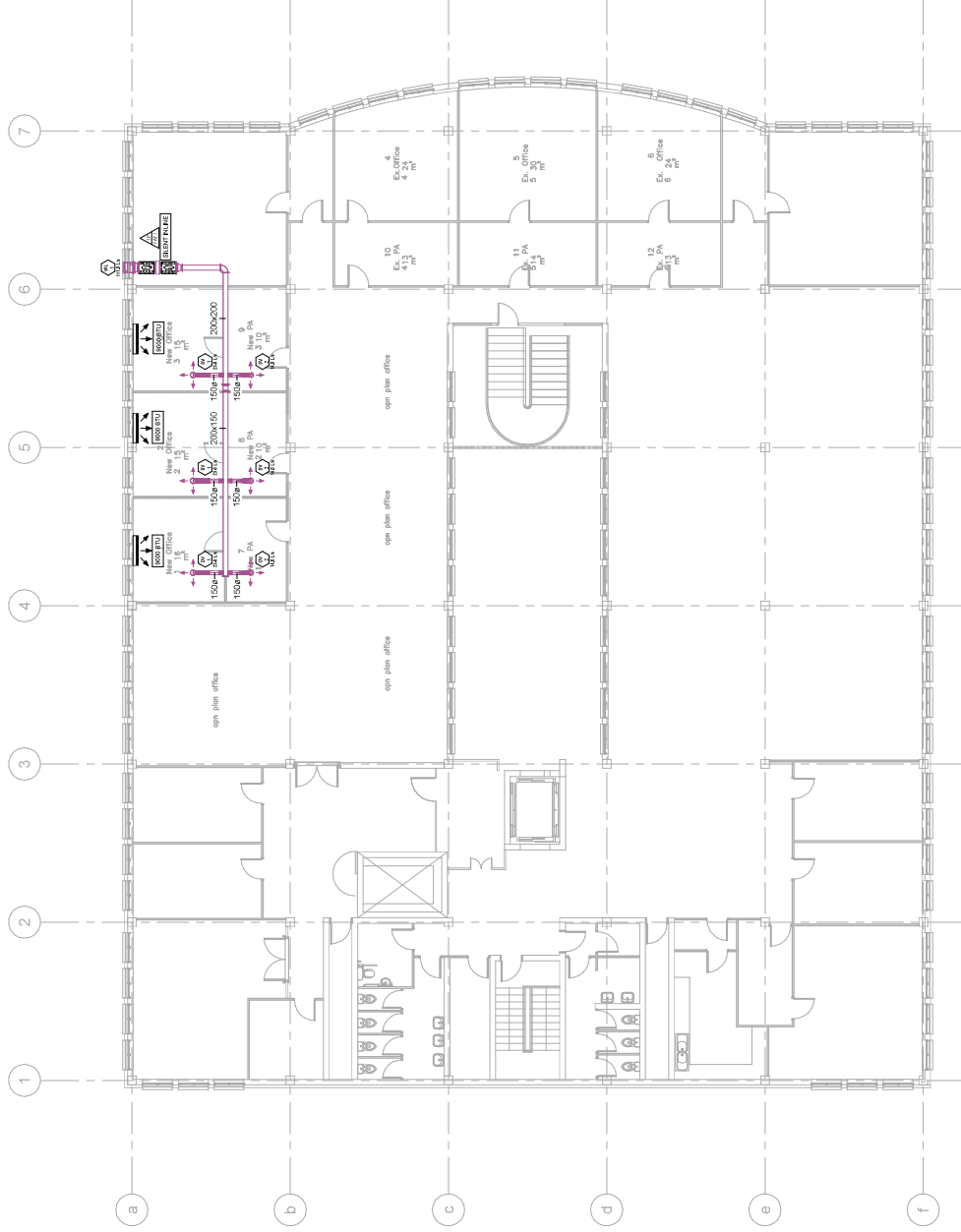


PROJECT:

ECDC MTHATHA BUILDING AND INDALO FLATS

DRAWING DESCRIPTION:
GUARDHOUSE; GROUND DISTRIBUTION BOARD
LINE DIAGRAM

DATE: 26 SEP 2023	DESIGNED BY: DM
SCALE: 1:50	DRAWN BY: DM
REV. NUMBER: A	CHECKED BY: DM
DRAWING NUMBER: MB0714 - EL - 004	SHEET: A1



CLIENT:



No.	Description	Date
A	PRELIMINARY DESIGN	11/09/2023

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ENGINEER:



MB ENGINEERING
SOLUTIONS

MB Engineering Solutions
22, Kinnaird Street,
Kinnaird Estate,
East London
6057

PROJECT:

ECDC MTHATA MAIN BUILDING

DRAWING DESCRIPTION:

FIRST FLOOR HVAC LAYOUT

DATE:	DESIGNED BY:
11 AUGUST 2023	B.M
SCALE:	DRAWN BY:
1:100	B.M
REV:	CHECKED BY:
A	B.M

DRAWING NUMBER:	SHEET:
MB0144-C-001	A1

C5 – ANNEX C: LOCAL CONTENT DECLARATION

C5 – Annex C: Local Content Declaration – Summary Schedule

To be completed by respective bidder.

(See Attached)

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. ECDINFRA/19/102023

(C2) Tender description: REFURBISHMENT OF ECDC REGIONAL OFFICES WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1

(C3) Designated product(s): Steel, telecom cables, electric cables and plastic pipes & fittings

(C4) Tender Authority: Eastern Cape Development Corporation

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content % : electric cables 90%, telecom cables 90%, steel 100% and plastic pipes & fittings 100%

Pula

EU

GBP

Note: VAT to be excluded from all calculations

Calculation of local content										
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)			
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)			
	Galvanised steel Cornices									
Page 34 Item 3	Shadowline wall angle trim, plugged.									
	Roller Shutter Door									
Page 39 Item 1	Xpanda Fenestra									
	uPVC Pipes & Fittings									
Page 42 Item 1	110mm Access bend.									
Page 42 Item 2	110mm Pan collar and joint to outlet of W.C. pan.									
	HDPE Pipes & Fittings									
Page 44 Item 3	63mm Pipe									
Page 44 Item 4	63mm x 90 Degree bend.									
Page 44 Item 5	63mm x 45 Degree bend.									
Page 44 Item 6	63mm Junction.									
Page 44 Item 7	63 x 25mm 90 Degree reducing bend.									
Page 44 Item 8	63 x 63 x 25mm Reducing Tee.									
	Galvanised Steel Pipes & Fittings									
Page 44 Item 9	25mm Pipe									
Page 44 Item 10	100mm Diameter 2500kPa pressure gauge									
Page 45 Item 1	25mm Bend 90 degrees.									
	Electrical Installation									
	PVC Pipes									
Page 58 Item 1	20mm diameter pvc pipe									
Page 58 Item 2	25mm diameter pvc pipe									
	Galvanised Steel Wall Boxes									
Page 58 Item 3	100mm x 50mm x 50mm deep									
Page 58 Item 4	100mm x 100mm x 50mm deep									
	Aluminium Power Skirting									
Page 58 Item 5	Cabstrut N8/P803									
	Cables									
Page 59 Item 1	2.5mm ²									
Page 59 Item 2	4mm ²									
Page 59 Item 3	2.5mm ²									
	Mechanical									
Page 64 Item 4	9.52mm Refrigerant copper piping									
Page 64 Item 5	12.7mm Refrigerant copper piping									
Page 65 Item 1	15.88mm Refrigerant copper piping									

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. EDCINFRA/19/102023

(C2) Tender description: REFURBISHMENT OF ECDC REGIONAL OFFICES WITHIN MTHATHA, EASTERN CAPE – CLUSTER H1

(C3) Designated product(s): Steel, telecom cables, electric cables and plastic pipes & fittings

(C4) Tender Authority: Eastern Cape Development Corporation

(C5) Tendering Entity name:

(C6) Tender Exchange Rate: Pula EU GBP

(C7) Specified local content % : electric cables 90%, telecom cables 90%, steel 100% and plastic pipes & fittings 100%

Note: VAT to be excluded from all calculations

Calculation of local content				Tender summary		
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)
Page 65 Item 3	150mm Galvanized trunking					(C15)
Page 65 Item 4	50mm Galvanized Condensate Piping					
Page 65 Item 5	25mm PVC Condensate Piping					
	Galvanised Ducting					
Page 65 Item 6	200mm x 150mm					
Page 65 Item 7	200mm x 200mm					
Page 65 Item 8	200mm x 200mm 90deg Bend					
Page 65 Item 9	Rectangular duct transformation					
Page 65 Item 10	End cap (200mm x 150mm)					
Page 65 Item 11	150mm Diameter					
				(C20) Total tender value R	(C21) Total Exempt imported content R	
				(C22) Total Tender value net of exempt imported content R		
				(C23) Total Imported content R	(C24) Total local content R	
				(C25) Average local content % of tender		%

Signature of tenderer from Annex B

Date: